

(2)

750 Rs.

(2)



Stamp Duty under Indian Stamp Act 1899 as amended by Act III of 1921 and section 82 of the Calcutta Improvement Act 1921 Schedule I A. No. 23-4

Stamp Duty under the Indian Stamp Act as amended by Act III of 1921... 324-50.
 Additional duty paid under the Calcutta Improvement Act... 43-00
 Paid in excess...
 Total 754-50.

54

Inspected under

29/1
21

Chitra Mehta
R.B. Mehta

Sub-Registrar, Alipore
Sadar

96
11/8

THIS INDENTURE made this THE 4th day of JANUARY ONE THOUSAND NINE HUNDRED AND SIXTYTWO BETWEEN SM. CHITRA MEHTA wife of Sri R.B. Mehta Hindu Housewife residing at 41, Southern Avenue, P.S. Tollyganj, Dist. 24 Parganas herein-after referred to as the VENDOR (which term unless excluded by or repugnant to the context shall mean and include her heirs, executors, administrators, representatives and assigns) of the FIRST PART AND SRI R.B. MEHTA son of

7991

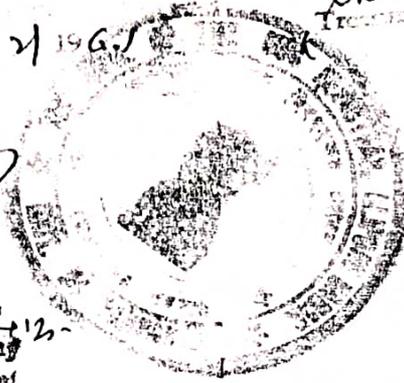
Haimanshu Chakravorti

10 7502 ✓
1e 418 ✓ 27/12/1961

27/12/61

754/8

(754.52)



Presented to Registrar at 4/12/61
11/15 A.M. or P.M. of the day
Announced at the office of
the Registrar, Aligarh Sadar
by Chitra Mehta
attorney No. _____
authorized by the

Chitra Mehta

111 Shri Chitra Mehta
Wife of R. B. Mehta
122 R. B. Mehta
300 / wife of Shri Ramesh Mehta
411 Sunil Kumar Mehta
District Aligarh
by Chitra Mehta
attorney No. _____
authorized by the

Registrar, Aligarh
Sadar

Chitra Mehta

R. B. Mehta

Bills are Personally
Known to me

by _____
Son/wife of _____
of _____
District _____

20.6.9.91 by Chitra Mehta B492113
is paid in my presence Chitra Mehta
by Chitra Mehta 31.62
attorney No. _____
authorized by the

Registrar, Aligarh

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Haimansher Chakravarti

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12 4/8 27/12/61
754/8
(754.52)

Handwritten signature and date: 27/12/61



Sub-Registrar, Alipore
Sadar

Handwritten initials or signature

Handwritten text and date: 21.62

Sub-Registrar, Alipore
Sadar 4762

Chitra Mehta
R. B. Mehta

the municipal limit of Tollyganj municipality having acquired them from their respective owners by several deeds of conveyances, Deed of Gift and having received recognition of such transfers by superior landlords and Towzi holders and by means of G.S. Records and mourashi Mokarari Pattas of various dates as mentioned in the Schedule "C" hereunder written AND WHEREAS the land measuring .45 and .24 decimal of G.S. Plot No.29 and 30 respectively appertaining to Khatians No.66 and 172 under Towzi No.151 and 152 respectively and land measuring 1.13 decimal of G.S. Plot No.31 appertaining to Khatian No.215 sub-khatian 216 and 99 sub-khatian 100 of mowza Khanpur in all measuring 1.82 decimal corresponding to 5 Bighas 10 cottahs more or less are included and part and parcel of the aforesaid 25 Bighas 10 cottahs 8 chittaks of land more or less AND WHEREAS for the purpose of selling the said land Sri Hirendra Lal Sarkar divided the same in small building sites or plots and developed the same by opening out roads therein AND WHEREAS the said Hirendra Lal Sarkar has made a plan or map of the said entire land measuring 25 Bighas 10 cottahs 8 chittaks more or less delineating different plots into which the said land has been divided and marking the plot thereon with different numerical number as 1,2,3 etc. and also showing the different public roads opened and constructed AND WHEREAS by an Indenture of conveyance bearing the date 21st day of January, 1950 and made between the said Hirendra Lal Sarkar of the one part and the Vendor hereof of the other part and registered in Book 1 Volume II pages 120 to 129 Being No.230 for the year 1950 of the Sadar Joint Sub-registration Office at Alipore and for the consideration as therein mentioned the said Sri Hirendra Lal Sarkar indefeasibly sold granted, transferred and assured unto the Vendor hereof ALL THAT the piece of partly mourashi

