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150Rs.

پندرہ سو پچاس روپیہ

Rs. 150



Rs. 150

एक सौ पचास रुपया
INDIA

about 18 of the Rs 150

Admissible under Rule 91 duly stamped (or ~~stamped~~ or ~~cost~~ duty) or under the Stamp Act 1899 or under the Stamp (Amendment) Act 1922 Schedule I A No.

Fees paid as under
A 54/-
E 21/-
N 31/-
59/-
211

L 22/-
C 5/8
P 1/8
22.1.48

THIS INDENTURE made this 21st day of January One thousand Nine hundred and Forty Eight BETWEEN MESSRS MUGNEERAM BANGUR & CO., registered firm co-partnership carrying on business of Land Developments and other things at No. 372/4, Russa Road, South, P.S. Tollygunge (in the Suburbs of Calcutta), District 24-Perganas, hereinafter called the VENDOR (which term or expression unless repugnant to or excluded by the context shall be deemed to include the partners of the said Firm and their

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[Signature]
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3841

Nabakumar Nandy

Nitri bhawan P.O. the para Panitoli
in Parganas

20/12/47

ghandi

150/-

40/-

7/-

3 4 P.M. on 21/12/47
Jan 1948 wgt the office of
Joint Sub-Registrar

Nabakumar Nandy

(Signature)
Nabakumar Nandy
of Allipore

(Signature)
Pohaganan Satta Joshi

Son of Paudit Kedar

Nath Joshi

65, Sir Hari ram fountain

Calcutta

Positiviti

By me as witness service as attorney for Huzuram
by The Registrar of Calcutta under a power No 128 of 1946 authentic

(Signature)
Gupta Plead

T. S. Registered with
TARAK DUTTA HUF

(Signature)
KARAT
TARAK DUTTA HUF

(Handwritten notes)

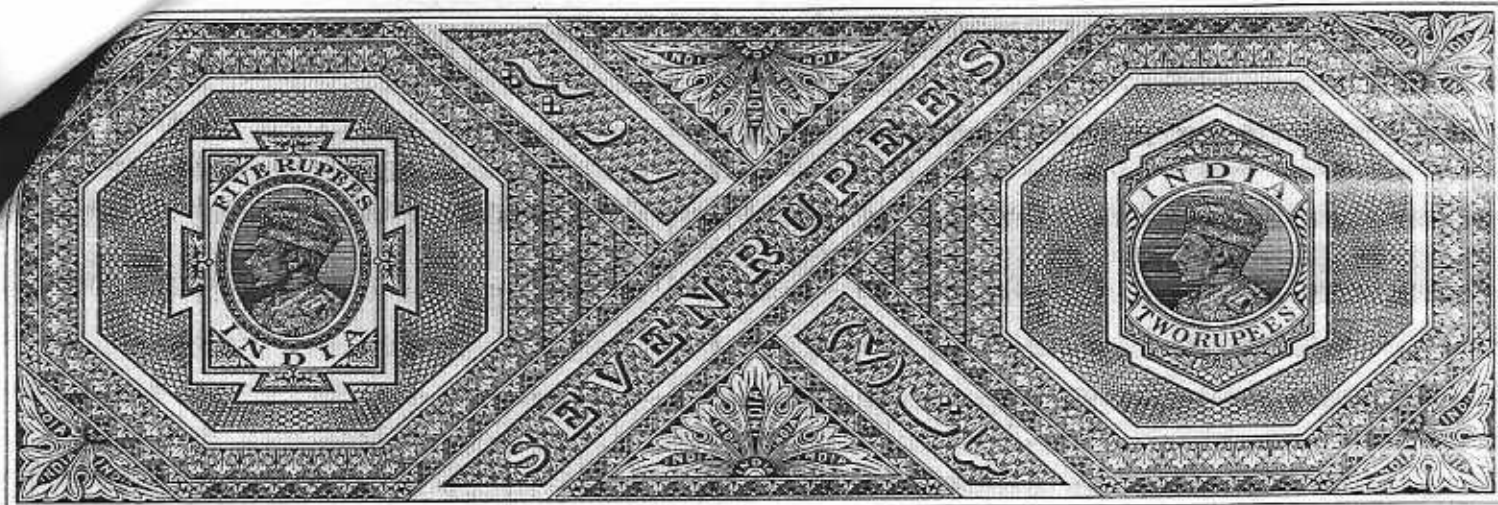


2.

