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Process fee in Court fee stamps.

Section 7 66 the Indian Ramis. tration Act to perform the acc-

tions of the Registrar, Calcut

Fee paid as under:

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THIS INDENTURE made this would light day of Afred one thousand nine hundred and sixty-one BETWEEN PANCHANON DUTT son of Beharilal Dutt deceased and ANANTA KUMAR DUTT son of Kartic Chandra Dutt deceased both residing at No. 71, Harrison Road in the town of Calcutta Hindu landholders both in their capacities as Trustees to the Trust Estate of Behari Lal Dutt deceased under Deed of Trust dated the Eightkenth day of February one thousand note hundred and thirty-four made between the said Behari Lal Dutt -therein mentioned as the Settlor of the one part and Kartic Chandra Dutt and Panchanon Dutt both sons of the said Behari Lal Dutt therein mentioned as the Trustees of the other part, hereinafter called the VENDORS (which expression unless excluded by or repugnant to the context or meaning shall be deemed to include their and each of their successor or successors in office and the Trustees or Trustee or other representatives for the time being of the said Trust Estate of Behari Lal Dutt deceased) of the First Part the said PANCHANON DUTT son of the said Behari Lal Dutt -deceased and the said ANANTA KUMAR DUTT and CHAND KUMAR DUTT both sons of the said Kartic Chandra Dutt deceased all residing at No. 71, Harrison Road, Calcutta, Hindu landholders hereinafter called the BENEFICIARIES (which expression unless excluded by or repugnant to the context or meaning shall be deemed to include their and each of their respective heirs executors administrators and representatives) of the Second Part AND DIES & TOOLS LIMITED., a CompanyCompany limited by shares and incorporated under the Companies Act, 1956 having its registered office at No. 2, Raja Woodmunt Street in Calcutta aforesaid -hereinafter called the PURCHASER (which expression unless excluded by or repugnant to the context or -meaning shall be deemed to include its successor or successors representatives and assigns) of the Third Part WHEREAS one Behari Lal Dutt a Hindu governed by the Dayabhaga School of Hindu Law was absolutely -seised and possessed of the piece or parcel of Mourashi Mokarari land situate lying at and being the premises No. 25, Jessore Road within South Dum Dum Municipality in Mouza Satgachi, Nagerbazar in the District of 24-Parganas AND WHEREAS by a Dead of Trust bearing date the Eighth day of February one thousand nine -hundred and thirty-four and made between the said --Behari Lal Dutt therein mentioned as the Settlor of the One Part and Kartic Chandra Dutt and Panchanon Dutt both sons of the said Behari Lal Dutt therein -mentioned as the Trustees of the Other Part and ---registered at the office of the Registrar of Assurances. Calcutta in Book No. I Volume No. 19 Pages 170 to 180 and being Deed No. 417 for the year 1934 the said Behari Lal Dutt did for the consideration therein -mentioned grant transfer and convey among others properties the said premises No. 25, Jessor Road in the District of 24-Parganas unto the said Trustees Kartic Chandra Dutt and Panchanon Dutt TO HAVE AND TO HOLD the same for the said Settlor Behari Lal Dutt during the term of his natural life and upon his demise -upon the trusts and subject to the conditions therein particularly mentioned AND WHEREAS the said Behari --

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Lal Dutt died intestate on the Tenth day of February one thousand nine hundred and thirty-four AND WHEREAS the said Kartic Chandra butt while carrying out and executing the Trusts as in the said Deed of Trust mentioned jointly with the said Panchanon Dutt died on the Tenth day of March one thousand nine hundred and thirtyeight AND WHEREAS the said Kartic Chandra Dutt died intestate on the said Tenth day of March one thousand nine hundred and thirtyeight leaving him surviving Ananta Kumar Dutt and Chand Kumar Dutt his two sons and Srimati Niharbala Dassee, the widow of his predeceased son Premtosh Dutt as his heirs (his wife Srimati Subasini Dassee having predeceased him) AND WHEREAS by a Deed of --Relinquishment and Agreement bearing date the Fifth day of April one thousand nine hundred and thirty-eight and made between the said Srimati Niharbala Dassee of the one part and the said Ananta Kumar Dutt and Chand Kumar Dutt of the other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No. 58 Pages 80 to 89 and being Deed No. 1370 for the year 1938 the said Srimati Niharbala Dassee did relinquish and -surrender all her right title and interest in the entire estate of the said Kartic Chandra Dutt in favour of the said Ananta Kumar " Dutt and Chand Kumar Dutt as in the said Deed particularly mentioned AND WHEREAS by a Deed of Appointment of New Trustees bearing date the Nineth day of May one thousand nine hundred and thirtyeight and made between the said Panchanon Dutt therein mentioned of the one part and the said Ananta Kumar Dutt therein mentioned of the other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No. 53 Pages 254 to 257 and being Deed No. 1732 for the year 1938 the said Panchanon Dutt, the sole surviving Trustee, in exercise of the powers in that behalf and according to the provisions contained in the said Deed of Trust bearing date the Eighth day of February one thousand nine hundred and thirty-four, did appoint the said Ananta Kumar Dutt

