

9514

60 RS.



59571-

2310
78

A26/-
E21
N24

30/-

also under sec 18 of the Post Act
only stamped (or) except from

at ~~the~~ ~~place~~ ~~of~~ ~~issue~~ ~~Stamp~~

Stamp Act, 1881

Stamp Act, 1881

IA No. 2314

A 26/-

E 21-

N 24-

30/-

Paid in 10/10/56
paid on 15/11/56

15/11/56

POST OFFICE, BURDWAN

[Signature]

15-11-56

THIS INDENTURE made this 15th day of December One thousand nine hundred and fifty-six BETWEEN THE AMALGAMATED DEVELOPMENT LIMITED a Joint Stock Company with limited liability incorporated under the Indian Companies Act and having its registered office at No.14, Netaji Subhas Road in the town of Calcutta hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to the context include its successor or successors in interest and assigns) of the One Part AND SREEMATI KAMALA GHOSH wife of Sri Manindra Kumar Ghose, Addl. S.P., Asansol, Dist. Burdwan by caste Hindu by occupation Grihasthali residing at Asansol, Dist. Burdwan

hereinafter ---



- 2 -

hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context include her heirs executors administrators representatives and assigns) of the Other Part WHEREAS by an Indenture of conveyance dated the 23rd. day of September, 1941 registered at the Cossipore Dum Dum Sub-Registration office in Book No. I Volume No. 44 Pages 38 to 59 Being No. 2437 for the year 1941 Amulyadhone Ghose and Monmohit Ghose for the consideration therein mentioned indefeasibly sold granted transferred and conveyed to Mugneeram Bangur and Company among others ALL THAT piece or parcel of land being C.S. plot No. 1274 of Mouza Krishnapore AND WHEREAS by another Indenture of conveyance dated the 2nd. day of January, 1942 registered at the Alipore District Registration office in Book No. I Volume No. 18 Pages 6 to 13 Being No. 36 for the year 1942 Rai Bahaqur Satish Chandra Choudhury and others for the consideration therein mentioned indefeasibly sold granted and conveyed to Mugneeram Bangur and Company among others ALL THAT piece or parcel of land being C.S. plot No. 1278 of Mouza Krishnapore in which the Vendors had Madhyasatta Chirasthai Khajnar Bridhir Jogya right AND WHEREAS by a Patta dated 9th. July, 1946 registered at the Cossipore Dum Dum Sub-Registration office in Book No. I

2015
A. N. B. ...
H. ...

11.11.20

11/11/20

16
16
16
16
16



11.11.20



- 3 -

Volume No.33 Pages 179 to 188 Being No.1940 for the year 1946 Kedar Nath Nandi Choudhury and others for the consideration therein mentioned granted and demised by way of Mokorari Mourushi tenure in perpetuity to the said Mugneeram Bangur and Company among others the said C.S.plot No.1278 of Mouza Krishnapore AND WHEREAS by an Indenture of conveyance dated 19th. day of August,1949 registered at the Cossipore Dum Dum Sub-Registration office in Book No.I Volume No.54 Pages 1 to 52 Being No.3423 for the year 1949 Ram Coowar Bangur, Naraindass Bangur, Gobind Lall Bangur, Gokul Chand Bangur and Narsing Dass Bangur the sole partners of the said Mugneeram Bangur and Company for the consideration therein mentioned indefeasibly sold and conveyed to the Vendor among others ALL THOSE the said land being C.S.Plots Nos.1274 and 1278 of Mouza Krishnapore AND WHEREAS the Vendor with a view to build up a residential colony developed the lands acquired by it as aforesaid including the said C.S.plots Nos.1274 and 1278 of Mouza Krishnapore and other adjacent lands by levelling