their respective heirs, executors, administrators, representatives and assigns) of the One Part, AND NAVA KUMAR NANDY, son of late Gosai Charan Nandy, by caste Subarna Banik, by profession service of 'Mitra Bhavan', Mitra Para, Panihati, District 24-Perganas, here after called the PURCHASER (which term or expression shall unless repugnant to or excluded by the context shall be deemed to include his heirs, executors, administrators, legal representative and assigns) of the Other Part WHEREAS at the last settlement Records of rights finally published in 1931 the land hereditaments and premises a part whereof is hereby intended to be sold granted, transferred conveyed and assigned was marked as C.S. Plot No. 551, 552, measuring .14 acres and .09 acres respectively and C.S. Plot No. 550, 251 and 286 measuring .31 acres .35 acre and .09 acres respectively in Khatian No. 193 of Mouja Sibpore (Tollygunge), AND WHEREAS the said settlement Records of Rights, it was further recorded that one Rai Bahadur Dwarkanath Chakrav since deceased, was one of the co-sharers of the seven Mouzas including Mouza Sibpore and collectively known as Chota Hudde, being a part of Touji No. 151 of the Collectorate, District 24-Perganas AND WHEREAS the said Rai Bahadur Dwarka Nath Chakrabo got a partition decree in Suit No. 5 of 1914 in Court of the Fir Subordinate Judge at Alipore and the land allotted in his partition in the Partition Suit were in Sibpore Mouza appertaining to Chota

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Chota Hudde and since then the said Rai Bahadur Dwarkanath Chakraborty was in exclusive possession separately, AND WHEREAS the said Touji No.151 of the Collectorate in the District of 24-Perganas was sold by Public Auction on 23.2.28 at Revenue sale AND WHEREAS the said Touji No.151 was purchased by one Sm.Saila Suta Roy for and on behalf of and as mother and guardian of the minors Bibhuti Bhusan Roy and Sudhansu Bhusan Roy, sons of late Radhika Bhusan Roy through their Manager Suresh Chandra Sanyal and the said sale was duly confirmed, AND WHEREAS the said Saila Suta Roy as mother and guardian of the minors Bibhuti Bhusan Roy and Sudhansu Bhusan Roy and for the benefit of the minors obtained permission to sell the said part of Touji No.151 in the District Judge's Court at Alipore and on obtaining the said permission, the said Sm.Saila Suta Roy, as mother and guardian of the minors Bibhuti Bhusan Roy and Sudhansu Bhusan Roy transferred the said part of Touji No.151 by a deed of conveyance dated 17.8.1929 to one Bahadur Singh Singhee, AND WHEREAS the said Bahadur Singh Singhee conveyed the same, including the seven Moujas and forming part of Touji No.151 again to Rai Bahadur Dwarka Nath Chakraborty, who was already in possession of the said Touji including the

