



STAMP AFFIXED BY.

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CALCUTTA COLLECTORATE

2061

(3)

18

Rs 44/-
n 2/-

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2.00k 2/8
Rate 7/8

46/-
L-h fee 9/-
55/-

Rs 10/8 in C.F.S. - D. M. ...

Rs. 14/11/4

THIS INDENTURE made this 14th day of November One thousand nine hundred and Forty BETWEEN DURGADUTT KAJARIA son of Jagannath Kajaria deceased of No. 157, Chittaranjan Avenue in the town of Calcutta and JHABARMULL JALAN son of Krishna Dayal Jalan of No. 118A, Chittaranjan Avenue in the town of Calcutta both Agarwal merchants hereinafter referred to as the vendors (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the one part AND (1) LACHMI CHAND AGARWAL (2) RAMJILAL AGARWAL (3) MAYEEDHAN AGARWAL (4) LALCHAND AGARWAL sons of Raja Ram Agarwal (5) JOYLALL AGARWAL and (6) HARGOLALL AGARWAL sons of Jankidas Agarwal All of 167, Chittaranjan Avenue in the aforesaid town of Calcutta Agarwal merchants and Landholders hereinafter referred to as the purchasers (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the other part: WHEREAS the said Durgadutt Kajaria and Jhabarmull Jalan the vendors

vendors hereof are absolutely seized and possessed of or - otherwise well and sufficiently entitled to in the shares two-third and one-third respectively and together to sixteen annas share as an estate of inheritance in possession of the Mokorari Maurashi garden land messuage hereditaments and premises situate lying and being at 51, Stark Road, Lilooah Thana Bally in the District of Howrah more particularly - mentioned and described in the Schedule hereunder written and intended to be hereby conveyed and transferred AND WHEREAS the vendors have agreed with the purchasers for the absolute sale to them of the said garden land messuage hereditaments and premises at or for the price of Rs.20,200/- free from all encumbrances but subject nevertheless to the payment of the annual rents as detailed in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.20,200/- to the vendors by the purchasers paid at or before the execution of these presents (the receipt whereof and that the same is in full for the absolute sale of all their sixteen annas share of the said garden land, messuage, hereditaments and premises described in the Schedule hereto the vendors do hereby admit and acknowledge and from the same and every part thereof do hereby release the purchasers and also the said garden land messuage hereditaments and premises) they the said vendors do hereby grant sell convey and transfer unto the purchasers ALL THAT piece or parcel of Mokorari Maurashi garden land containing an area of 15 Bighas more or less together with building structure hereto out-houses fixtures tanks ghats trees or chards erected or planted thereon or on part thereof and

appertaining

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appertaining thereto situate lying and being at 51 Stark Road, Lilooh Thana Bally District Howrah more particularly mentioned and described in the Schedule hereunder written and paying therefor the annual rents hereinafter detailed in the said Schedule hereto or Howsoever otherwise the said land messuage hereditaments and premises or any part thereof now are or heretofore were or was situated tenanted butted bounded called known numbered, described or distinguished together with all yards courts areas sewers drains ways paths passage commons fences, walls, water water courses ancient and other lights easements advantages appendages and appurtenances whatsoever to the said land messuage hereditaments and premises or any part thereof belonging to the same or any part thereof now are or heretofore were used occupied or enjoyed and the reversion or reversions remainder or remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever both at law and in equity of the Vendors in to and upon the same and all deeds pottahs muniments whatsoever which in any wise relate to the said hereditaments and premises or any part thereof TO HAVE AND TO HOLD the said land messuage hereditaments and premises hereby granted and conveyed or expressed or intended ~~xx~~ so to be and every part thereof unto and to the ^{use} of the Purchasers absolutely for ever but - subject to the payment of the annual rent And the Vendors do hereby covenants with the Purchasers jointly and seperately with each of them that notwithstanding any act deed or thing by the Vendors or by any of their predecessors in title made done or excuted or knowingly suffered to the contrary the Vendors have now good right and full power to grant the said land messuage hereditaments and premises hereby granted and conveyed or expressed or intended so to be with the appurtenances unto the

purchasers

Handwritten initials/signature

purchasers in the manner aforesaid And that the Purchasers shall and may at all times hereafter peaceably and quietly possess the said land messuage hereditaments and premises and every part thereof and receive the rents issues and profits thereof for their use and benefit 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 the Vendors 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 whatsoever made or suffered by the Vendors or any of their predecessors in title or any person or persons whomsoever And further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said land messuage hereditaments and premises or any of them or any part thereof from under or in trust for the Vendors or under any of their predecessors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land messuage hereditaments and premises and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of Mokorari Maurashi garden land and tank measuring by estimation 15 (fifteen) Bighas more or less (total area recorded in the last C.S. settlement being 11 Bighas 9 Cottahs and 11 Chittacks) together with the building -

structures and hereto out-houses or godowns built thereon or on

part

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part thereof and situate in Pargana Boro Maujahs Malipanchghara and Belur at Lillooah Thana Bally in the District and Sub-Registration Howrah and being premises No.51, Stark Road also known as 40 Malipanchghara Road, Lillooah, Howrah and formed out of and comprised of the following several plots namely :