the ----

the same and hath constructed or proposes to construct roads therein according to a scheme plan and hath constructed or proposes to construct pucca surface drains alongside the said roads and hath divided the lands abutting the said roads into small building sites or plots numbered serially as 1,2, 3 etc. for identification and hath named the colony as "Bangur Avenue" AND WHEREAS the said Vendor is now absolutely seised and possessed of and otherwise well and sufficiently entitled to the Plot No.48 of Bangur Avenue Block 'A' AND WHEREAS the Vendor hath agreed to sell and the Purchaser has agreed to purchase free from all encumbrances the said plot No.48 of Bangur Avenue Block 'A' measuring 5 cottas 15 chittaka and 14 square feet at or for the price of Rs.5,956/15/- (Rupees Five thousand nine hundred fifty-six and annas fifteen) only calculated at the rate of Rs.1,000/- (Rupees One thousand) only per cotta AND WHEREAS at the request of the Purchaser the Vendor hath agreed to accept one-third or thereabout of the said total price at the time of sale and the balance sum in ten years together with interest at the rate of eight per cent per annum (which in case of punctual payment it will be reduced to six per cent per annum) the payment of which the Purchaser has agreed to secure by execution of a Deed of Security in favour of the Vendor charging the land hereby conveyed as First charge (hereby intended to be conveyed) NOW THIS INDENTURE WITNESSETH that pursuant to the aforesaid agreement and in consideration of the said sum of Rs.5,956/15/- (Rupees Five thousand nine hundred fifty-six and annas fifteen) only whereof the sum of Rs.1,981/15/- (Rupees One thousand nine hundred eighty-one and annas fifteen) only of lawful money of India in hand well and truly paid to the vendor by the Purchaser at or

before ----

before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit release and for ever discharge the purchaser as well as the said land) and the payment of the balance sum namely Rs.3,975/- (Rupees Three thousand nine hundred and seventy-five) only being secured by a Deed of Security or charge bearing even date with but executed immediately after the execution of these presents by the Purchaser in favour of the Vendor charging the land hereby conveyed the vendor doth hereby convey transfer and sell unto and to the use of the said Purchaser ALL THAT the said piece or parcel of land hereditaments and premises being plot No.48 of Bangur Avenue Block 'A' fully described in the Schedule 'A' hereunder written and delineated in the map or plan annexed hereto and thereon bounded by pink lines OR HOWSOEVER OTHERWISE the said land hereditaments and premises is are or was or were situate butted bounded called known numbered described or distinguished TOGETHER WITH all buildings fixtures yards court-yards areas drains ways paths passages sewers common fences shrubs walls trees water water-courses lights rights liberties easements privileges and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto and all the easements thereon and the reversion remainder and remainders and yearly monthly other rents issues and profits thereof and together with the documents of title exclusively relating to the said land hereditaments and premises being plot No.48 of Bangur Avenue Block 'A' AND all the estate right title and interest claim and demand whatsoever of the vendor

into ----

into and upon the said land hereditaments and premises or any part thereof AND also together with the right of the said purchaser her successor or successors in interest to pass and rerass with or without vehicles over and along 20' feet wide road on the North and 25' feet wide road on the West of the said land and/or any other roads of the said colony TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted transferred and conveyed assigned and assured or expressed or intended so to be unto and to the use of the said purchaser AND the vendor doth hereby covenant with the said purchaser that notwithstanding any act deed matter or thing by the said Vendor or its successors in title done and executed or knowingly suffered to the contrary the said vendor now hath indefeasible and absolute title as and for an estate of inheritance in fee simple in possession or an estate equivalent thereto in the said land hereditaments and premises hereby granted conveyed transferred assigned and assured or expressed or intended so to be and that the said Vendor hath good right full power and absolute authority to grant transfer convey assign and assure the same in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter upon and enjoy and possess the said land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said vendor and its assigns or any person or persons lawfully or equitably claiming from under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted and exonerated and for ever discharged or otherwise by and at the costs

and ----

and expenses of the said vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of claims charges liens debts attachments and encumbrances made or suffered by the vendor and all person or persons lawfully or equitably claiming from under or in trust for the Vendor AND FURTHER that the said vendor and all person or persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof from under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute all such acts deeds matters and things whatsoever for further and more perfectly assuring the said land hereditaments and premises unto and to the use of the said Purchaser as shall or may be reasonably required AND the said Vendor doth hereby covenant with the said Purchaser her heirs and assigns that the Vendor will unless prevented by fire or any other inevitable accidents from time to time and at all times hereafter upon and every reasonable requests and costs of the Purchaser her heirs and assigns produce or cause to be produced to her or her agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings relating to the said land hereditaments and premises mentioned in the Schedule 'B' hereunder written for the purpose of showing her title to the same or any part thereof AND also at the like requests and costs deliver or cause to be delivered unto the said Purchaser her heirs and assigns such attested or other copies or extracts from the said deeds and writings or any of them as she may require and will in the meantime unless

prevented ----

prevented as aforesaid keep the said deeds and writings or any of them unobliterated and uncanceled AND the Vendor having received thirty-five years proportionate rent for the land hereby conveyed doth hereby covenant with the said Purchaser that the Purchaser shall not have to pay any rent at any time for the land hereby conveyed and that the Vendor shall go on paying off the same to the superior landlords forever and shall indemnify the Purchaser her heirs and assigns against any loss sustained by the Purchaser for non payment or irregular payment of such rent to the superior landlords.

