

BIS

L 1195



Admissible under Registration
Rule 11, also under section 18.

of Registration Act, duly completed
under the said Act on the 1st day of June
one thousand nine hundred and thirty-nine.

Registration No. 23

A. 29/-

P. 48/-

Court fee 3/-
P.D. 7/-
Total 10/- with 3/- Extra
July 4th 1939

THIS INDENTURE made this 29th day of June One thousand nine hundred and thirty-nine between MONCHAR PROSSAD JALAN son of Monchar Prossad Jalan by caste Agarwalla by occupation Merchant residing at No. 74 Burtole Street in the town of Calcutta (for self and as Marts of the Joint Hindu Mitakshara family consisting of himself and his son DURGADUTT JALAN also residing at No. 74 Burtole Street in the town of Calcutta Hindu Landholder hereinafter referred to as the "PARTY") (which expression shall unless excluded by or repugnant to the context include their heirs executors administrators representatives and assigns of the FIRST PART JAGABANDHU JALAN son of Kishonlal Jalan by caste Agarwalla by occupation Merchant at present residing at No. 118A Chittaranjan Avenue Calcutta of the SECOND PART and DURGADUTT JALAN son of Jagannath Kajuria deceased residing at No. 157 Chittaranjan Avenue in the town of Calcutta aforesaid Hindu Landholder hereinafter referred to as the "PURSHAKAR" (which expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns) of the THIRD PART WHEREAS by an Indenture of Conveyance bearing date the 29th of September 1937 made between Kumar Kristo Mitter of the One Part and the said Monchar Jalan and

Signature

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and the said Madho Prosad Jalan of the Other Part ---
(being registered in the Howrah Sadar Joint Sub-Registry Office in Book I Vol No. 29 Pages 196 to 202 ---
being No. 2012 for the year 1937) the said Kumar Kristo
Kitter did for the consideration therein mentioned ---
grant sell convey and transfer unto the said Jhabarmal
Jalan and Madho Prosad Jalan all those lands heredita-
ments and premises fully mentioned and described in the
Schedule thereunder written and also hereunder and the
said Jhabarmal Jalan and Madhoprosad Jalan were joint-
ly seized and possessed of the same AND WHEREAS the ---
said Jhabarmal Jalan and Madho Prosad Jalan purchased ---
the said property in the shares of 1/3rd and 2/3rd ---
respectively but in the said Conveyance it was by ---
mistake stated as "equal shares" AND WHEREAS the said ---
Purchase was made with money borrowed from the firm of
Bhawdayal Dwarika Prosad AND WHEREAS the said firm has
demanded payment of the sum so advanced by them AND ---
WHEREAS the Vendors having no other means of paying off
the same have entered into an Agreement with the ---
Purchaser for the absolute sale of their undivided ---
2/3rd share in the said lands hereditaments and premises
free from all encumbrances at or for the sum of ---
Rupees Nine thousand AND WHEREAS to avoid future liti-
gation it has been agreed by and between the parties ---
hereeto that the said Jhabarmal Jalan will join in and
execute these presents being a party hereunto for declaration
of and testifying the said share and confirming ---
the said sale thereof NOW THIS INDENTURE WITNESSETH ---
that in pursuance of the said agreement and in considera-
tion of the said sum of Rupees Nine thousand of lawful
money of British India in hand well and truly paid to ---
the Vendors by the Purchaser at or immediately before ---