to be the Trustee in the place and stead of the said Kartic Chandra Dutt deceased TO HOLD the trust estate including the said premises No. 25, Jessore Road therein particularly mentioned upon the trusts and subject to the conditions as in the said Deed of Trust contained AND WHEREASthe said premises No. 25, Jessore Road is now recorded in the book of the said South Dum Dum Municipality as No. 35, Calcutta Jessore Hoad AND WHEREAS by an Indenture of Conveyance bearing date the Sixth day of May one thousand nine hundred and sixty and made between the said Vendors of the First Part the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt, therein mentioned as the Beneficiaries of the Second Part and the said Dies and Tools Ltd., therein mentioned as the Purchaser of the Third Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No. 71 Pages 84 to 93 and being No. 2256 for the year 1960 the said Vendors did thereby grant convey transfer and sell and the said Beneficiaries did confirm unto the said Purchaser absolutely and free from all encumbrances All that piece or parcel of land measuring 4 Bighas 19 Cottahs 6 Chhitacks being a divided portion of the said premises No. 35, Calcutta Jessore Road AND WHEREAS in the circumstances that have -happened the said Vendors Panchanon Dutt and Ananta Kumar Dutt as such Trustees as aforesaid are absolutely seised and possessed of the remaining portion of the said premises No. 35, Calcutta Jessore Road, a portion whereof is hereinafter particularly mentioned and described and intended to be hereby

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conveyed to the Purchaser AND WHEREAS the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt are the beneficiaries of the said premises No. 35, Calcutta Jessore Hoad according to the provisions contained in the said Deed of Trust dated the Eighth day of February one thousand nine hundred and thirty-four AND WHEREAS the Vendors have with the consent and concurrence of the said Beneficiaries as testified by their being parties to and -executing these presents agreed to sell to the Purchaser aree -from all encumbrances a portion out of the said remaining portion of the premises No. 35, Calcutta Jessore Road hereinafter particularly mentioned and described and hereinafter for the sake of brevity referred to as "the said premises" at or for the price of Rs. 396/- (Rupees Three hundred and Ninety-Six) NOW THIS INDENTURE WITNESSEIH that in pursuance of the said agreement and in consideration of the premises and in consideration of the sum of Rs. 396/- (Rupees Three hundred and Minety-Six) of the lawful money of Union of India to the Vendors paid by the Purchaser at or immediately before the execution of these presents (the receipt whereof and that the same is in full for the absolute -purchase of the said premises they the Vendors do and each of the doth as well by these presents as by the receipt for the same -hersunder written admit and acknowledge and of and from the -payment of the same and every part thereof do forever acquit -release and discharge the Purchaser and also the said premises) they the Vendors do and each of them doth hereby grant convey transfer and sell and the Beneficiaries do and each of them doth hereby concur confirm and assure unto the Purchaser free from all encumbrances whatsoever ALL THAT the piece or parcel of Mourashi Mokarari land containing by admeasurement an area of 7 Chhitacks and 21 Square Feet be the same a little more or less situate lyin at and being a divided and demarcated portion formed out of the remaining-