THE SCHEDULE 'A' ABOVE REFERRED TO:-

ALL THAT piece or parcel of Mourushi Mokorari land hereditaments and premises measuring Five cottas Fifteen chittaks and Fourteen square feet corresponding with point zero ten satak a little more or less situate lying at and being Plot No.48 of Bangur Avenue Block 'A' within the jurisdiction of South Dum Dum Municipality Thana Dum Dum Sub-Registration office Cossipore Dum Dum in the District of 24-Parganas and according to Settlement records of rights finally published in 1931 the said plot No.48 is comprised in Pergana Calcutta Mouza Krishnapore J.L.No.17 R.S.No.180 Touzi Nos.228 and 229 of 24-Parganas Collectorate Khatian Nos., C.S.plots or Dags Nos.etc. being as follows:-

Khatian No.	Part of C.S. Plot or Dag No.	Area involved in this Dag.			Total annual jama.
		Kt.	Ch.	Sft.	
860(eight hundred & sixty)	1274(one thousand two hundred seventy-four)	3	7	5	Rs.33/-
	(three-seve-five)				
	=.06 satak				
	(Value -Rs.3455/9/-)				
852(eight hundred fiftytwo with 853)eight hundred fifty-three)	1278(one thousand two hundred eighty-eight)	2	8	9	Rs.156/12/6
	(two-eight-nine)				
	=.04 satak.				
	(Value -Rs.2501/6/-)				

The above two jamas are now payable to The Collector, 24-Parganas.

The said plot No.48 is butted and bounded on the North by 20' feet wide road on the East by plot No.49 on the South by plot No.63 and on the West by 25'feet wide road all of the said Bangur Avenue Block 'A'.

THE SCHEDULE 'A' ABOVE REFERRED TO:-

1. Conveyance dated 23.9.1941 from Amulyadhone Ghose and another to Mugneeram Bangur & Co.
2. Conveyance dated 2.1.1942 from Rai Bahadur Satish Chandra Choudhury and others to Mugneeram Bangur & Co.
3. Patta dated 9.7.1946 from Kedar Nath Nandi Choudhury and others to Mugneeram Bangur & Co.
4. Conveyance dated 19.8.1949 from Mugneeram Bangur & Co. to Vendor.
5. Relevent Settlement Khatians and Plan of Mouza Krishnapore.
6. Development Scheme plan of Bangur Avenue Block 'A'.
7. Rent receipts.

IN WITNESS WHEREOF the Vendor hath hereunto been affixed its Common Seal the day month and year first above written.

THE COMMON SEAL OF THE VENDOR
hath hereunto been affixed by:-

*W. A. Russell &
B. D. Bangur*

Directors in the presence of:-

*Tap Narain Singh
372/4 Russa Road South
Calcutta - 33*

*Saibendra Nath Palit
372/4 Russa Road South
Cal 33*

For AMALGAMATED DEVELOPMENT LTD.

W. A. Russell
Director.

For AMALGAMATED DEVELOPMENT LTD.

[Signature]
Director.

RECEIVED -----

RECEIVED from the Purchaser the sum of Rupees Five thousand nine hundred fifty-six and annas fifteen only being the full consideration money as per memo below:.....

Rs. 5,956-15-0.

MEMO OF CONSIDERATION.

By Byana received on 28.8.1956.	Rs. 201- 0-0
By cash received on 15-12-1956	" 1,780-15-0
By amount secured under Security Deed of even date with these presents and executed by the Purchaser in favour of the Vendor.	" 3,975- 0-0
Total. ..	<u>Rs. 5,956-15-0.</u>

Rupees Five thousand nine hundred fifty-six annas fifteen only.

Witnesses:-

1) Tej Narain Singh

2) Sailendra Nath Pahl-

For AMALGAMATED DEVELOPMENT LTD.