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before the execution of these presents (and in sight thereof) ---
and the same is in full for the absolute purpose of the said
lands and premises hereinafter described the Vendors do hereby
by admit and acknowledge and of and from the same and every
part thereof do acquit release and discharge the Purchaser ---
and also the said lands and premises) they the Vendors do by
these presents indefeasibly grant sell convey and transfer ---
and the said Jhabarmull Jalan doth hereby confirm and assure
unto the said Purchaser free from encumbrance all that
undivided two-third part or share of and in the THOSE lands ---
and premises fully mentioned and described in the Schedule
hereunder written OR HEREBY DESCRIBE the said land and
premises now are or is or heretofore were or was situate bet-
wix bounded called known numbered described or distinguished
TOGETHER WITH all houses out-houses or other buildings ere-
ctions fixtures walls yards court-yards and all benefits and
advantages of ancient and other lights ways paths passages ---
trees shrubs fences drains water water courses and all cut ---
all manner of former and other lights liberties easements ---
privileges appendages and appurtenances whatsoever to the said
lands hereditaments and premises or any part thereof belonging
or in anywise appertaining to or with the same or any part ---
thereof now are or heretofore were held used occupied or enjoyed
or reputed to belong or be appurtenant thereto AND the ---
reversion and reversions remainder and remains rents and
profits of the said lands hereditaments and premises and of ---
any and every part thereof AND all the estate right title ---
interest inheritance use trust property claim and demand what-
soever both at law and in equity of the Vendors in to and ---
upon the said lands hereditaments and premises or any and
every part thereof AND all deeds pottals documents writings ---
and evidence of titles which in anywise relate to the said
lands hereditaments and premises or any part or parcel thereof.

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thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendors or any person or persons from whom he can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said land hereditament and premises hereby granted sold conveyed and transferred or expressed or intended so to be with all rights members and appurtenances unto and to the use of the Purchaser for ever AND the Vendors do hereby covenant with the Purchaser that notwithstanding any act deed or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary the Vendors now have good right full power and absolute authority and indefeasible title to grant sell convey and transfer the said undivided two-third part or share of and in the said lands hereditaments and premises hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said lands hereditaments and premises and receive the rents issues and profits without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND that free and clear and freely and clearly and absolutely acquited manorated and released or otherwise by and at the costs and expences of them the vendors well and sufficiently indemnified as from and against all and all manner of claims charges liens debts attachments and encumbrances whatsoever made or suffered by the said Vendors or any person or persons lawfully or equitably claiming as

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as aforesaid AND FURTHER that they the Vendor will cause to be having or lawfully or equitably claiming, can make or obtain title whatsoever in the said land hereinafter named "the Land" and all rights thereof from under or in trust for him 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 or cause to be done or executed all such acts and other things whatsoever for further better and more sufficiently providing the undivided two-third part or share of him in the said land heritament and premises and any and every part thereto and to the use of the Purchaser as shall or may be reasonably required.

SPECIMEN

LAND undivided two-third part or share of him in the

All that piece or parcel of land heretofore called land situated in the piece or parcel of land heretofore called land situated in the town measuring by estimation fifteen (fifteen) Bighas more or less together with the building structures and houses out-houses or godowns built thereon or on part thereof and situated in the town of Boro Jagalha Maligaon district and situated in Boro Jagalha Maligaon town in the District and Sub-District of Dibrugarh and being premises No. 51 Stark Road also known as 26 Jali, situated on Stark Road Billebon Howson and formed out of the compound of the following several plots namely:-

(1). All that piece or parcel of land heretofore called land situated in the piece or parcel of land heretofore called land situated in the town measuring by estimation three Bighas and Five cottahs (recorded in the Land Survey and Revenue Office of Dibrugarh) containing one Bigha and five cottahs and one Bigha and three cottahs and situated in the town of Dibrugarh and being opposite to the Government High School Dibrugarh No. 220.

(2). All those two pieces of parcels of land heretofore called land situated in the town measuring by estimation six Bighas and Five cottahs.

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cottahs and One Bigha and Ten cottahs (recorded in the last Survey Settlement as One Bigha - Three cottahs and Two Bighas Twelve cottahs and Nine chittacks) respectively paying fixed annual rents of Rupees Seven and annas eight and Rupees Thirteen and annas eight respectively to Jitnara K. Chose Kpara and others and formerly to Kiroda Prasad Banerjee, Towji No. 146.

