

258

P 2483

60RS.



13.5.75
 P. 25150
 27.00
 P. 25150
 27.00
 P. 25150
 27.00



THIS INDENTURE made this the 7th day of March One
 thousand Nine hundred and Seventy five Between DOMINION LAND
& INDUSTRIES LIMITED, a Registered Joint Stock Company, having
 its Registered Office at 154, Harish Mukherjee Road, Calcutta-2,
 hereinafter called the VENDORS (which expression unless
 excluded by or repugnant to the context include their successors,
 representatives and assigns) of the First Part: A H D
SRI NIMAI BANNERJEE son of Late Sunil Kumar Bannerjee by
 religion Hindu by occupation Service, residing at quarter
 No. B-17/6, B.T. P.S. Township, P.O. Tribeni, District Hooghly,
 hereinafter called the PURCHASER (which term shall mean and
 include his heirs executors administrators representatives
 and assigns unless repugnant to the context) of the Other Part

WHEREAS ...

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- 3 MAR 1975

13th March 1975
25th March 1975

Sushir Kumar Datta
Director
Jharkhand State

13.3.75

N.G. Dikshitar with

13.3.75

The Dominion Bank
Director
Jharkhand State

Nagendra Kumar Saha

1975
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Sushir Kumar Datta

1975

Director for Dominion Bank

13.3.75

13.3.75

60RS.



2.

WHEREAS one Gujram Konar alias Tarak Nath Konar of Narayanpur District Hooghly became seized and possessed of or otherwise well and sufficiently entitled to the Raiyat Mokerar Land tenements hereditaments and premises comprising in Mouze Bally Khatian No.262, J.L.No. 9, Dag Nos. 1926, 1927, 1932, 1938, 1947 and Khatian No.284, Dag No.1935, 1936, 1937, Khatian No.467 Dag Nos.1930, 1931, Khatian No.13, Dag No.1942, Khatian No.328, Dag Nos.1929, 1968 Mouza Narayanpur, J.L.No.11, Khatian No. 122, Dag No.134, Khatian No.40, Dag No. 109, Khatian No. 41, Dag No. 109, Mouza Maldanga, J.L. No. 6 under superior Khatian No.144, Khatian No.145, Dag Nos. 777, 779, 778, 784, and 785;

AND WHEREAS by Deed of Transfer dated 17th. July, 1947, Gujram Konar sold the aforesaid property measuring 42 Bighas, 14 Cottahs and 13 Chittacks (14.138 acres) to the Vendors free from all encumbrances and registered in Book I, Volume No.77, Pages 117 to 126, Being No.2418 (Calcutta S.R.O.);

AND WHEREAS by a Deed of Sale dated 12th. January 1948 and ...



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and registered in Book No.1, Volume No.14, Pages 48 to 51, Being No.135 for the year 1948 of the District Sub-Registrar, Hooghly the said Guiram Konar transferred the land comprised in Mouza Bally, J.L.No.9, Khatlan No.262, Dag Nos.1951, 1952, 1953 of Touzi No.108 Government Estate under the Hooghly Collectorate to the Vendors free from all encumbrances;

AND WHEREAS by a Bengali Kobala dated 22nd.August 1947 and registered in Book No.1, Volume No.41, Pages 28-31, Being No.3127 for 1947 of the District Sub-Registrar, Hooghly one Dashurathi Nandi sold and transferred 7 Bighas of land comprised in Mouza Bally Khatlan No.265 Dag No.1924 and 1925 to the Vendors free from all encumbrances;

AND WHEREAS by a Bengali Kobala dated 19.2.48 registered in Book No.1, Volume No.16, Pages 292 to 294, Being No. 745 for 1948 of the District Sub-Registrar, Hooghly, one Gour Chandra Banerjee sold and transferred .10 dec. of land comprised in Khatlan No.330, Dag No.1943 of Mouza Bally for the Vendors free from all encumbrances;

AND ...

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Addressed to: Niamni Basdon

Address: E-17/6. D.T. P.S. Tonkai

Postmark: 3m

Postage: 10.00

Received by: 3m

- 3 MAR 1975

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Postage stamp: 10.00
Postage paid: 10.00
Postage received: 10.00
Postage refunded: 10.00
Postage returned: 10.00
Postage cancelled: 10.00
Postage unclaimed: 10.00
Postage uncollected: 10.00
Postage unreturned: 10.00
Postage unrefunded: 10.00
Postage uncancelled: 10.00
Postage uncollected: 10.00
Postage unreturned: 10.00
Postage unrefunded: 10.00
Postage uncancelled: 10.00



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4.

