

STAMP SUPERINTENDENT,

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Admissible under Rule Ziguly stamped under Indian Stamp Act 1899 as amended by Act III of 1922 and section 82 (i) of Calcutta Improvement Act 1911 Schedule I. A. No. 2-3

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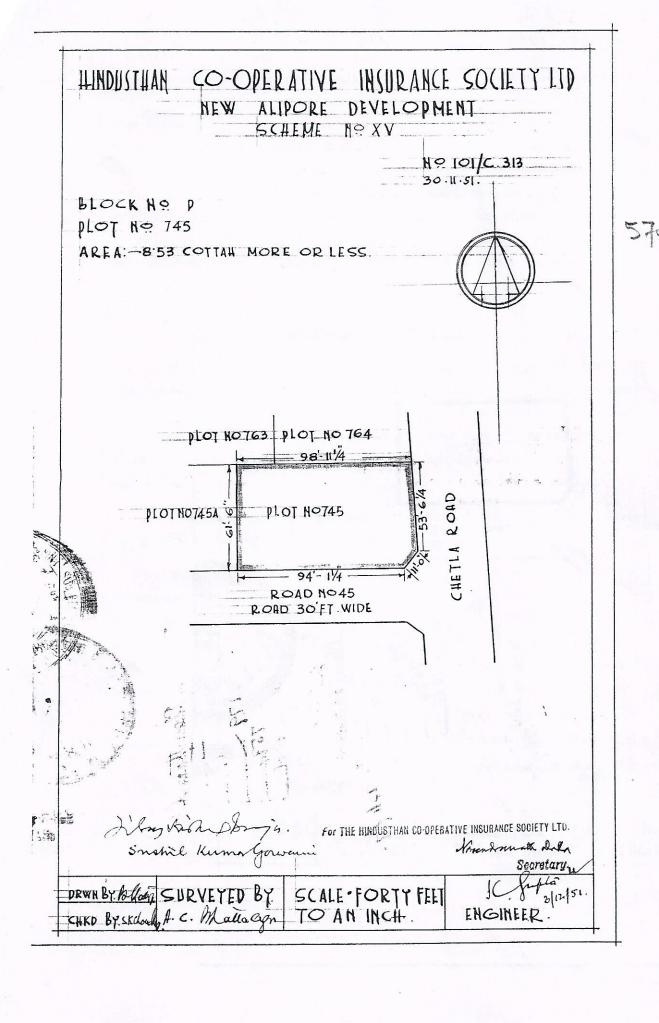
THIS INDENTURE made this to day of a saccombone thousand Nine hundred and Fifty one Between THE HIMDUSTHAN CO-OPERATIVE INSURANCE SOCIETY LTD., a joint stock company incorporated under the Indian Companies Act and having its registered office at No. 4, Chittaranjan Avenue in the town of Calcutta hereinafter referred to as "the Society" (which expression shall where the context so requires include its assigns) of the One Part AND USHA RANI BISWAS wife of Pratap Chandra Biswas by caste Hindu by Occupation household duties of No. 4/34, Chanditolla Lane, Calcutta hereinafter referred to as "the purchaser" (which expression shall where the context so requires include her heirs executors administrators and assigns) of the Other Part WHEREAS the Commissioners for the Port of Calcutta hereinafter called the "Commissioners" were seised and possessed of and were at all material times absolutely entitled to amongst other lands a plot of land measuring about 603 Bighas 18 cottahs more or less in Shahpur being a portion of Port Commissioners surplus land lying between Diamond Harbour Road and Tolly's Mullah within the Municipal limits of the Corporation of Calcutta AND WHEREAS the General Electric Company, Ltd., a company incorporated in England and having its registered office at Magnet House, Kingsway, London W. C. 2, England were seised and possessed of and were at all material times absolutely entitled to a plot of land being another portion of the Port Commissioners' surplus land measuring 4 Bighas 11 cottas more or less on the Shahpur Road within the Municipal limits of the Corporation of Calcutta by purchase from the Commissioners AND WHERFAS out of the said lands the Society is now seised and possessed of and otherwise absolutely entitled to more or less 578 Bighas (the remaining 30 Bighas 2 cottas more or less having been acquired by the Govt. under declaration No. 2068 L.A. dated 20.2.42 published in the