W. S. Curvall.
Director.

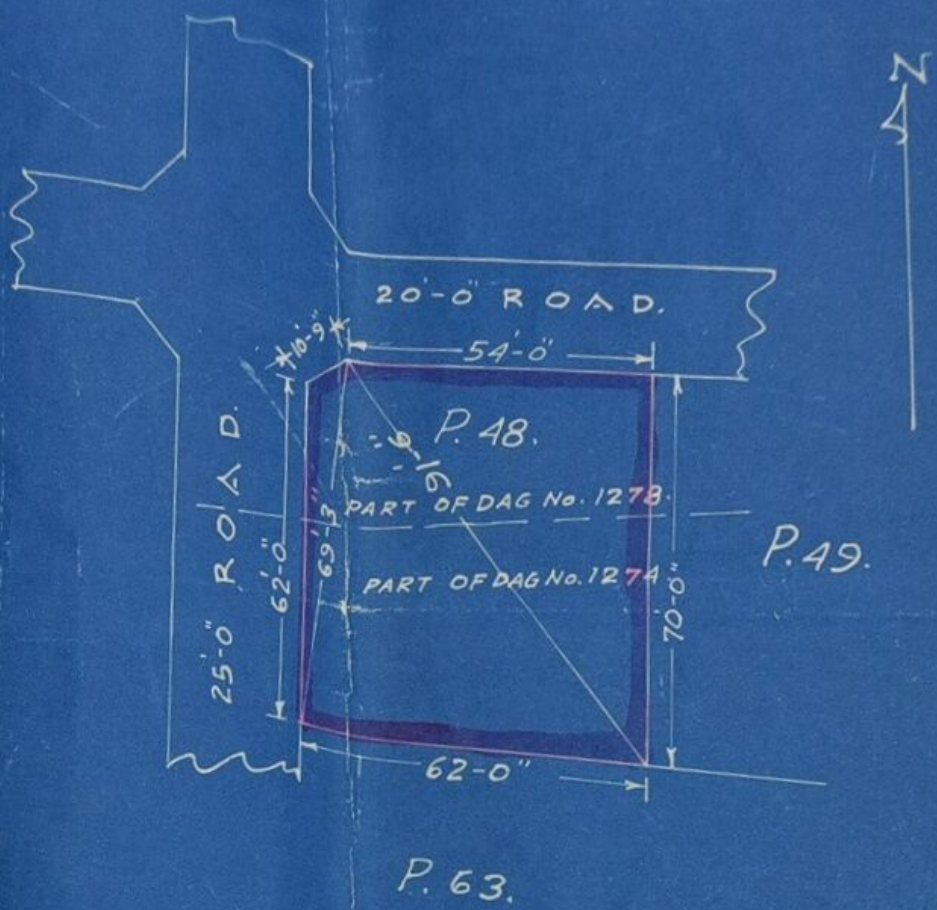
For AMALGAMATED DEVELOPMENT LTD.

J. P. Singh
Director.



LOT NO. 48, OF BLOCK A IN BANGUR AVE NUE, PATIPUKUR DUMM.
 PART OF DAG Nos. 1274 & 1278, OF MOUZA, KRISHNA PUR.
 SCALE: - 30' = 1"

AREA IN PART OF DAG No.	K	CH	SFT.
1274	3	7	5
1278	2	8	9
TOTAL AREA:-	5	15	14



Drawn by. K.K.K.

For AMALGAMATED DEVELOPMENT LTD.
 Director.

For AMALGAMATED DEVELOPMENT LTD.
 Director.

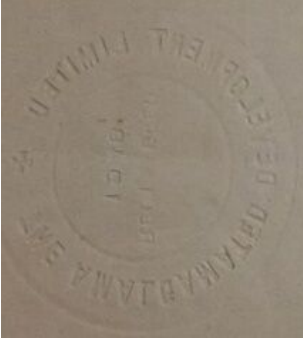


Plan ^{collected} 131 of 1951
hope 137 for 1956



~~RECEIVED~~
SOUTH DUM DUM MUNICIPALITY

131





FROM
THE AMALGAMATED DEVELOPMENT LIMITED.

TO
SRI MATI KAMALA GHOSE .

CONVEYANCE .

Re:-Plot No.48 of Bangur Avenue Block



Handwritten text: 15-12-58

Handwritten: 2/10/1



Handwritten: Amr Nath

Book No.	137
Volume No.	139
Page No.	130
Being No.	9514
For the year	1958

AMAR NATH BANERJEE. ADVOCAT