

~~3322~~ 60Rs.



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M. C. A. S. 2-5-83
Lab. Negatives at 100/-
Dist. 24 PARGANA

CONVEYANCE.

2nd

The INDENTURE OF SALE made this day of May one thousand nine
hundred and sixty four BETWEEN BHUSAN CHANDRA NASKAR son of Late
Mahendra Nath Naskar of village Mahadevpur P.S. Maheshtala District
24 Parganas hereinafter called the VENDOR (which term unless
excluded by or repugnant to the context or meaning of these
presents shall include his heirs, successors, representatives and/or
assigns of the ONE PART AND Shree ANNA NATH PATHAK, son of Late
Pt. Pakir Chand Pathak, at present of 19, Ganesh Chandra Avenue,
Calcutta and carrying on business there under the name and style
M/s. Vesco Products Co, as its Sole Proprietor, hereinafter shall
be called the PURCHASER which term unless excluded by or repugnant
to the context or meaning of these presents shall include his heirs,
successors, representatives and/or assigns of the OTHER PART WHEREAS
^{A son}
one Krishna Mandal of village Jobindapur P.S. Maheshtala Dist. 24-
Parganas was the owner of "13 acre Basta land of Dar No. 280 in
Khatian No. 111 of Mouza Jobindapur J.L. No. 9 Touzi No. 65 R.S. No.
72. P.S. Maheshtala Dist. 24-Parganas hereinafter referred to "The
said land" and whereas he had several huts (with tiled roofs and
mudwalls) there, where he had been living and WHEREAS he died
intestate leaving behind him his son Prasad Chandra Mandal and

1066

B. B. Thor
P. S. C. L. C. L.
Calcarous dolomite



The ¹~~2~~ ~~3~~ ~~4~~ ~~5~~ ~~6~~ ~~7~~ ~~8~~ ~~9~~ ~~10~~ ~~11~~ ~~12~~ ~~13~~ ~~14~~ ~~15~~ ~~16~~ ~~17~~ ~~18~~ ~~19~~ ~~20~~ ~~21~~ ~~22~~ ~~23~~ ~~24~~ ~~25~~ ~~26~~ ~~27~~ ~~28~~ ~~29~~ ~~30~~ ~~31~~ ~~32~~ ~~33~~ ~~34~~ ~~35~~ ~~36~~ ~~37~~ ~~38~~ ~~39~~ ~~40~~ ~~41~~ ~~42~~ ~~43~~ ~~44~~ ~~45~~ ~~46~~ ~~47~~ ~~48~~ ~~49~~ ~~50~~ ~~51~~ ~~52~~ ~~53~~ ~~54~~ ~~55~~ ~~56~~ ~~57~~ ~~58~~ ~~59~~ ~~60~~ ~~61~~ ~~62~~ ~~63~~ ~~64~~ ~~65~~ ~~66~~ ~~67~~ ~~68~~ ~~69~~ ~~70~~ ~~71~~ ~~72~~ ~~73~~ ~~74~~ ~~75~~ ~~76~~ ~~77~~ ~~78~~ ~~79~~ ~~80~~ ~~81~~ ~~82~~ ~~83~~ ~~84~~ ~~85~~ ~~86~~ ~~87~~ ~~88~~ ~~89~~ ~~90~~ ~~91~~ ~~92~~ ~~93~~ ~~94~~ ~~95~~ ~~96~~ ~~97~~ ~~98~~ ~~99~~ ~~100~~ ~~101~~ ~~102~~ ~~103~~ ~~104~~ ~~105~~ ~~106~~ ~~107~~ ~~108~~ ~~109~~ ~~110~~ ~~111~~ ~~112~~ ~~113~~ ~~114~~ ~~115~~ ~~116~~ ~~117~~ ~~118~~ ~~119~~ ~~120~~ ~~121~~ ~~122~~ ~~123~~ ~~124~~ ~~125~~ ~~126~~ ~~127~~ ~~128~~ ~~129~~ ~~130~~ ~~131~~ ~~132~~ ~~133~~ ~~134~~ ~~135~~ ~~136~~ ~~137~~ ~~138~~ 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HILLAS 947
Sub-Registrar of Adarsh,
Dist. 24 PARGANAS

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Jugal Chandra Nayar

W. M. F. Inc.
60-Regina St., Toronto 2-S. 53
THE 24 PARLIAMENT



(Continued Page No. 2.)