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the seven Moujas including Sibpore on 27.8.1929 (and who again leased out the same under the terms and conditions as mentioned in the Said lease to said Messrs. Mugnee Ram Bangur & Co., for a selami of Rs 54,462-8-0 (Rupees Fifty Four thousand, four hundred and sixty two and eight annas only) on 30.4.40 (Book No. I, Vol. 41, Pages 268-276 Being No. 1334 of 1940) to the Vendor AND WHEREAS one Ram Gopal Das and others as shebaitis of Sri Sri Sib Thakur and Annapurna Thakurani were the Mourashi MOKARARI Tenure holders of their shares forming another part of Touji No. 151 in Mouja Sibpore AND WHEREAS the said Rai Bahadur Dwarka Nath Chakraborty, since deceased, got the Mourashi MOKARARI Lease of 9999 years under a pattah dated 6.6.1920, with option of renewal for another 9999 years and since then was in continuous possession till his death AND WHEREAS the present VENDOR Messrs. Mugneeram Bangur & Co., requested the said Rai Bahadur Dwarka Nath Chakraborty to grant them lease for the remaining unexpired period of the said 9999 years with option of renewal for another 9999 years, AND WHEREAS the said Rai Bahadur Dwarka Nath Chakraborty having agreed to lease out the same to Messrs. Mugneeram Bangur & Co., the VENDOR took lease of the same i.e., what the said Rai Bahadur Dwarkanath Chakraborty obtained from Bahadur Singh Singhee by permanent Lease and from Ram Gopal Das and others as Shebaitis of Sri Sri Shib Thakur and Annapurna Thakurani for 9999 years at a fixed rental of Rs 2/- (Rupees two on per bigha and one annas per rupee as cesses for the residue unexpired of the said term of 9999 years by lease dated 30.4. (Book No. I, Vol. 48, Pages 108-115, being No. 1333 of 1940) for a selami of Rs 23,950/- (Rupees Twenty three thousand, nine-hundred and fifty) only AND WHEREAS the VENDOR now becomes the lease holder in Permanent right (i.e., Mourashi MOKARARI) of the land hereby intended to be sold by virtue of Lease granted by

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by the said Rai Bahadur Dwarkanath Chakraborty since deceased has developed the same properties thus acquired for settlement for residential and other similar purposes suitable to the PURCHASER AND WHEREAS the said VENDOR has developed and plotted the said Touji No.151 in numerous plots AND WHEREAS the plot No.15A is plotted and formed by the VENDOR Messrs. Mugneeram Bangur & Co., along with other adjoining lands which have been developed under the scheme known as "Gokul Kunja Sch and the said plot No.15A, having been formed by taking parts of Dag Nos.551 and 552 in Khatian 48 and 103 and Dag Nos.550,251 286 in Khatians No.193 in Mouza Sibpore respectively AND WHERE the VENDOR M/S.Mugneeram Bangur & Co., hath agreed with the said Purchaser for the absolute sale of plot No.15A of the said 'Gokul Kunja Scheme' measuring 4 Cottahs 8 Chittaks 39 Square f at the rate of price or sum of Rs 2750/- per Cottah free from encumbrance with heritable and transferable and all other rights included within the meaning of Mourashi MOKARARI AND WHEREAS the price of the said Plot No.15A at the rate aforesaid amount to Rs 12,523/15/- NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of sum of Rs 12523/ (Rupees Twelve thousand five hundred and twenty three and ann Fifteen) only of lawful money of India to the said Vendor in hand well and truly paid by the PURCHASER at or before the execution of these presents the receipt whereof the said Vendor doth hereby as well as by receipt hereunder written admit and acknowledge and of and from the same and every part thereof acquit, release and for ever discharge the said PURCHASER as well as the said land hereditaments and premises) the VENDOR doth hereby sell, grant, transfer, convey and assign unto the said PURCHASER all that piece or parcel of land, hereditaments and premises being the said Plot No.15A of Gokul Kunja at Moor At more fully described in the Schedule 'A' hereunder written -