AND WHEREAS by a Bengali Kobala dated 27.2.48 and registered in Book No.1, Volume No.11, Pages 127 to 130, Being No.940 of year 1948 of the District Sub-Registrar, Hooghly one Tofozzal Hossain, and others sold and transferred 3 Bighas 11½ Cottahs Land comprised in Mouza Bally Khatlan No.23, Dag No.1944 to the Vendors;

AND WHEREAS the Vendors having acquired the said properties as British India Land & Industries Ltd. applied for change of the name to the Registrar of Joint Stock Companies, West Bengal, and obtained a Certificate under Section 11 Sub-section (5) Act VII of 1913 of Indian Companies Act from the said Registrar, Joint Stock Companies on 29.4.48 regarding the change of name of the Vendors into Dominion Land & Industries Limited;

AND WHEREAS the Vendors have acquired and developed good absolute indefeasible title to the aforesaid properties in the name of British India Land & Industries Ltd.;

AND WHEREAS the Vendors being thus lawfully seized and possessed of or otherwise well and sufficiently entitled

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5.

to ALL THAT the said property forming part and parcel of land known and proclaimed as KAILASH NAGAR SCHEME NO. III;

AND WHEREAS the vendors entered into an agreement with the Purchaser for sale of Plot No.94 of the said Scheme of Layout containing by admeasurement of an area of 7 Cottahs 6 Chittacks 18 Square feet be the same a little more or less being portion of the aforesaid Scheme and intended so to be transferred and conveyed and described more fully and particularly in the Schedule "A" hereunder written and also delineated in the Map or Plan hereto annexed and thereon coloured Red at or for the price of Rs.3687.50 (Rupees Three thousand Six hundred Eighty seven and paise Fifty) only i.e. at the rate of Rs.500/- (Rupees Five hundred) only per Cottah;

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs.3,687.50 paid before the execution of these presents to the Vendors the receipt whereof in full the Vendors do hereby admit and acknowledge and of and from the ...

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Address: E-1716, D.T. P.S. Toluca

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Ex. 11, A. 2

Special Stamp
Type

- 3 MAR 1975



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the same and every part thereof for ever discharge and acquit the Purchaser the Vendors doth hereby grant convey sell transfer and assign and sell unto the purchaser of all that the land hereditament and premises forming Plot No.94 of the Vendors' Land Development Scheme No.III being known and proclaimed as KAILASH NAGAR containing by admeasurement an area of 7 Cottahs 8 Chittacks 18 Square feet of land situate lying at and being demarcated portion of the said Scheme and more fully and particularly described in Schedule "A" hereunder written and delineated in the Map or Plan (which Map or Plan forms the integral part of this conveyance and therein coloured Red) OR HOWSOEVER OTHERWISE the said Land hereditament and premises are or is or at any time heretofore were or was situated butted bounded called known numbered described and distinguished TOGETHER WITH the right of way free and unobstructed user without any obstruction by other plot owners and all other rights including rights of easement taxing underground or overhead electric and telephone cables water pipes etc. for use of the demised plot and the right of user of 12' feet Road laid by the Vendors leading to the purchased plot from main Road AND ALSO all yards sewers drains water courses rights liberties privileges easement and appurtenances whatsoever to the said lands hereditaments and premises or any part thereof belonging or in otherwise appertaining or usually held or enjoyed therein and/or reported to belong to or be appurtenances thereof AND ALL the estate right interest claim and demand whatsoever of the Vendors in and upon the said plot No.94 of the Scheme of layout hereinbefore mentioned or any part thereof free from encumbrances TOGETHER WITH all deeds

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pattens and muniments of title exclusively relating to and concerning the said land hereditament and premises hereby sold or any part thereof which now is or hereafter shall or may be in the possession power or control of the said Vendor TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the said Purchaser absolutely and for ever AND the Vendors doth hereby covenant with the said Purchaser that notwithstanding any act deed or thing by the said Vendors or their predecessors-in-title doen or executed or knowingly suffered to the contrary the Vendors now have good right full and absolute power and indefeasible title to grant transfer and convey the land hereditament and premises hereby granted and transferred or expressed so to be and every part thereof and that the said Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditament and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendors or any person lawfully or equitably claiming from under or in trust for them or from or under any of their predecessors-in-title and that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendors AND FURTHER that the Vendors and all persons having lawfully or equitably claiming any estate or interest in the said land and premises or any part thereof from under or in trust for the said Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or

cause ...