Srimati Karuna own his only heir, to the said properties left by and witness said Prasad Chandra Mandal and his mother Karuna Devi a conveyance dated 27.3.56 sold out the said land along with the structures, as aforesaid on the same at a valuable consideration mentioned therein, in favour of one Sabiul Huque Mollah, son of Md. Jahurul Mollah of village Sonatpur P.S. in Barisal, Dt. 24-Parg and witness said Sabiul Huque Mollah by the said Purchase became sole owner of the said properties and he sold out the same to one Bhupan Chandra Basakar, the Vendor hereof, for a consideration of Rs. 500/- (Rupees five hundred only) by a conveyance dated the 6th Agrahayan, 1363 B.S. corresponding English date 22.11.56 duly registered before the Joint Sub-Registrar of Alipore at Behala and entered in Book No. 1. Volume 53, Pages 3 to 4 Regn No. 3789 for year 1956 subject to an agreement for reconveyance of even date made by the Said Purchaser (the Vendor hereof) in favour of the Said said Sabiul Huque Mollah stating therein if the latter makes payment of the said consideration of the conveyance in question to the said executant of the said agreement, (the Vendor hereof) within three years of the date thereof the vendor would reconvey the said property in favour of Said Sabiul Huque Mollah and whereas said Sabiul Huque Mollah failed to make payment of the said consideration within the said period to the Vendor hereof and availed the deed of conveyance done in his favour by him in compliance with the terms of the said



(Continued Page No. 3)

whatsoever and whereas the Vendor hereof brought a Title Suit being No. 593 of 1961 before the Munsiff 1st Additional Court at Alipur for ejection of Said Prasad Mandal and Karuna Bawa from the Said land and properties on the grounds stated therein which was dismissed by the Said Munsiff and whereas on appeal the suit was remanded to the Munsiff for fresh hearing by the Said appellate court (Additional District Judge Alipur by his order dated 20.3.63) and the Said Munsiff accordingly reheard the suit and decreed in favour of the plaintiff on 10.6.63 and whereas against the said decision of the Court the defendants said Prasad Mandal and another preferred an appeal against the said plaintiff decreeholder being Title appeal No. 962 of 1963 before the 3rd Sub Judge, Alipur and the appellate court confirmed the previous judgement and decree (passed by the learned Munsiff) appealed against by his order dated 23.12.63 and the said defendants respondents again preferred an appeal against the said appellate decision of the learned 3rd Sub-Judge, Alipur, dated 23.12.63 before the Hon'ble High Court of Calcutta being appeal S.A.T No. 611 of 1964 which was summarily dismissed on 10.4.64 by the Hon'ble Justice Shri. Panerjee and Justice D. Rose and whereas in the pending Title Execution Case No. 22 of 1964 before the 1st Additional Munsiff Alipur said Bhushan Chandra Haskar Decreeholder against Prasad Mandal and another

(Continued Page No. 4)

