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3322

60Rs.



738

25/5/64
 Bengal
 under the Indian Stamp Act 1899
 No. 2/3
 Fee paid =

Rs 21.50
 Rs 1.50
 33.00

J. Jeevanjee
 Sub-Registrar of
 Dist. 24 PARGANA

CONVEYANCE.

The INDENTURE OF SALE made this ^{2nd} day of May one thousand nine hundred and sixty four BETWEEN BHUSAN CHANDRA NASKAR son of Late Mahendra Nath Naskar of village Mahadebpur 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 assigns of the ONE PART AND Shree SEVA NATH PATHAK, son of Late Pt. Fakir 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 one ^{of them} Krishna Mandal of village Gobindapur P.S. Maheshtala Dist. 24-Parganas was the owner of 13 acre Basta land of Dar No. 298 in Khatian No. 111 of Mouza Gobindapur 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 of

3/5

10 Feb
 to B. B. Das
 of P. S. C. C. C.
 Calcutta
 The ~~Registrar~~ ^{Treasurer}



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 30/4/64

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 10 102
 10 215
 10 215

21 May 64
 Sub-Registrar of Assurances
 No. 24 PARGANAS

[Signature]
 Sub-Registrar of Assurances
 No. 24 PARGANAS

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 Sub-Registrar of Assurances
 No. 24 PARGANAS

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4305

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 Sub-Registrar of Assurances
 No. 24 PARGANAS

Subal Chandra, Noida



(Continued Page No. 2.)

Brijati Karuna Pawa his only heir, to the said properties left by and whereas said Prasad Chandra Mandal and his mother Karuna Pawa 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 Sabirul Haque Mollah, son of Late Jahurall Mollah of village Bontosour P.O., Dt. 24-Par and whereas said Sabirul Haque Mollah by the said Purchase became Sole owner of the said properties and he sold out the same to one Bhuvan Chandra Naskar, the Vendor hereof, for a consideration of Rs. 500/- (Rupees five hundred only) by a conveyance dated the 8th Aashvayan, 1363 B.S. corresponding English date 22.11.56 duly registered before the Joint Sub-Registrar of Alipur at Bahala and entered in Book No. 1, Volume 59, Pages 3 to 4 Serial 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 Sabirul Haque 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 Sabirul Haque Mollah and whereas said Sabirul Haque Mollah failed to make payment of the said consideration within the said period to the Vendor hereof and gave the deed of reconveyance 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 ejectment 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 decreasholder 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^{Shri} D. Bose and whereas in the pending Title Execution Case No. 22 of 1964 before the 1st Additional Munsiff Alipur Said Shushan Chandra Naskar Decreeholder against Prasad Mandal and another

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 Bhusan Chandra Maskar the sa decreeholder (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 w 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 sa 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 structure thereon at the said consideration Rs. 5000/- (Rupees five thousand o 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 thereon hereby 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 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 ~~amazingly~~ more perfectly assuring the said land and the structures thereon and every 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 he 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.S. No. 72 Parganas Balia. P. Maheshtala Sub-registrar Alipur Mouza Gobindpur J.L. S.

Khatian	Dag	Nature	Area	Right
111	298	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 *Veedeeb Panchan Lal*

By the East *50*

By the South *Samin Malla & etc.*

By the West *Har Central Jute Mill*

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

Witnesses:

Bhusan Chandra Naskar
Signature of Vendor.

- Bhishan Bhushan Dhar*
- 34 Lower Chitpur Road*
Advocate
- Sukul. Ch. Naskar*
7
Vill + P.O. Maheshola

Read over, explained and

admitted correct.

10/10/64
2.4.64

Authenticated to be a copy
A. Subramanian

Sub-Register of Arrivals
Mar. 24 1908



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