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STAMP AFFIXED BY.

STAMP SUPERINTENDENT,  
CHHATTISGARH COLLECTORATE.

Fee Paid :-

A 342-00  
 10-00  
 2-00  
 1-00  
 355-00

Admissible under rule 21 and  
 also under section 12, 16 and  
 under the Bengal Tenancy Act  
 VIII of 1886 under amendment  
 Act 1922 or as amended by Act  
 V of 1928  
 Fully stamped under the Indian  
 Stamp Act 1899 Schedule I A No 23  
 Fee paid: Process fee 12-00  
 in Court Fee Stamp

For Registrar, 24 Parganas

THIS INDENTURE made this ninth day of June One Thousand  
 Nine Hundred and Sixty-one BETWEEN PROBODH CHANDRA SARKAR --  
 son of Srish Chandra Sarkar deceased Hindu Landholder residing  
 at No. 3, Bel tola Road in Police Station Bhowanipore in the --  
 Suburbs of the Town of Calcutta hereinafter referred to as the  
 "VENDOR" ( which expression shall unless excluded by or --  
 repugnant to the context include his heirs executors administrat-  
 ors and representatives ) of the ONE PART A N D THE CARD  
BOARD BOX MANUFACTURING COMPANY a registered Partnership firm  
 carrying on business at No. 38, Colootola Street, Calcutta --  
 hereinafter referred to as the "PURCHASERS" ( which expression  
 shall unless excluded by or repugnant to the context include the  
 Partners for the time being and their respective heirs executors  
 administrators and assigns ) of the OTHER PART

W H E R E A S the said Srish Chandra Sarkar acquired  
 by purchase some lands including Two Plots of contiguous Garden  
 lands on Jessore Road at the junction of Sodepur Road in Mouza  
 Chandnagar in Police Station Barasat in Madhyamgram having a --  
 total area of 18 Bighas and odd Cottahs more or less and a portion  
 whereof is intended to be hereby conveyed

AND WHEREAS the said Srish Chandra Sarkar being --

absolutely seized and possessed of or otherwise sufficiently entitled to the said Garden lands died intestate on or about the 16th day of December 1919 leaving him surviving as his only heirs under the Dayabhaga School of Hindu Law by which he was during his life time and at the time of his death governed three sons namely Charu Chandra Sarkar, the Vendor Probohn Chandra Sarkar and Promode Chandra Sarkar

AND WHEREAS the Vendor instituted a Suit in the First Court of the Sub-Ordinate Judge at Alipore being Title Suit No. 130 of 1931 against his said brothers for partition of the joint Estate left by the said Srish Chandra Sarkar

AND WHEREAS the said Promode Chandra Sarkar instituted a similar suit in the said Court being Title Suit No. 56 of 1933

AND WHEREAS the said two Suits were consolidated by a consent decree passed thereon and according to the Terms of Settlement filed therein on the 23rd day of March 1934 inter-alia the said Garden lands were allotted to the Vendor -- absolutely subject to payment of ground rent to the Superior Landlords

AND WHEREAS since the date of the said Decree the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled as of an estate of inheritance in fee simple in possession free from encumbrances in a Mauraishi Mokrari right to the said Garden lands subject to payment of ground rent to the Gantidars and Tenure-holders then existing but whose rights have under the West Bengal Estates Acquisition Act since then vested in the State of West Bengal and the ground rent therefor is now payable to the said State as represented by Collector 24 Parganas through its Tahsildar at Barasat

AND...

