

5481  
I 7449 200Rs.



Admissible under Stamp Act 1899 as amended by Act III of 1922 and section 82 (1) of Calcutta Improvement Act 1911 Schedule I. A. No. 23

Stamp Duty under Indian Stamp Act 1899 as amended by Act III of 1922 ..... 150  
Additional Duty paid under the Calcutta Improvement Act..... 200

Paid in cash.....  
Total..... 350

7-6-61  
A 42  
N 6  
48  
10-11-19/61  
Sub-Registrar, Alipore  
Sadar.

This Indenture of Sale made this 11<sup>th</sup> day of September One thousand nine hundred and Sixty one Between Sri Santosh Kumar Chakravarty son of Sri Tara Prasanno Chakravarty by caste Hindu by profession Government service residing at 40 F, Palm Avenue, P.S. Ballygonj, Calcutta-19 hereinafter called the "Vendor" (which expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns) of the one part AND (1) Sri Sakti Poda Bhattacharjee son of Sri Lal Mohan Bhattacharjee and (2) Smtati Kamala Bhattacharjee wife of Sri Sakti Poda Bhattacharjee

4527 ✓  
Saketi Pada Bhattacharya ✓  
41 Palm Avenue Cal - 19  
31-8-61  
31.8.61

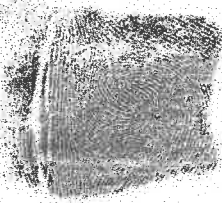
1 @ 200/-  
1 @ 150/-  
350/-

10.30 A.M. or P.M. on the day of... at the office of...  
by Santosh Kumar Chakrabarty  
Agent...  
Power of attorney

Jo 11/8/61

Santosh Kumar Chakrabarty  
Santosh Kumar Chakrabarty  
wife of Tara Prasanna Chakrabarty  
41A Palm Avenue, P.S. Ballygunge  
District 24 Parganas  
by caste Hindu by profession  
Service holder

Santosh Kumar Chakrabarty



8/58

Amrita Kumar - Ref

Amrita Kumar  
162179 P.A. Suburban  
District 24 Parganas  
by caste... by profession

Jo 11/8

Registrar, Alipore  
Sadar

150Rs.



-2-

both by caste Hindu by profession Service and house wife residing at 41 H, Palm Avenue ,F.S.- Ballyganj ,Calcutta-19 hereinafter called the " Purchasers" (which expressions shall unless excluded by or repugnant to the context include their heirs, executors administrators representatives and assigns) of the other Part whereas the property under conveyance along with other properties originally belonged one William Graham who got the tenure by virtue of purchase and was seised and possessed of the same on payment of rent to the superior landlords as the sole and absolute owner thereof till his death on the 17th January 1931.

And whereas prior to his death the said William Graham on the 3rd May 1902 made and published his last Will whereby he devised and bequeathed unto



No. 4527

Sakti Pada Bhalochan

411 Palm Avenue

Calif. 19

31-8-61

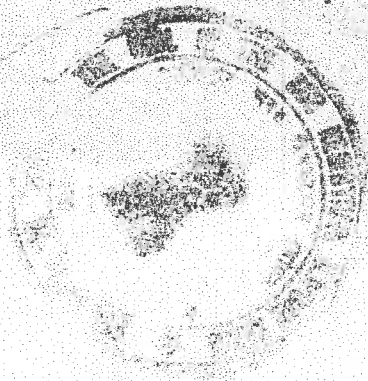
Treasurer

31-8-61

1 @ 200/-

1 @ 150/-

350/-



Sub-Registrar, Alipora

Calif

Handwritten initials or marks, possibly 'W' or 'M'.

unto his wife Mrs. Kate Emily Graham all his movable and immovable properties and whereof he appointed his wife the said Mrs. Kate Emily Graham as the sole executrix And whereas the said will was duly proved in the High Court of Judicature at Fort William in Bengal in its testamentary and intestate jurisdiction and probate thereof was on the 31st day of March 1931 granted to the said Mrs. Kate Emily Graham as the executrix thereof.