(iii). All those two pieces or parcels of Moharshi Mourashi land containing by estimation Three Bighas more or less and eighteen cottahs - cottahs more or less respectively (recorded in the last Survey Settlement as Two Bighas Three cottahs and One Chittack and Ten cottahs and Eight chittacks respectively) paying fixed annual rents of Rupees Ten and Rupee One annas eight and pice six to Baidya Nath Mukherjee at present and formerly to Sh. Luktamali Banerjee, Towji No. 734.

(iv). All that piece or parcel of Moharshi Mourashi land containing by estimation Fourteen - cottahs more or less (recorded as twelve cottahs in the last Survey Settlement) and paying a fixed annual rent of Rupee One annas five and pice six to Barat K. Roy and others of Bishnupur and Janat Kumar Mukherjee in equal portion Towji No. 349.

(v). All that piece or parcel of Moharshi Mourashi land containing by estimation eight cottahs - (recorded as Eight cottahs and Fourteen chittacks in the last Survey Settlement) and paying a fixed annual rent of Rupee One to Jagal Kibzore Butt and others at present and formerly to Tara Chand Bhairagi, Towji No. 820.

(vi). -

(vi). ALL THAT piece or parcel of Lokerari Loprashi land containing by estimation Four Bigana (recorded in last Survey Settlement in two plots namely Two Bigana Ten cottahs and Six chittacks and Twelve cottahs Fifteen chittacks) more or less paying the fixed annual rents of Rupees Eight annas eight and pice six and Rupees Threes and annas twelve respectively to Kissenopal Daga and others at present and formerly to Fuljan Rishi and others and Sovan Mandal and others. Tawji No. 18 and 21C.

The said premises No. 51 Stark Road (also known as No. 40 Malipanchghara Road) is butted and bounded on the North partly by Stark Road and partly by Malipanchghara road on the East partly by Malipanchghara Road and partly by Haru Molle's Land and tank on the South by Haru Mollah's land one tank and on the West partly by Kedar Sing's land and partly by drain and Charamdale Road and delineated and coloured Red in the Plan annexed hereto or howsoever otherwise the said premises is butted bounded called known numbered described or distinguished

IN WITNESS WHEREOF the parties herein of the First and Second Part have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED, SEALED AND DELIVERED

at Calcutta on the
fourth day of

July in the
Year of
One thousand eight hundred and
ninety five
Anno Domini
A.D. 1895
Signed and sealed
in presence of
Ravkarparsad Jalan

Sasi Dutt Dasgupta
and Sonamay Chakravarti
M. A., M. Sc., M. L. L.

Ravkarparsad Jalan

Pursoottam Lal Jalan

Ghabarmal Jalan

Received --

RECEIVED of and from the within named
Purchaser the within mentioned sum of
Rupees Nine thousand being the full --
or the consideration money which was - Rs 9000/-
payable by him to us as per memo below

Memo:

By G. J. Note of Bank of Baroda

(A 275487, 271540, 273852,

278882, 273883, 277371, 277872,

280731, 280732) - - - - - Rs 9000/-

Rupees Nine thousand only.

K. H. Patel

Signature

K. H. Patel

Saxi Bhawan 105

Kadkhopasad Jalan

Hir rotana Lal Jalan

Q. 6-2

Presented for Registration
on the.....
Date 10th the
Year and in the
Office of.....



Madho Basu Jalan
One in East and
West Bank of River
Madhopur Jalan
G-6-3

Exhibit A and Noddy
Madho Basu Jalan by his
Mother Basu Jalan by his
son Purnottom Basu Jalan &
74, Bustola Road, Calcutta and
by Habeswala Jalan Son

Uppen Basu Jalan 118 A
Bustola Rajbari Avenue, Calcutta
and Agorwalla. Madhopur

We are drawing
Kumar Basu by his son
Janardan Basu by his son
Rajendra Basu & Kora Basu
Dr H. S. Patro. Janardan
for whom he served

Madhopur Jalan G-6-3
Purnottom Basu Jalan

1508 1506.

Habeswala Jalan

Scapholepis

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17 Jan 1923

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1000 m. S. of Lake
Tahoe