For Registrar, 24 Parganas





AND WHEREAS the Vendor has agreed with the Purchasers for absolute sale to them free from encumbrances of about 11 (Eleven) Bighas 5 (Five) Cottahs and 12 (Twelve) Square feet more or less of land (including two Tanks) on Sodepore Road at a lump sum price of Rs. 70,000/- (Rupees Seventy Thousand) and further 12 (Twelve) Cottahs and 36 (Thirty-six) Square feet of land connecting the above land to Jessore Road at or for the price of Rs. 1200/- (Rupees Twelve Hundred) per Cottah or Rs. 14,460/- (Rupees Fourteen Thousand Four Hundred and Sixty) in all making a total area of 11 (Eleven) Bighas 17 (Seventeen) Cottahs 1 (One) Chituck and 3 (Three) Square feet and the -- total price of Rs. 84,460/- (Rupees Eighty-four Thousand Four Hundred and Sixty) together with trees plants and shrubs being the Western and Southern portions of the said Garden lands -- having frontages both on the said Sodepur Road and the said Jessore Road as shown in the Plan annexed hereto and fully described in the First Schedule hereto and also demarcated by five Pucca Pillars on the Eastern and Northern sides of the Garden lands intended to be hereby sold at or for the price of Rs. 84,460/- (Rupees Eighty-four Thousand Four Hundred and Sixty)

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 84,460/- (Rupees Eighty-four Thousand Four Hundred and Sixty) to the Vendor paid by the Purchasers on or before the execution of -- these presents the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby release acquit and discharge the Purchasers as well as the garden lands described in the Schedule hereof intended to be hereby conveyed and every part thereof the Vendor doth hereby grant convey transfer sell assign and assure unto the Purchasers free from all encumbrances ALL THAT the said -- Garden lands in Chandnagar Pargana Anwarpur Thana Barasat -- fully described in the First Schedule hereto and shown and -- demarcated.

demarcated in the Plan annexed hereto OR HOWSOEVER OTHERWISE the said Garden lands now is or are or heretofore was or were butted and bounded called known numbered described and distinguished Together with all trees plants shrubs and all manner of rights and privileges easements advantages appurtenances whatsoever to the said Garden lands or any part thereof belonging to or with the same or any part -- thereof now or heretofore held used occupied or enjoyed therewith and the reversion and reversions remainder and remainders rents issues and profits respectively thereof or any part thereof And all the estate right title interest inheritance use trust property claim and demand whatsoever both at law and equity of the Vendor in to or upon the said garden lands or any part thereof And all deeds pattahs muniments writings and evidences of title which exclusively relate to the said garden lands hereby intended to be sold TO HAVE AND TO HOLD the said garden lands hereby granted sold conveyed and transferred or expressed or intended so to be with respective rights members and appurtenances unto and to the use of the Purchasers absolutely and for ever subject to payment of ground rent to the State of West Bengal AND subject to the Purchasers constructing a wire fencing separating the garden lands hereby sold from the land -- retained by the Vendor within two years from date hereof along the Boundary Pillars already erected by joint measurement AND the Vendor covenants with the Purchasers that NOTWITHSTANDING any act deed or thing whatsoever by the Vendor or his ancestors and predecessors in title done or executed or knowingly suffered to the contrary the Vendor has good right full power and absolute authority and -- indefeasible title to grant sell convey and transfer the said garden lands hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers



Purchasers in manner aforesaid AND the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said Garden lands and receive the rents issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him and that free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the cost and expenses of the Vendor well and sufficiently indemnified of from and against all and all manner of -- charges liens debts attachments and encumbrances whatsoever created by the Vendor or his ancestors and predecessors in title lawfully and equitably claiming as aforesaid AND further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said Garden lands or any part 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 cost of the Purchasers do or -- execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said Garden lands and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required AND the Vendor does hereby covenant with the Purchasers that he 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 Purchasers produce or cause to be produced to it or its Solicitors or Agents or at any trial hearing commission examination or otherwise as occasion shall require the documents -- included in the Second Schedule hereto for the purpose of -- showing its title to the Garden lands hereby conveyed or -- expressed so to be or any part thereof AND also at the like request and cost deliver or cause to be delivered unto the --

Purchasers

Purchasers such attested or other copies or extracts of or from the said document as it may require and will in the meantime unless prevented as aforesaid keep the same -- document safe unobliterated and uncanceled.

:- THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece or parcel of Garden lands with two Tanks having a total area of Eleven (11) Bighas Seventeen (17) Cottahs One (1) Chittack and Three (3) Square feet more or less in Mouza Chaudnagar J. L. No. 44, Thana Barasat in the District of 24 Parganas and included in C. S. Dags Nos. 241 and 243 Khatian Nos. 143 and 52 respectively Touzie No. 146 R. S. No. 167 within the Sub-Registration Office of Barasat District Registration Office Alipore and butted and bounded in the manner following that is to say on the NORTH partly by a Public Drain being Dag No. 200 beyond which is Sodepore Road and partly by the remaining portion of Dag No. 243 on the EAST partly by remaining portion of Dag No. 241 partly by remaining portion of Dag No. 243 and partly by a Public Drain being Dag No. 244 beyond which is Jessore Road on the SOUTH by the Boundary Wall and railings of Messrs. Associated Porcelaine Factory and on the WEST by a Union Board Kancha Road being included in Dag No. 240 and as shown in the Map or Plan annexed hereto within Red boarders. The tenure is a Mourashi Mokarari and an annual rent of -- Rs. 12/- was payable in respect of entirety of C. S. Dag No. 241 to the Zimbadar Tenure-holder Mohorjan Bibi and an annual rent of Rs. 26/5/8p. was payable in respect of entirety of Dag No. 243 to the Gantidars Md. Fazlul & Others and now at -- present the respective sum of Rs. 12/- and Rs. 26/5/8 besides cesses are payable to the State of West Bengal through its Tahasildar at Barasat.

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-

1. Certified copy of the Decree dated 23rd March 1934 in consolidated Suit No. T. S. 130 of 1931 and T.S. 56 of 1933 in the First Court of Sub-Judge at Alipore.
2. Original Patta dated 23rd September 1935 Registered in Book 1 Volume 24 pages 72-75 Being No. 2049 for the year 1935.
3. Copy Record of rights in respect of Garden land at District 24 Parganas Thana Barasat Mouza Chandnagar Parganna Anoopur J. L. No. 4 R. S. No. 167 Khatian No. 52 Touzie No. 146.
4. Copy Record of rights in respect of garden land as District 24 Parganas Thana Barasat Mouza Chandnagar Pargana Anoopur J.L. No. 44 R.S. No. 167 Khatian No. 143 Touzie No. 146

IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed his hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED

at No. 3, Bellala Road,  
Calcutta, in the presence

*Rohodulhan A. Khan*



RECEIVED ..



R E C E I V E D of and from the within-named  
Purchasers the sum of Rupees Eighty-four --  
Thousand Four Hundred and Sixty being the  
consideration in terms of the within Convey-  
ance.

Rs. 84,460/-

MEMO OF CONSIDERATION :

By my order i.e. N 5243 on the first of  
October 1961  
City Bank of New York, Ltd. 50.5.1961, in favour  
of the vendor, *Brasch & Co. Ltd.*  
Witnesses:



For Registrar, 24 Pargana.





Presented for Registration  
 ... P.M. or P.M. on the  
 ... day of June 19...  
 at the Sadar Registration  
 Office at Alipore by ...  
 ... of Claimant ...  
 Attorney for ...  
 Under power of attorney No. ...  
 authenticated by the Sub-  
 Registrar of ...

*Prabodh Chandra*  
*Sarkar*  
*Boludulhamrabi*

For Registrar, 24 Parganas

2066

*Boludulhamrabi*

*Prabodh Chandra*

Son of *Raj-Sub Chandra*  
 of *3 Beltala Road*  
 Thana *Bhadrak*  
 District *Hooghly*  
 By on 15 *June*  
 My profession *Advocate*

*Prabodh*

*Hemanta Kumar Ray*

Son of *Hemanta Kumar Ray*  
 of *Raj-Sub Chandra*  
 Thana *Bhadrak*  
 District *Hooghly*  
 By on 15 *June*  
 My profession *Advocate*

For Registrar, 24 Parganas

DATED THIS 9<sup>th</sup> DAY OF June 1961

-: BETWEEN :-

PROBODH CHANDRA SARKAR

-: AND :-

THE CARDBOARD BOX MANUFACTURING CO.



CONVEYANCE

-of-

Garden lands at Madhvanagar Barasat

For Registrar, 24 Parganas



*[Handwritten signature]*  
AJIT KUMAR RAY  
Solicitor  
5, Hastings Street  
Calcutta

AJIT KUMAR RAY  
Solicitor  
5, Hastings Street  
Calcutta

District Registrar,  
24 Parganas

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