And whereas the said Mrs. Kate Emily Graham prior to her death on the 2nd October 1931 made and published the last will and testament on the 2nd. April 1931 whereby she appointed the official trustee of Bengal as the sole executor of her said will with directions to the official trustee to administer the estate in the manner set out in the said will.

And whereas the official trustee as such executor to the said will of the said Mrs. Kate Emily Graham applied to the High Court of Judicature for the grant of probate to him.

And whereas on the 15th December 1931 probate of the will of the said Mrs. Kate Emily Graham was granted to the official trustee as such executor by the said High Court.

And whereas the said official trustee of Bengal as such executor as aforesaid was administering the estate of the said Mrs. Kate Emily Graham and was seised and possessed of the said lands hereditaments and premises in the mouzas Dhakuria Salimpur and Gobindapur as set out in the Schedule recited in the Indenture of conveyance dated 18th day of July 1947 executed by the official trustee of Bengal in favour of the Housing Society.

And whereas the said will dated the 2nd April 1931 the said Mrs. Kate Emily Graham inter alia directed the official

official trustee of Bengal to sell call in and convert into money such part of the estate of the said Mrs. Kate Emily Graham as did not consist of money.

And whereas by virtue of such direction contained in the said Will and also for the purpose of administration of the estate of the said Mrs. Kate Emily Graham the said official Trustee of Bengal by a memorandum of Agreement dated the Twelfth day of November 1945 and made between the said official Trustee of the one part and the Bengal Secretariat Co-operative Society Ltd a Society registered under the Bengal Co-operative Societies Act 1940 and having its registered office at Writer's Buildings Calcutta of the other part agreed for the absolute sale to the said Bengal Secretariat Co-operative Society Ltd or its Nominee for a valuable consideration of all the said lands heriditaments and premises agreeing in all to an area of 80.93 acres including the area under conveyance more or less situate at the aforesaid mouzas of Dhakuria Gobindopur and Salimpur within parganas Khaspur P.S. Tollygonj Sub-registry Alipore within the jurisdiction of Tollygonj Municipality (now within the Calcutta Corporation) in the district of 24 Parganas being premises no.1, Garichata Road and more particularly set out in the schedule to the hereafter recited Indenture of conveyance dated 18th day of July 1947 and made between the said official Trustee of Bengal of the one part and the Housing Society of the other part subject to the lease dated 29th day of November 1935 granted by the official Trustee of Bengal in favour of the Jodhpur Club Ltd as aforesaid but otherwise free from all encumbrances.

And whereas the Bengal Secretariat Co-operative Society Ltd agreed with the Housing Society for the assignment to the



to the Housing Society of the benefits of the Agreement dated 12th day of November 1945 as aforesaid subject to the liability thereunder in consideration of the sum of Rs.10,74,447-4-6 only with interest thereon 4% per annum to be repaid by 31st day of December 1949.

And whereas in consideration of the housing Society having agreed to pay to the Bengal Secretariat Co-operative Society Ltd the sum of Rupees Ten lacs Seventy four thousands four hundred and forty seven and annas four and pies six 4 (Rs.10,74,447-4-6) only together with interest as aforesaid the Bengal Secretariat Co-operative Society Ltd assigned by an Indenture of assignment dated 2nd day of July 1947 unto the Housing Society . All that the said Recited Agreement and all the estate, right, title, benefit, advantages property claim, demand whatsoever of the Bengal Secretariat Co-operative Society Ltd on in or to the same and the lands and premises including buildings and structures thereon to hold the benefit of the said recited Agreement unto the Housing Society absolutely subject nevertheless to the terms and conditions of the lease dated 29th day of November 1935 in favour of the Jodhpur Club Ltd and nominated the Housing Society as its nominee to complete the purchase of the aforesaid premises No.1, Gariahata Road.