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cause to be done and executed all such acts deeds matters and things whatsoever for further better and more fully assuring the said land hereditaments and premises hereby sold and every part thereof unto and to the use of the said Purchaser in a manner aforesaid AND the Vendors do hereby covenant with the Purchaser that the Vendors so long as the documents set out in the Schedule "B" hereto, remain with them shall unless prevented by fire or any other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce unto him or his lawyer or agent or at trial hearing commission or examination or otherwise as occasion shall require all or any of the deeds and writings set out in the Schedule "B" hereunder written which the Vendors now keep with them for providing title of the Purchaser to and in the said plot of land and premises hereby sold and also at the like request and cost of the Purchaser deliver or cause to be delivered unto his agent such attested or other copies or extracts or abstracts from the said deeds and writings and to keep them safe unobliterated and uncanceled.

SCHEDULE "A" REFERRED TO ABOVE.

ALL THAT the piece or parcel or Ralyet Mokrari land lying and situate within the District of Hooghly Pargana Area R.S. 497 Sub-Registry Hooghly Thana Chinsurah, Mouza Bally J.L.No.9 Touzi Nos.46, 47, 48, 108, 115, 117, 140, 291, 3989 Landlord at present State of West Bengal through Collector of Hooghly, Landlord's Khatian Nos. 2, 4, 6, 9, 7, 251(Ra), Khatian No. 467 Dag No.1930 and out of the said dag area

sold ...

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sold is by admeasurement 7 Cottahs - 6 Chittacks - 18 Sq.ft. being Plot No. 94 of Kailash Nagar Scheme No. III. The Khatian is recorded as Niskar and the demised Plot is butted and bounded -

On the North	...	Plot No. 96 of the Scheme.
On the South	...	12' feet Wide Road of the Schem
On the East	...	Plot No. 93 of the Scheme.
On the West	...	Plot No. 97 of the Scheme.

SCHEDULE "B" REFERRED TO ABOVE.

Kobala dated 17.7.47 executed by Gutram Konar in favour of the Vendors.

IN WITNESS WHEREOF the Common Seal of the Company Dominion Land & Industries Ltd., hereunto affixed and the presents herein are subscribed by Mr. Suddhir Kumar Dutta, Director on the day month and year first above.

SIGNED SEALED & DELIVERED
at Calcutta in the presence
of :-



Witnesses :

For Dominion Land & Industries Ltd.

1. *Nagendra Kumar Datta*
5751, Rajajyoti,
Calcutta-32

A. S. M. K. Saha
Director

2. *Poireswar Nath Das*
22/51a Sree Nath Mukherjee Lane
Cal 20

Received

1933-61



RECEIVED of and from the withinnamed Purchaser the within-mentioned sum of Rs.3,687.50p. (Rupees Three - thousand Six hundred Eighty-seven and Paise fifty only) being the full consideration money for these presents as per memo below :-

MEMO OF CONSIDERATION:

- | | | |
|----|---|----------------|
| 1. | Paid on 20.9.74 as Earnest Money by Cheque No. SB 532815 on State Bank of India Tribeni Branch | ... Rs. 500.00 |
| 2. | Paid on 1.3.75 by Cheque No. SB 712367 dated 1.3.75 on Bank of India, Behala Branch, Calcutta.... | Rs. 3,187.50 |

Total : = Rs. 3,687.50
=====

RUPEES THREE THOUSAND SIX HUNDRED EIGHTY SEVEN
AND PAISE FIFTY ONLY.



Witnesses :

1. *Vijay Kumar Saha* For Dominion Land & Industries Ltd.
5751, Durginagar.
Calcutta-32.

A. Saha Director.

2. *Prasenjit Nath, Bore*
22/5/2 Bore with Mukherjee Lane
Cal 30.

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DATED THIS 7th DAY OF March 1975.



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↓

DOMINION LAND & INDUSTRIES LIMITED.

And

SRI NIMAI BARNERJEE.

Between

CONVEYANCE:

(Plot No. 94 of the Vendors' Land Development Scheme No. III, at Bandel, Hooghly).

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4.6.75

Handwritten signature



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