(Contd. A)

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mokarari partly Rayat mokarari, and partly sthitiban rayati land hereditaments and premises situate within mowza Khanpur P.S. Tollyganj within the municipal limit of the then Tollyganj municipality sub-registration office, Alipur District, 24 Parganas and Being Plot No.74A formed out of and being a part and parcel C.S. Plot No.29,30 and 31 and measuring 10 cottas free from all encumbrances AND WHEREAS the municipal limits of the Tollyganj has been added to the Corporation of Calcutta by notification No.M.IM-79/52(11) dated 31st March,1953 from the 1st day of April,1953 and all assets and liabilities of the commissioners of the municipality of Tollyganj have vested in and devolved on the Corporation of Calcutta and Whereas the land described above and more fully described in the Schedule of the hereinbefore part recited conveyance dated 21-1-50 and more fully delineated on the map or plan attached thereto and thereon coloured red is now situate within the municipal limits of the said Corporation of Calcutta AND WHEREAS the said Corporation of Calcutta has assessed and numbered the same as 29/7/1, Puddapukur Road (Street No.17) in Ward No.80 of the Corporation of Calcutta AND WHEREAS the Vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled to as and for an estate equivalent to a mourashi mokarari and Rayat mokarari and rayat Sthitiban right the said plot No.74A of Asoke Park Building estate Scheme corresponding to at present Calcutta Corporation Premises No.29/7/1, Puddapukur Road AND WHEREAS the Vendor is now desirous of selling the western portion measuring 5 Cottahs out of the said land more fully described in Schedule "A" hereunder written and more fully delineated on the map or plan attached hereto and thereon coloured red and marked I which the confirming party confirms AND WHEREAS the PURCHASER has approached the VENDOR for the

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purchase of the same at a price of Rs.4,300/- per cottah and THE VENDOR has accepted the proposal of THE PURCHASER and has received a sum of Rs.1,001/- (Rupees One thousand and One only as earnest money out of the consideration as part payment the on the First day of October, One thousand Nine hundred and Si one and has entered into an agreement with the Purchaser for absolute sale to him of the said land hereditaments and premi measuring 5 cottahs from the Western side of the said Calcutt Corporation premises No.29/7/1, Puddapukur Road, with the kho hut standing on a part of the same fully described in Schedul hereunder written and more particularly delineated on the map or plan attached hereto and thereon coloured red and marked I free from all encumbrances NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of th premises and in consideration of the sum of Rs.20,499/- (Rupees Twenty thousand Four hundred and Ninetynine only) of lawful money of Indian Union paid by the PURCHASER to the VENDOR on before the execution of these presents as more particularly mentioned in the memo of consideration written hereunder in Schedule 'D' thus totalling a sum of Rs.21,500/- (Rupees Twenty thousand and Five hundred only) being the price in full of the said piece or parcel of land measuring 5 cottahs (the receipt whereof the Vendor doth as well as by receipt hereunder written admit and acknowledge and from the payment thereof doth hereby acquit release and discharge for ever the Purchaser as well as the said land) the Vendor does by these presents grant sell transfer and convey unto the said Purchaser ALL THAT the piece or parcel of partly mourashi mokerari, partly Rayat mokerari and partly Rayat Sthitiban Land, hereditaments and premises measuring 5 cottas being the western portion of Plot No.74A of the Asoke Park building Estate Scheme at present assessed and

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numbered as 29/7/1, Puddapukur Road by the Corporation of Calcutta fully described in Schedule 'A' hereunder written and more particularly delineated on the map or plan attached hereto and thereon coloured red and marked I or HOWSOEVER otherwise the said land hereditaments and premises or any part thereof now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished together with the khola hut standing on a part of it, boundary wall, erections, fixtures, light connection, court courtyards areas drains, ways passages under courses rights liberties easements, privileges advantages and appurtenances whatsoever to the said land hereditaments and premises belonging or anywise appertaining to or with the same or any part thereof held used occupied or enjoyed or reputed to belong to or to be appurtenant thereto ALL the estate right title interest property claim and demand both at law and in equity whatsoever of the said Vendor into and upon the said land hereditaments and premises or any part thereof and also together with the right of the said vendor and her successors-in-title to pass or repass with or without vehicles over and along the roads made out and carved in the said Scheme excepting the 40 ft. Road to the East of Plot No.74A which is at present occupied by Sm. Shaila bala Chanda wife of Sri Akhil Chandra Chanda who has constructed a building thereon now known and numbered as premises No.349/322 Netaji Subhas ^{Chandra} Road of the Corporation of Calcutta and also together with the right to take electric and telephone and water pipes over along and underneath the said road excepting the 40 ft. road to the East of Plot No.74A of the Asoke Park Building Estate Scheme To Have and Hold the said land hereditaments and premises together with the rights and privileges appertenant thereto as aforesaid hereby granted transferred and conveyed or expressed or intended so to be unto and to the