And whereas by an Indenture of Conveyance dated the Eighteenth day one thousand nine hundred and forty seven and made between the said official trustee of Bengal of the one part and the Housing Society as nominee of the Bengal Secretariat Co-operative Society Ltd of the other part and the said official

official Trustee of Bengal granted and conveyed to the Housing Society all the said lands aforesaid mouzas of Dhakuria Gabindopu and Salimpur and being premises No.1 Gariahata Road now within Calcutta Corporation).

And whereas the Housing Society in furtherance of its objects formulated a Scheme known as the Tollygonj Scheme also known as the Tallygonj Scheme (Jodhpur Club land) in respect of its lands and premises being premises No.1, Gariahata Road purchased from the official Trustee of Bengal under the aforesaid Indenture of conveyance dated the 18th July 1947 for the purpose of providing houses to its members by establishing a model Garden Colony with all amenities of city life for the attainment of better living conditions and promotion of economic interest of its members and other residents of the Colony through Co-operative efforts and invited application for admission of members with a view to sell plots to them on the basis of the aforesaid Scheme.

And whereas the Housing Society having failed to secure earlier release of the land from Jodhpur Club Ltd by private negotiations applied to the Government of West Bengal under the West Bengal Ordinance II of 1948 (afterwards West Bengal Land Development and planning Act 1948) for compulsory Acquisition of the lease hold interest of the said Jodhpur Club under the aforesaid lease dated the 29th November 1935.

And whereas on the twenty third day of May 1949 the Jodhpur Club Ltd was served with a notice from Government of West Bengal intimating that it has been proposed to acquire the aforesaid lands and premises on behalf of the Housing Society



Housing Society for building or Colony on Co-operative basis thereon.

And whereas the Jodhpur Club objected to the said acquisition and filed a suit being Title Suit No.52/1949 in the Sixth Additional Court of the Subordinate Judge at Alipore against the Housing Society and the State of West Bengal objecting to the said acquisition.

And whereas by a decree made in the said Suit no.52/1949 the Housing Society and State of West Bengal were restrained by permanent injunction from taking or causing to be done any acts or things in respect of the proposed acquisition of the aforesaid lands and from interfering with the possession of the Club.

And whereas the housing Society and the State of West Bengal jointly preferred an appeal in the Calcutta High Court being F.A.35/1952 against the aforesaid Judgment and decree.

And whereas the Housing Society and the said Jodhpur Club Ltd with a view to settling the said F.A.No.35/1952 executed an Agreement dated 22nd of December 1952.

And whereas in the said memorandum of Agreement the said Jodhpur Club Ltd agreed to execute in favour of the Housing Society a proper deed of assignment in the form set out in the Schedule thereto on receipt of a sum of Rupees five lacs only which amount was duly paid by the Housing Society to the said Jodhpur Club Ltd.

And whereas in pursuance of the agreement and in consideration of the said sum of Rupees five lacs only paid by the Housing Society to the Jodhpur Club all those lands and premises comprised in and demised by the said lease dated 29th day of November 1935 were assigned by an Indenture of Assignment dated 6th day of March 1953 by the Jodhpur Club Ltd free from all

from all charges and encumbrance unto the Housing Society for all the residue then unexpired period of the Term of fifteen years created by the exercise of option to renew given to the Jodhpur Club Ltd.

And whereas on a joint petition filed by the appellants and Respondent in the matter of R.A.No.35/1952 in the High Court of Calcutta the said appeal was allowed in full and disposed of in terms of the agreement dated 22nd December 1952 by the High Court and vacant possession of the said lands and premises was made over by the Jodhpur Club Ltd. to the Housing Society in terms of the decree of the High Court.

And whereas the Housing Society has paid Rs.11,08,787-10- (Rupees eleven lacs eight thousand seven hundred Eighty seven annas ten and six pies) only to the Bengal Secretariat Co-operative Society Ltd in full satisfaction of the claims of the said Society under the aforesaid Indenture of assignment dated 2nd day of July, 1947.