Judgement-debtors the parties concerned filed a joint petition on -- whereby the Judgement debtors made over absolute possession of the Said sheds and structures along with the land sold hereby and fully stated in schedule below, in favour of Bhupan Chandra Naskar the said decessholder (of the said Title Suit) and the Vendor hereof and whereas the Vendor thus has been in clear and undisturbed possession of the said land with all structures thereon fully stated in schedule below and his exclusive ownership thereto having been duly held and confirmed by the trying and appellate courts as aforesaid and where due to the said litigations the Vendor hereof has been encumbered with various liabilities and to meet the same and other family expenses has declared to sell the said land along with the existing sheds thereon and whereas the Purchaser hereof offered to purchase the same fully described in schedule below at Rs. 5000/- (Rupees five thousand only) and the Vendor hereof accepted the said offer given by the Purchaser having agreed to sell to him the said land with structures thereon at the said consideration Rs. 5000/- (Rupees five thousand only) being the highest market price of the same at this time NOW THIS INDENTURE WITNESSETH that in pursuance with the said verbal agreement between the parties hereof and in consideration of the payment of Rs. 5000/- (Rupees five thousand) by cash made by the Purchaser to Vendor the receipt of which the Vendor doth hereby admit and acknowledge and for ever discharge the Purchaser from payment of the same or any portion thereof AND THE VENDOR doth hereby grant, convey, transfer, sell and assign to and unto the said Purchaser the said land measuring *13 acre in area and fully described in schedule below free from all encumbrances together with all rights privileges, liberties and easements whatsoever to and upon the said land and structures or any part thereof belonging TO HAVE AND HOLD the said land with all the structures thereon hereby granted, conveyed, sold transferred and assigned and expressed so to be unto and to the use of the Purchaser absolutely and for ever AND the Vendor doth hereby

(Continued Page No. 5.)

Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land with all the structures thereto granted, transferred, conveyed or expressed so to be for a perfect and indefeasible right to the same and described in schedule below without any manner of condition, use or anything whatsoever alter, defeat, encumber or make void the same and that notwithstanding any such act, deed or thing whatsoever as aforesaid the Vendor has now good right and title to grant, convey, sell and transfer and assign the said land with structures thereon hereby granted, conveyed and assigned or expressed so to be unto and to the use of the said purchaser in manner aforesaid AND THAT the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land by demolishing the existing sheds and structures thereon to his best advantages or by construction of buildings and new structures, sheds thereon or otherwise enjoy and receive the benefits, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully and equitably claiming from, under or in trust for him AND THAT free from all encumbrances whatsoever AND the Vendor shall 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 or executed all such acts, deeds and things whatsoever for further and ~~maximally~~ so perfectly assuring the said land and the structures thereon and ever part thereof unto and to the use of the Purchaser as may and shall reasonably be required.

The Vendor doth hereby further indemnify and assure the Purchaser that he had neither transferred the said property to anybody in any form nor did he make any agreement for sale thereof with anybody and the said land is free from any attachment or lien or encumbrance whatsoever. In future if any thing wrong contrary to the said statements of the Vendor and any defect in the Vendor's said good title in the land sold transpire detrimental to the interest of the Purchaser to his loss ^{shall} - - -

(Continued Page No. 6)

or by transfer of his other moveable and immoveable properties in favour of the Purchaser.

THE SCHEDULE ABOVE REFERRED TO:

District. 24-Parganas Touzi No. 66. R.J. No. 72 Parganas Balia. P.

Maheshtala Sub-registrar Alipur Mound Gobindpur J.L. S.

Khatian	Dag	Nature	Area	Right
III	288	Bastu	'13 acre.	Korfa occupancy right.

(Annual rent Rs. 5/- Rupees five only, payable to Collector, 24-Parganas.)

MEMO OF CONSIDERATION RECEIVED.

Rs. 100/- G.C. notes 50 Pieces Rs. 5000.00 nP.

(Rupees five thousand only)

Butted and bounded:-

By the North Veeradeb Purkayash

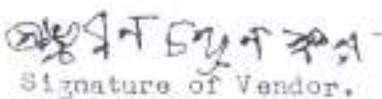
By the East 50

By the South 50 Samin Malla & Ali

By the West Naukachal Jute mill

In witness whereof Bhushan Chandra Naaskar the Vendor hereof puts his signature on date, month and year above written at the very inception of these presents.

Witnesses:



Signature of Vendor.

1. Bhushan Chandra Dhar
2. B.P. Lower Chittpur ^{Advocate} Road
3. Sankal Ch. Naaskar. ^{Cst}
M.L.P.O. Maheshpara

Read over, explained and

admitted correct.

100/- Rs.
2.5.64


Anil Kumar Das
2.5.64

Sub-Register of Births
Date 24 VARGAS

William Fox
Sub-Register of Births
Date 24 VARGAS

W. Fox
Sub-Register of Births
Date 24 VARGAS
1900
T-
E
2/1
3.00
3.00