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use of the said Purchaser absolutely and for ever free from all encumbrances and the confirming party does hereby confirms the same And The Vendor does hereby covenant with the Purchaser that notwithstanding any act deed matter or thing whatsoever by the said Vendor done or executed or knowingly suffered to the contrary she the said Vendor now has in herself good title full power and absolute authority to grant, sell transfer and convey the land hereditaments and premises hereby granted sold, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter possess and enjoy the said land, hereditament and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand to recover from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for her and that free from all encumbrances And further that the said vendor shall and will from time to time and at all times hereafter at the request and cost of the said Purchaser execute and cause to be done and executed all such acts and things whatsoever for further and more perfectly assuring the said land hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND THAT The Vendor has handed over to Sri Ashit Ranjan Sen Gupta, a purchaser of the rest of the land of Plot No.74A on the eastern side the original deeds of title as described in Schedule 'B' hereunder written by which the Vendor derived her title in the land hereby granted sold, transferred and conveyed or intended so to be and there are stipulations in the conveyance to Sri Ashit Ranjan Sen Gupta that he shall keep the said deeds unobliterated and in good condition, damage by fire and act of God excepted and shall give inspection of the

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said deeds to the Purchaser or his agent as he may require from time to time AND the Vendor further covenants that Deeds of Title as mentioned in Schedule 'C' relating to the entirety of the property measuring 25 Bighas 10 cottahs 8 chittaks more or less as hereinbefore mentioned have been retained by Sri Hirendra Lal Sarkar of Asoke Park and the said Hirendra Lal Sarkar stipulated and mentioned in the deed of conveyance in favour of the vendor that he shall preserve all such deeds documents, writing and muniments of title relating to the said land hereditaments and premises in good condition damage by fire or any act of God being excepted, and also has covenanted to produce or cause to be produced those deeds to the Vendor, his attorney and agents at all reasonable times at the request of the Purchaser at his cost and as such the Vendor transfers her right regarding production of these documents for the purpose of manifesting defending or proving her title to and in the land hereditaments and premises or part thereof hereby transferred or expressed or intended so to be AND the Vendor doth hereby further covenant that the said land and premises hereby transferred granted conveyed and sold or expressed or intended so to be is free from all encumbrances and is not charged with any maintenance, lispense, trust and attachment.

SCHEDULE 'A' ABOVE REFERRED TO (DESCRIPTION OF LAND).

ALL THAT piece or parcel of land measuring 5 cottas from the Western side of Plot No.74A of the Asoke Park Building Estate Scheme and carved out partly of C.S.Plot No.29,30,31 appertaining to Khatian No.66 and 172 and 31 appertaining to Khatian No.99 sub-khatian 100 and Khatian No.215 sub-khatian 216 partly of mourashi mokarari, partly Rayat Mokarari and partly Rayat Sthitiban right in mouza Khanpur formerly within the limits of Tollyganj municipality but at present within the

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Corporation of Calcutta and assessed and numbered with the said Corporation as Calcutta Municipal Premises No.29/7/1, Puddapuk Road, P.S. Tollyganj, Sub-registration District Alipore District 24 Parganas. The said land measuring 5 cottahs being butted and bounded as follows that is to say:-

- North - (45 ft.) - by Plot No.74C of Asoke Park Building Estate Scheme,
- South - (45 ft.) - formerly P.N. Roy Road but at present the public road of the Corporation of Calcutta known as Puddapukur Road,
- East - (80 ft.) - remaining land of the Vendor sold to Sri Ashit Ranjan Sen Gupta.
- West - (80 ft.) - land of the Purchaser purchased from Sumitra Mehta,

Proportionate rent payable for the land to Rajendra K. Singhi and Pravash Chandra Mandal and others -/42 nP. with the khola hut on a part of it boundary wall, electric connection and other fixtures, the said land being more fully delineated on the map or plan attached hereto and thereon coloured red and marked I.