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written OR HOWSOEVER OTHERWISE the said land hereditaments and premises now a r e or hereafter shall or may be butted, bounded, called, known numbered described or distinguished TOGETHER WITH all erections fixtures sewers drains ways passages water courses lights liberties easements privileges appurtenances whatsoever to the said land hereditaments and premises belonging or anywise appertaining to or enjoyed or reputed to belong or be appurtenant thereto AND all the estate right, title interest use claim ^{and} demand whatsoever of the said VENDOR into and upon the said land and hereditaments and premises or any part thereof and ALSO together with the right of the PURCHASER and his SUCCESSOR or SUCCESSORS in title to pass and repass over and along the 20'ft. wide Road on the South of the said Plot No.15A and to take electric telephone wires, gas or water pipes over and along and under the said 20'ft. wide Road and to use the surface drains made along the said Road ALSO TOGETHER WITH all the deeds pattahs, muniments writings and evidence of title relating to the said plot No.15A of Moor Avenue of "Gokul Kunja Scheme" which are in the custody power or possession of the said Vendor or any person or persons from whom it can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said land hereditaments and premises unto and to the use of the said PURCHASER absolutely and for ever according to the nature and tenure thereof AND the said VENDOR hereby covenants with the said PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the said Vendor done or executed or knowingly suffered to the contrary the said VENDOR hath now in itself good title full power and absolute authority to grant transfer convey the said TARAK DUTTA HUFLAND hereditaments and premises hereby granted, transferred and conveyed and expressed or intended so to be unto and to the use of the said PURCHASER in manner aforesaid AND the said PURCHASER

PURCHASER shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said VENDOR or any person or persons lawfully or equitably claiming from under or in trust for it AND that free from all incumbrances whatsoever made or suffered by the said VENDOR or any person or persons lawfully or equitably claiming as aforesaid AND further that the said Vendor and all person or persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the said VENDOR shall from time to time and at all times hereafter at the request and cost of the said PURCHASERS do and execute or cause to be done or executed all such acts deeds and things for further and more perfectly assuring the said land hereditament and premises and every part thereof unto and to the use of the said PURCHASER in manner aforesaid as shall or may be reasonably required AND the said VENDOR shall complete the construction of the said 20' ft. wide Road and of the said surface drain within six months from the date hereof and shall maintain the said Road and drains in proper state of repairs and shall arrange for lighting the said Road with electric light till the same are taken over by the Tollygunge or any other Municipality AND the said VENDOR do hereby further covenant with the said PURCHASER that the said VENDOR shall and will unless prevented by fire or any other inevitable accident from time to time and at all times hereafter upon every reasonable request and costs of the said PURCHASER produce or cause to be produced unto the said PURCHASER or his authorised agents or at any trial hearing commission examination or otherwise as occasion will require all or any of the deeds

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deeds and writings mentioned in Schedule 'B' hereunder written for manifesting defending and proving the title of the said land hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be or any part thereof AND the said VENDOR doth hereby further covenant with the said PURCHASER that the said PURCHASER having deposited with the said VENDOR 35 years proportionate rent payable to the superior landlord in respect of the said plot No.15A, of Gokul Kunja Scheme at Moore Avenue the said VENDOR will go on paying to the said superior Landlord the entire amount of rent or Jama to which the said Plot No.15A of Moor Gokul Kunja Scheme appertains and the said PURCHASER will have no liability to pay any rent to superior landlords AND that the said VENDOR shall from time to time and at all times hereafter indemnify and keep the PURCHASER indemnified against all losses and expenses that the said PURCHASER may suffer or incur for non-payment or irregular payment of rent as aforesaid or for any adverse estate charges encumbrances, liens lispendens attachments or agreements or trusts affecting the said Plot No.15A, of 'Gokul Kunja Scheme' hereby granted transferred or conveyed or expressed or intended so to be or any part thereof

SCHEDULE 'A' ABOVE REFERRED TO:-

ALL THAT piece or parcel of Mourashi Mokrari land hereditament and premises measuring 4 Cottahs 8 Chittaks 39 Square feet corresponding with .075 decimal situate lying at and being Plot No.15A of Vendor's land Development Scheme known as 'Gokul Kunja Scheme' at Moore Avenue within the limits of Tollygunge Municipality in Thana Sadar Tollygunge Sub-Registry office Alipore Pargana Khaspore Touzi No.151 Mouza Shibpore in the District of 24-Perganas and according to settlement records of rights comprised in J.L.No.42 R.S.No.37 and in Khatian and Dag Nos. as follows:-

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Part	Khatian No.	Dag No.	Total area of Dag.	Area sold out of the Dag.			Value
				K.	Ch.	Sq.ft.	
I.	193 -	251 -	.35	0	7	29	Rs 8398-15.
		286 -	.09	0	13	31	
		550 -	.31	1	11	24.	
				3	0	39	
II.	48 103	551 -	.14	0	3	33	Rs 4125- 0-
		552 -	.09	1	4	12	
				1	8	0.	