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remaining portion of the premises No. 35, Calcutta Jessore Road within the South Dum Dum Municipality in Mouza Satgachi, Nagerbazar Thana Dum Dum, Sub-Registration Office Cossipore Dum Dm in the District of 24-Parganas and comprised in Dag No. 841 in old Khatian No. 25 Touzi No. 160 and in respect whereof Re. 1/approximately being the apportioned share of annual revenue, is now payable to the Collector of 24-Parganas and butted and bounded in the manner following, that is to say, on the North, South and East by the land of the Purchaser and on the West by 10 feet wide passage leading to Calcutta Jessore Road, the said premises intended to be hereby sold and conveyed is delineated in the map or plan hereto annexed and thereon coloured with red border OR HOWSOEVER OTHERWISE the said piece or parcel of land hereditaments and premises now are or is or heretofore were or was situate butted bounded called known numbered described and distinguished TOGETHER with all yards court-yards benefits and -advantages of ancient and other lights ways paths passages drains sewers water-courses and all manner of former and other rights liberties easements privileges advantages appendages and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining to or with the same or any -part thereof usually held usued occupied or enjoyed or reputed to belong or be appurtenant thereto And together with the right of way and other rights over and the right to lay drains, cables, water pipes etc., under the said common passages leading to the said -premises from the said Calcutta Jessore Road and all the estate right title interest inheritance possession

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property claim and demand whatsoever both at law and in equity of them the Vendors in to and upon the said Land hereditaments and premises or any or every part thereof And all deeds pottahs muniments writings and evidences of title which exclusively relate to the said premises or any part thereof and which now are or at any time hereafter shall or may be in the possession power of control of the Vendors and/or the parties hereto of the Second Part or any other person or persons from whom the vendors and/or the parties hereto of the Second Part or any of them can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said land and premises and all and singular other the premises hereby granted transferred and conveyed or expressed and intended so to be unto the Purchaser absolutely and forever AND the Vendors do and each of them doth hereby covenant with the Purchaser that they the Vendors and/or the parties hereto of the Second Part have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by means whereof they are prevented from granting the said premises in manner aforesaid or whereby the said premises or any part thereof are is can or may be affected or incumbered in title estate or otherwise howsoever And that they the Vendors and all persons having or lawfully claiming or who shall or may have or claim any estate right title interest property claim or demand whatsoever _ either at law or in equity of in to or out of the said premises or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchaser as by the Purchaser shall or may be reasonably required And the Vendors do and each of

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them doth hereby further covenant with the Purchaser that they will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or its or their Solicitors or agents or at any trial hearing commission examination or -otherwise as occasion shall require the deeds or writings comprised in the Schedule hereto for the purpose of showing its title to the said premises hereby conveyed or expressed so to be or any part thereof And also at the like request and costs deliver or cause to be delivered unto the Purchaser such attested or other copies or extracts of or from the said deeds and writings as the Purchaser may require And will in the meantime unless prevented as aforesaid keep the same deeds and writings safe unobliterated and uncancelled.

THE SCHEDULE ABOVE REFERRED TO:

- (1) Original Bengali Bill of Sale dated the 22nd May 1907 executed by Srimati Malima Bibee and another in favour of Behari Lal Dutt.
- (2) Original Deed of Trust dated the 8th February 1934 and made between Behari Lal Dutt of the one part and Kartick Chandra Dutt and Panchanon Dutt of the other part.
- (3) Original Deed of Relinquishment and Agreement dated the 5th April 1938 and made between Srimati Niharbala Dassee of the one part and Ananta Kumar Dutt and another of the other part.
- (4) Original Deed of Appointment of New Trustee dated the 9th May 1938 and made between Panchanon Dutt of the

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one part and Ananta Kumar Dutt of the other part.

- 4 Parchas of Khatian Nos. 349, 364, 25 and 248. (5)
- 9 Dakhilas in respect of revenue paid for the years 1363 to (6) 1365 B.S.
- Paid up Rate Bill for the 4th Qr. 1959-60 of South Dum Dum (7)Municipality.

IN WITNESS WHEREOF the parties hereto of the First and Second Parts have hereunto set and subscribed their respective hands and seals the day month and year first above written,

SIGNED SEALED AND DELIVERED Is lindra mohan Rakishing

Limiter Nath Grown Solicitor, Calcula Paralle V. Duch Lands north Roy Parkshir-clerk to mm. 9. m. Rakshir-Solicitor

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DATED THIS 28 DAY OF A free

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PANCHANON DUTT & ANR. - of the 1st

PANCHANON DUTT & ORS. - of the 2nd

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DIES & TOOLS LIMITED .- of the 3rd

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CONVEYANCE.

Seb-Registrar authorised under Section 7 of the Indian Registration Act to perform the nunctions of the Registrar, Calcutta.

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J. M. RAKSHIT.

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