And whereas the Housing Society in pursuance of the said Tollygunj Scheme (Jodhpur Club lands) divided the aforesaid lands into several building plots and other common utility areas such as parks, market, lake, schools, play grounds etc and has constructed and proposed to construct roads pathways passages and set back areas with the object of selling the said several building plots as separate hereditaments to its members and others.

And whereas the said roads pathways passages and set back areas are intended for the better enjoyment by the allottees and other purchasers and the owners for the time being of their



their respective plots belonging to them.

And whereas the Housing Society admitted the Vendor as an allottee as one of the members with the intention and purpose of selling to him a piece and parcel or plot of land in the said Tallygonj Scheme and has agreed with the present Vendor allottee for absolute sale to him of the said plot No.365 containing an area of 5(five) Cottahs 3 (three) Chattaks 8(eight) Square feet more or less being a portion of premises no.1, Gariahata Road particularly described in the schedule A of the deed of conveyance dated 21st day of July 1961 for a valuable consideration.

And whereas the allottee vendor being desirous of purchasing plot 365 in the said Tallygonj Scheme has become a member of the Housing Society and has agreed to purchase the said plot No.365 and has made diverse payments towards the purchase of the said plot no.365 by way of price of plot acquisition cost and Development cost (in response to the calls issued by the Housing Society from time to time the details of which payments are given in the schedule B of the conveyance dated 21st day of July 1961 whereof is acknowledged by the Housing Society.

And whereas by deed of conveyance dated 21.7.61 the said Housing Society sold conveyed transferred assigned unto the vendor all that piece or parcel of land heriditament and premises containing an area of 5(five) Cottahs 3(three)Chattaks 8(eight) Square feet more or less being a portion of premises no Gariahata Road particularly described in the schedule A thereto and delineated on the plan thereto annexed coloured red.

And whereas the vendor has agreed with the purchasers for the absolute sale to them of 2(two) Cottas 8(eight)Chattaks



being portion of plot no.365 containing an area of 5(five) Cottas 3(three) Chattaks 8(eight) Square feet being portion of 1, Gariahat Road which is fully described in the schedule hereunder written and delineated in the map or plan hereto annexed and therein coloured red and inheritance thereof in fee simple in possession free from all encumbrances at or for the price of Rs.10,000/- (Rupees Ten thousand only) ₹,

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the premises and the sum Rs.10,000/- (Rupees Ten thousand) paid to the vendor by the purchaser on or before the execution of these presents (the receipt whereof the vendor doth hereby acknowledges and of and from the same and every part thereof doth hereby released them the purchasers) the vendor doth hereby grant convey and transfer all that piece and parcel of land heriditament and premises measuring 2(two) Cottaks 8(eight) Chattaks being portion of plot no.365 of the Housing Society's land development Scheme being portion of premises no.1, Gariahata Road described in the schedule 'A' hereunder written and particularly delineated in the map or plan hereto annexed and therein coloured red or Howsoever otherwise the said land heriditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted butte and bounded called knowy numbered described or distinguished together with all fixtures Yards Courts areas sewars drains ways pathways passages common fences walls water water courses light rights liberties privileges, easements and appertenances whatsoever to the said land heriditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto and all rights

thereto and all rights of passage over and rights of drainage and electric Cables under the said roads constructed by the Housing Society and hereinbefore mentioned and all the estate right title interest claim and demand whatsoever of the vendor into or upon the said land heriditament and premises or any part thereof together with all deeds pattahs and muniments of title, whatsoever in any wise relating, to or concerning the said land heriditaments and premises or any part thereof which now are or hereafter shall or may be in possession power or control of the vendor or any other person or persons from whom the vendor may procure the same without any action or suit To have and to hold the said land heriditaments and premises hereby granted or expressed so to be unto and To the use of the purchaser absolutely and for ever and the vendor doth hereby covenant with the purchaser that the vendor is now lawfully rightfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said land heriditament and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the said and that the vendor has now in itself good right and full power to grant the said land heriditament and premises hereby granted or expressed so to be unto and to the use of the purchasers in manner aforesaid and the purchasers their heirs executors administrators representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said land heriditaments and premises and receive and rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully

lawfully or equitably claiming from under or in trust for it and that 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 vendor or any person or persons lawfully or equitably claiming from under or in trust for it and further that the vendor and all person or persons having or lawfully or equitably claiming any estate or interest in the said land heriditament and premises or any part thereof from and 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 purchasers do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land heriditaments and premises and every part thereof unto and to the use of the purchasers in manner aforesaid as shall or may be reasonably required and the said vendor doth hereby for himself successors or assigns covenant with the purchasers .

1. That the vendor and the purchasers shall not have to pay any rent for the land hereby conveyed and the said Housing Society shall go on proportionate to the superior landlord as agreed by the said Society and the vendor his heirs and assigns and transferees shall always have advantage of the said agreement by and between the vendor and the said Society.

2. The purchasers and their heirs and successors for all time to come will have uninterrupted and clear right of easement i.e. right of egress and ingress on a strip of 42 feet 9 inches 4 feet land of the vendor marked by yellow border in the site plan just adjoining to 42 feet 9 inches X 4 feet strip of land to be



to be held by purchasers on the eastern side of plot No.365.

3. To erect structures according to the sanctioned plan of Corporation and to raise not more than 5 feet wall on the eastern side of the purchaser's strip of land 4 feet wide (east to west) and 42 feet 9 inches in length (South to North) which will not disturb the access of air and light of the vendor's premises.

4. That the purchasers and their heirs and successors will not raise any structure causing obstruction of air and light to the inconvenience of the vendor/in between the aforesaid lands of the vendor and purchasers mentioned in Sl.2 (42 feet 9 inches in length - South to North).

*Schedule 'A'*

All that piece or parcel of land measuring 2(two) Kottahs 8 (eight) Chottaks more or less being portion of plot No. 365 out of 5(five) Kottahs 3(three) Chottaks 8(eight) Square feet more or less being portion of premises No.1, Gariahata Road described by the Housing Society as plot No.36 of the Tollygunj Scheme(Jodhpur Club Lands) butted and bounded on the

North :- By the said premises No.1, Gariahata Road described by the Housing Society as Plot No.353.

South :- By the remaining portion of plot No.365 owned by the vendor and 40 feet wide road described by the Housing Society as "P" Road.

East :- By the said premises No.1, Gariahata Road describe by the Housing Society as Plot No.365.

West :- By a portion of premises No.1 ,Gariahata Road described by the Housin Society as plot No.364 and 42 feet 9 inches X 4 feet strip of land of the vendor running paralal to the 42 feet 9 inches X 4 feet strip of land of purchasers.

The land sold by this deed of sale is delineated in the plan annexed herewith and which is bounded in red line in the said plan.

On the northern side from West to East 49 feet 10 inches and on the southern side 48 feet 11 inches from West to East; on the eastern and western side each 32 feet 8 inches from north to south and a strip of land running north to south 42 feet 9 inches long and 4 feet wide and the whole portion covers 2 K. 8 Ch. of land in area within Calcutta Corporation thana Tollygunj Registration Office Alipore falling within One or more of maujas Dhakuria, Gobindapur and Salimpur Fargana - Khaspur District 24 Farganas.

In witness whereof the vendor hath duly executed this deed of sale on the day, month and the year first above written.

Signed sealed and delivered

Signature of the Executant.

In presence of witnesses

Santosh Kumar Chakrabarti

- (1) Girindranath Biswas  
PL  
Judge's Court, Alipore  
Cal 27.  
11.9.61
- (2) Joydeb Banerjee  
6/30/10 Anna Kanta Sen Lane  
Cal-30. 11/9/61
- (3)

Received of and from Sri Saktipada Bhattacharyya and Sm. Kamala Bhattacharyya (purchasers) of 41 H. Palm Avenue . Ballygunj, Calcutta-19 the sum of Rs. 10,000/- (Rupees Ten thousand) only as per details below.