The land described in Part I and II appertains to an annual jama or rents of Rs 11/15/10 and Rs 27/3/7 respectively payable to the superior landlord namely Indu Bhusan Chakraborty and Gopal Chandra Chakraborty Trustees to Dwarka Nath Trust Estate at their office at No.107, Ashutosh Mukherjee Road, Calcutta. The said Plot No.15A of Gokul Kunja hereby sold is particularly delineated in the map or plan hereto annexed and bounded with Pin lines known and the same is butted and bounded in the manner as follows:- That is to say -

On the North -By Plot No.17A/1 and 17A of Gokul Kunja
 On the East-By Plot No.16A of Gokul Kunja,
 On the South - By 20'feet wide road and ,
 On the West - By Plot No.15A/1, of Gokul Kunja.

SCHEDULE 'B'

1. Original Indenture of Lease dated 30.4.40 executed Rai Bahadur Dwarkanath Chakraborty in favour of Mugneeram Bangur & Co. and registered at Alipore Sadar Sub-Registry office bearing deed No.1344 for 1940.

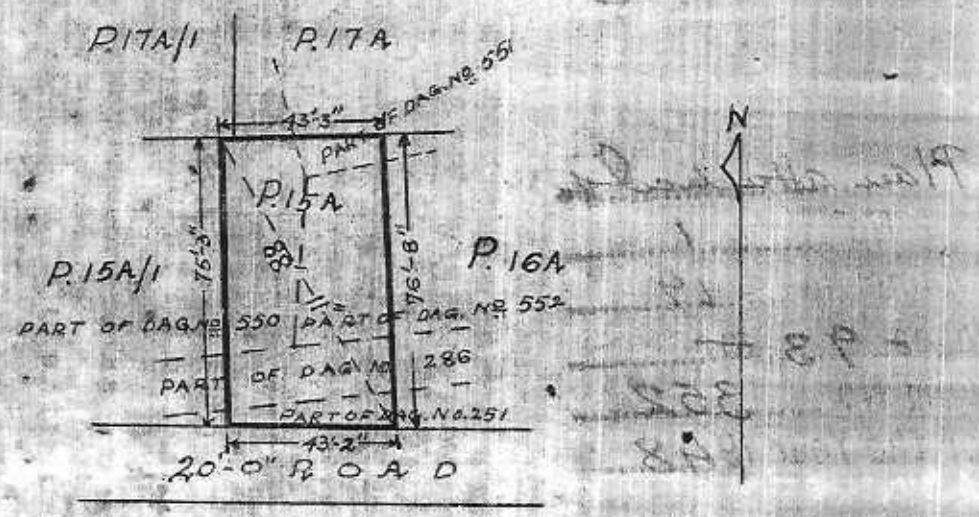
2. Original Indenture of Lease dated 30.4.40 from Rai Bahadur Dwaraka Nath Chakraborty to Mugneeram Bangur & Co., and

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MOOR AVENUE
 P. 251, 286, 550, 551, 552 OF MOOR AVENUE
 Scale 50'-1"

	K. CH. SF.
AREA IN DAG NO 251 - 0 - 7 - 29	
" " " " 286 - 0 - 13 - 71	
" " " " 550 - 1 - 11 - 24	
" " " " 551 - 0 - 3 - 33	
" " " " 552 - 1 - 4 - 12	
TOTAL AREA	4 - 8 - 39



MAGNEERAM BANGUR
(Signature)

Sd. A.C. Mukherji.
 MANAGER
 MAGNEERAM BANGUR

TARAK DUTTA HUF
(Signature)
 KARTA