SCHEDULE 'B' LIST OF DOCUMENTS HANDED
OVER TO SRI ASIT RANJAN SEN GUPTA.

- (1) Original conveyance dated 21-1-50 executed by Hirendra Lal Sarkar in favour of the Vendor (Book 1 Vol.II pages 120-129 Being No.230 for the year 1950 of Sadar Joint Sub-registration Office, Alipur).
- (2) Original deed of Security dated 21-1-50 executed by the Vendor in favour of Hirendra Lal Sarkar (Book 1 Vol.9 Pages 229 to 234 being No.231 for the year 1950 of Sadar Joint Sub-Registration Office, Alipur).
- (3) Original Deed of Release executed by Hirendra Lal Sarkar in favour of Chitra Mehta (Book 1 Vol.96 pages 122 to 124, Being No.5069 for the year 1961 of Sadar Joint Sub-Registration Office, Alipur).

Chitra Mukta
R. B. Verma

SCHEDULE 'C' LIST OF DOCUMENTS RETAINED
BY HIRENDRA LAL SARKAR.

1. Bengali Conveyance dated 4-10-1921 by Ramsoshi Chowdhury favour of Shyam Lal Sarkar (Book 1 Vol.49 pages 65 to 73 Being No.8989 for the year 1921 of Alipur S.R. Office.)
2. Sale certificate dated 20-7-1922 of Ex. Case No.203 of 19 of 1st Munsif Court, Alipore.
3. Bengali Conveyance, dated 31-8-22 by Golam Sovan and another in favour of Shyam Lal Sarkar (Book 1 Vol.83 pages 42 to Being No.3858) for the year 1922 of S.R. Office, Alipore.
4. Bengali Conveyance dated 1-10-1924 by Sk.Golam Sovan and another in favour of Shyamlal Sarkar (Book 1 Vol.113, pages 76 to 83 Being No.5159) of 1924 of S.R. Office, Alipore.
5. Bengali conveyance dated 10-2-30 by Jatindra Nath Mandal in favour of Hirendra Lal Sarkar (Book 1 Vol.35 pages 47 to Being No.503) for the year 1930 of S. R. Office, Alipore.
6. Bengali conveyance dated 11-3-30 by Sree Charan Mandal in favour of Hirendra Lal Sarkar (Book 1 Vol.7 pages 171-178 Being No.662) of 1930 of S.R.Office, Alipore.
7. Bengali Mourashi Patta dated 9-3-31 Between Naba Kishore Mandal and 12 others in favour of Shyamlal Sarkar (Book 1 Vol.39 pages 189 to 200 Being No.1608) for the year 1931 of S.R. Office, Alipore.
8. Deed of Gift dated 18-9-32 by Shyamlal Sarkar to Hirendra Lal Sarkar (Book 1 Vol.71 pages 158 to 168 Being No.3825) for the year 1932 of S.R. Office, Alipore.
9. Bengali conveyance dated 11-6-1940 by Munshi Abdul Kader favour of Hirendra Lal Sarkar (Book 1 Vol.47 pages 147 to 150 Being No.1922) of 1940 of D.S.R. Alipore.

- 10. Bengali Patta dated 15-3-37 between Bahadur Singh Singhi 1st party and Hirendra Lal Sarkar 2nd party (Book 1 Vol.24 pages 193 to 199 Being No.904) of 1937 of D.S.R. Office, Alipore.
- 11. Bengali conveyance dated 13-8-40 by Khelaram Laskar in favour of Hirendra Lal Sarkar (Book 1 Vol.83 pages 51-52 Being No.2843) of 1940 of D.S.R. Office, Alipore.

IN WITNESS WHEREOF the said Vendor and the confirming party have hereunto set and subscribed their Hands the day month and year first above written.

Signed and delivered in the presence of witnesses:-

VENDOR *Chitra Mehta*
 Confirming Party *R. B. Mehta*

- 1. *Bhadracharya Prasad Mukherjee*
Plades Road in Court A.C. Lane
- 2. *G.K. Mehta*
71 B Southern Road Calcutta 29

SCHEDULE 'D'

Memo of consideration

- 1. On 1-10-61 towards earnest money out of the consideration money. ... Rs.1,001/00.

The rest Rs.20,499/- are paid in the following way.

- 2. By Pay order No. B 192113 dt 3.1.62 issued by National And Grindlays Bank Limited, 41 Chowringhee Calcutta in favour of Chitra Mehta - 20,499.00
Rs. 21,500.00
Rupees Twentyone Thousand and five Hundred only

Chitra Mehta