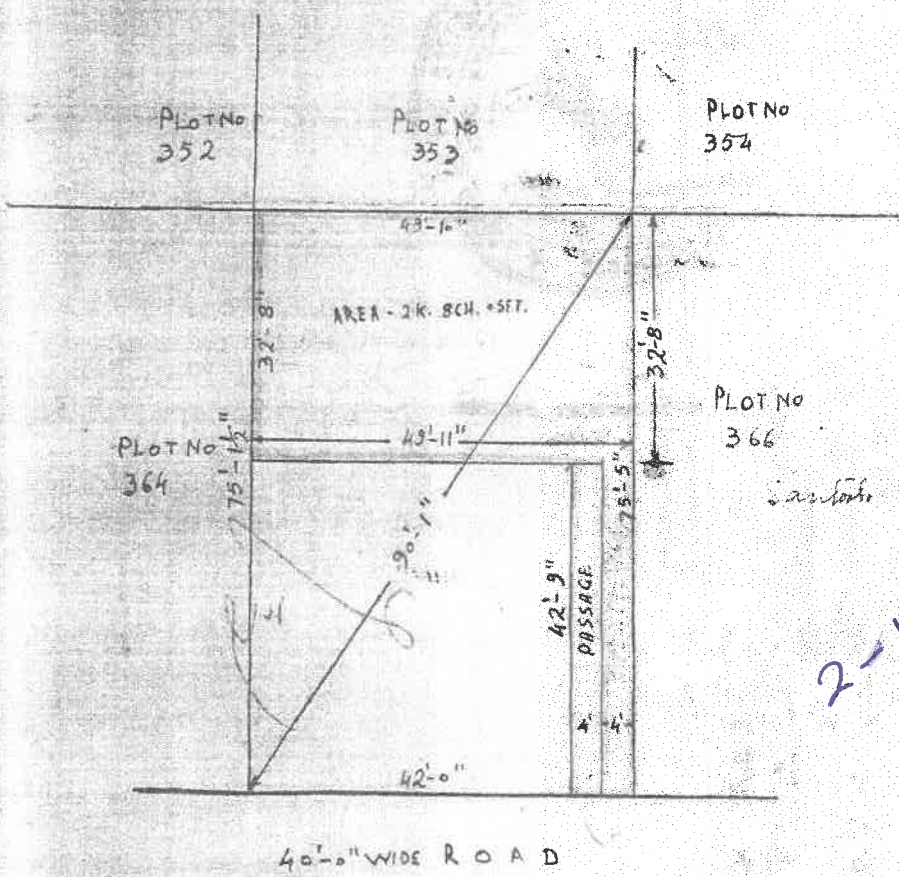
Rs. 10,000/- (Rupees Ten Thousand) by Cheque No. C B H S 359833 on Central Bank of India Ltd.

In presence of witnesses.

Santosh Kumar Chakrabarti

- (1) Girindranath Biswas  
Judge's Court, Alipore, Cal 27
- (2) Joydeb Banerjee  
6/30/10, Anna Kanta Sen Lane  
Cal-30 11/9/61
- (3)





SITE PLAN OF PART OF PLOT NO 365 OF TOLLYGUNGE SCHEME (JODHPUR CLUB LANDS) NO 1, GARIAHAT ROAD (SOUTH), JODHPUR PARK, CALCUTTA-31. MAUZA-DHAKURIA, GOBINDAPUR & SELIMPUR, PORGANA-KHASHPUR. P.S. - TOLLYGUNGE, DIST-24-PARGANAS.

SCALE - 2" FT. = 1" AREA - 2K. 8CH. 0 SFT. BORDERED RED.