Calcutta Gazette dated 26.2.42 made under the provisions of Sec. 6 of Act 1 of 1894) having acquired the same by purchase from the said Commissioners by two Indentures of Conveyance dated the 23rd day of February 1940 and the 5th day of March, 1942 and registered at the District Sub-Registry Alipore in Book 1 Vol.13 at pages 189 to 194 being No. 563 for the year 1940 and in Book 1 Vol. No. 30 at pages 129 to 136 being no. 708 for the year 1942 respectively and made between the said Commissioners of the One Part and the Society of the Other Part and also from the said General Electric Co. Ltd., by an Indenture of Conveyance dated the 4th day of October 1939 and registered in Book No. 1 Vol. 81 Pages 202 to 205 being No. 3534 for the year 1939 District Sub-Registry, Alipore and made between the said Electric Co.of the One Part and the Society of the Other Part AND WHEREAS the Society decided to and did level the said lands open out roads and subdivide the same into small plots or sites in different Blocks suitable for residential purposes under a scheme being its New Alipore Development Scheme No. XV and offered for sale such plots as aforesaid AND WHEREAS one Jotindra Nath Khatua of 83, Chetla Road, Tollygunge, Calcutta approached the Society for the purchase of Plot No. 745 in Block 'F' of the said scheme as delineated in the plan annexed hereto and thereon enclosed in red verge full particulars whereof are given in the Schedule hereunder written AND WHEREAS the offer of the said Jotindra Nath Khatua was accepted by the Society AND WHEREAS the said Jotindra Nath Khatua paid a sum of Rs. 1,216/as earnest money for the purchase of the said plot No. 745 AND WHEREAS by an Indenture dated the 8th day of November One thousand nine hundred and Forty eight made between the said Jotindra Nath Khatua of the One Part and Shaik Mohit Boks of 26, Russa Road South P.S. Tollygunge, 24-Parganas of the Other Part and registered in Book 1 Volume No. 73 Pages 226 to 229 being no. 3837 for the year 1948 at the District Registration office Alipore, the said Jotindra Nath Khatua did for the consideration therein mentioned transfer assign grant and convey all his right title and interest under the agreement for sale dated 22.1.43 between the Society and the said Jotindra Nath Khatua in respect of the said plot together with the said sum of Rs. 1,216/- paid by him as aforesaid to and in favour of the said Shaik Mohit Boks AND WHEREAS the said Shaik Mohit Boks paid to the Society a further sum of Rs. 3,648/12/- making together with the aforesaid sum of Rs. 1,216/- the sum of Rs. 4,864/12/- AND WHEREAS by another Indenture dated the 22nd day of November, 1950 made between the said Shaik Mohit Boks of the One Part and Krishan Kumar Kalra of No. 65, Hindusthan Colony, Tollygunge Circular Road, Calcutta, P.S. Behala, 24-Parganas of the Other Part and registered in Book 1 Volume No. 96 pages 183 to 187 being no. 5555 for the year 1950 at the Sadar Joint Sub-Registration Office, Alipore the said Sk. Mohit Boks did for the consideration therein mentioned grant transfer and assign unto the said Krishan Kumar Kalra whatever right title interest benefit he the said Shaik Mohit Boks purchased and had in the said plot no. 745 in Block 'P' under and arising out of the said agreement dated 22.1.43 together with the said sum of Rs. 4,864/12/- to and in favour of the said Krishan Kumar Kalra AND WHEREAS by an Indenture dated the 30th January One thousand nine hundred and fifty one between the said Krishan Kumar Kalra of the One Part and the purchaser of the Other Part and registered in Book 1 Volume no. 16 pages 139 to 145 being no. 586 for the year 1951 at the Sadar Joint Sub-Registration Office, Alipore, the said

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12/s.M. or P.M. on the 7th over 1951 at the Smore of Sub-Healstrat All pore by School Russ on Arthur allemy or A.c. white allemy or better authorized by the Regular authorization by the Regular 101 2112 1000 and Caladle a greater of all current with 名。1/1809/ (112) · 報 新 La Kunglish q of Alipure: Sadar hearding hita Burnan Abelia Rougan Arene By protossion and agent for the . J. S. Kell. (Jorson one one / hem ten District By Codste_ profession ... of A lipure: Sadar 2.12.81