(i) Touzi No.820 C.S.Settlement Khatian No.219 Dug Nos. 44 and 45 containing by estimation 3 Bighas and 5 Cottahs of land (recorded in the last C.S.Settlement as 16 Cottahs and 6 Chittacks) and paying a fixed annual rent of Rs.2 - As 14 and ps 3 to Sovabazar Raj Estate.

for Jmd

(ii) Touzi No.820 C. S. Settlement Khatian No.276 Dug No.42 containing by estimation 1 Bigha and 5 Cottahs of land (recorded in the last C. S. Settlement as 1 Bigha 3 Cottahs) and Dug No.46 containing by estimation 1 Bigha and 10 Cottahs of land (recorded in the last C. S. Settlement as 2 Bighas 12 Cottahs and 9 Chittacks) and for the above Khatian paying a fixed annual rent of Rs.20/- Twenty to Jitendra Kumar Ghose Haza and others.

Jmd

*for Jmd
for Jmd 2*

(iii) Touzi No.734 C. S. Settlement Khatian No.12 Dugs No.2311 and 2311 containing by estimation 3 Bighas of land (recorded in the last C. S. Settlement as 2 Bighas 3 Cottahs and 1 Chittack) and Touzi No.734 Khatian Nos.11 Dug No.2310 containing by estimation 18 Cottahs of land (recorded in the last C. S. Settlement as 10 Cottahs and 8 Chittacks) paying for the above two Khatians fixed annual rents of Rs.10/- ten and Rs.1-8as-6ps respectively to Baidyanath Mukherjee.

for Jmd

for Jmd

for Jmd

(iv) Touzi No. 3989 C. S. Settlement Khatian Nos. 287 Dug No. 41 containing by estimation 14 Cottahs of land (recorded in the last C. S. Settlement as 12 Cottahs) and paying a fixed annual rent of Re. 1 annas 5 and ps 6 to Sarat Kumar Roy and others of Dighapatia and Sanat Kumar Mukherjee in equal shares.

(v) Touzi No. 820 C.S. Settlement Khatian No. 230 Dug Nos. 43, 56 and ¹³⁴43 containing by estimation 8 Cottahs (recorded in the last C.S. Settlement as 8 Cottahs 14 Chittacks) and paying an annual rent of Re. 1 one only to Jugal Kishore Dutt & others.

(vi) Touzi No. 19 C. S. Settlement Khatian No. 23, Dug No. 47 (area recorded in the last C. S. Settlement as 2 Bighas 10 Cottahs and 6 Chittacks) and Touzi No. 820 Khatian No. 217 Dug No. ¹³³46 (area recorded in the last C.S. Settlement as 12 Cottahs and 15 Chittacks) Total area of lands of the said two Khatians being by actual estimation 4 Bighas more or less and paying the fixed annual rents of Rs. 8 - as 8 - ps. 6 and Rs. 3 - 12 as. respectively to Kissenlall Daga & others.

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 Haree Molla's land and tank on the South by Haree Mollah's land and tank and on the West partly by Kedar Sing's land and partly by drain and Dharamtola Road.

IN WITNESS WHEREOF the Vendors have hereunto set and -

subscribed

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7.

subscribed their respective hands and seal the day month and year first above written.

SIGNED SEALED and DELIVERED
at Calcutta in the presence
of :

Madanlal ...

*Bojraj ...
Madar
Judge ...*

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(...)

Jhabarmall ...

*Explained by me
Bojraj ...*



MEMO OF CONSIDERATION.

RECEIVED from the withinnamed purchasers)
 the within mentioned sum of Rs.20,200/-)
 (Twenty thousand and two hundred only) being Rs.20,200/-)
 the consideration in full as per memo below)

By way of earnest money --- --- --- Rs 1,500 -
 By 15 (fifteen) pieces of G. C. Notes in the value
 of Rs 1000/- (one thousand) each bearing nos.
 A 523039, 471981, 514522, 514198, 515654,
 482545, 518781, 524921, 520023, 515799,
 520176, 487193, 502905, 483523, 425694 - Rs 15,000/-
 By small notes and cash --- --- --- 3,700/-

Rs 20,200

Rupees Twenty thousand two hundred only

11/11/2015

Jhalaram Lal

Sum of Rs 20,200/-