Krishan Kumar Kalra did for the consideration therein mentioned grant transfer and assign unto the purchaser whatever right title interest benefit he purchased and had in the said plot 745 in Block 'P' under and arising out of the said agreement dated 22.1.43 together with the said sum of Rs. 4,864/12/- to and in favour of the purchaser AND WHEREAS the purchaser paid a further sum of Rs. 10,063/4/- making together the sum of Rs. 14,928/- NOW THIS INDENTURE WITNESSETH that pursuant to the said agreement and in consideration of the premises and in consideration of the said sum of ks. 14,928/- already paid and/or deemed to have been paid by the Purchaser to the Society as aforesaid being the price in full of the said Plot No. 745 in Block 'P' (the receipt of which respective sums the Society doth hereby as well as by the receipt hereunder written admit and acknowledge and from the payment whereof doth hereby acquit release and forever discharge the purchaser as well as the said plot) the Society doth hereby grant convey transfer and assure unto the Purchaser ALL THAT the piece or parcel of revenue free land being Plot No. 745 in Block 'P' of the Society's said Scheme more fully described in the Schedule hereunder written and Therein enclosed in red verge OR HOWSOEVER eto ann delineated in the OTHERWISE the piece or parcel of land or any part thereof now is or are or at any time heretofore was or were situate butted bounded called known numbered described or distinguished TOGETHER WITH all right of ways paths passages drains lights privileges easements appendages and appurtenances whatsoever to the said land belongs; or ' a palso appertaining or reputed or known to be part or parcel or member thereof which now is or are heretofore were or was holden used occupied or enjoyed therewith and the reversion or reversions remainder or remainders rents issues and profits thereof all the right title interest property claim and demand of the Society in to out of and upon the land and every part there f TO HAVE AND TO HOLD the same unto the purchaser absolutely and for ever AND upon the purchaser keeping the Society indemnified against all claims demands suits and/or actions if any by the said Jotindra Nath Khatua, Shaik Mohit Boks, Krishan Kumar Kalra or their respective successors in interest the Society doth hereby covenant with the purchaser that notwithstanding anything by them the Society done omitted or knowingly suffered the Society has full power to grant convey and assure the said revenue free land and premises hereinbefore expressed to be hereby granted conveyed and assured unto the purchaser in manner aforesaid and that the purchaser shall or may at all times hereafter peaceably and quietly possess and enjoy the same and every part thereof and receive and realise the rents issues and profits thereof without any eviction interruption claim or demand whatsoever by the Society or any person or persons claiming lawfully or equitably from under or in trust for them AND that discharged from or otherwise by the Society sufficiently indemnified & A COURSE against all encumbrances claims and demands created by them or any person or persons claiming as aforesaid AND that the Society will at all times hereafter at the cost of the person requiring the same execute and do all such acts deeds and assurances for further and more effectually assuring the premises or any part thereof unto the Purchaser in manner aforesaid as shall be reasonably required. The Society doth hereby covenant with the purchaser that it 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 cost of the purchaser produce or cause to be produced unto her or them or her attorneys or agents or at any trial commission examination or otherwise as occasion shall require all or any of the indentures of conveyance in the recitals hereto mentioned for the purpose of manifesting defending or proving her title to and in the land hereditaments and premises hereby conveyed or expressed so to be or any part thereof and also at the like request and cost of the purchaser deliver or cause to be delivered unto the purchaser such attested or other copies or extracts of or from the said indentures as may be required and shall and will in the meantime unless prevented as aforesaid keep the said deeds safe unobliterated and uncancelled.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of revenue free land being Plot No. 745 Block No. PI of the Society's New Alipore Development Scheme No. XV measuring 8.53 cottahs be the same a little more or less situate lying at and being a portion of Port Commissioners surplus land lying between Diamond Harbour Road and Tolly's Nullah, Thana Alipore Registration — District Alipore District 24-Parganas within the Municipal limits of the Corporation of Calcutta and delineated in the plan hereto annexed and therein enclosed in red verge.

IN WITNESS WHEREOF the Common Seal of the said Society has hereunto been affixed the day month and year first above written.

THE COMMON SEAL of the Hindusthan
Co-operative Insurance Society Limited hath
hereunto been affixed and these presents
have been signed on its behalf by its
Secretary and Chief Officer Mr. Narendra Nath
Datta in the presence of :

Thous the form of a findings.

FOR THE HINDUSTHAN CO-OPERATIVE INSURANCE SOCIETY LTD.

Secretary.

RECEIVED

RECEIVED from the within-named Purchaser in the manner stated herein the above-mentioned sum of Rs. 14,928/- being the consideration in full for the above-mentioned sale as per Memorandum below :

MEMORANDUM OF CONSIDERATION:

Paid by way of earnest money.

Rs. 1,216--0--0

Paid on 10. 8. 50.

Rs. 3,648-12--0

Paid before execution of these presents.

Rs. 10,063- 4--0

TOTAL ... Rs. 14,928--0--0

(Rupees Fourteen thousand Nine hundred and twenty eight only)

FOR THE HANDUSTHALL CO-OPERATIVE INSURANCE SOCIETY LTD.

Vmentional Secretary.

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