



10283

10. 8. 87.

B. d. Sharma of 6. 00 Post mile Sur. Cal

S. B. Singh

B. B. Singh
District Deputy Registrar
District Registration Office

27.	In-Red	6 P.	Adhesive	Stamp	Collector's Seal	Rs. 5000/-
28.	"	"	"	"	"	Rs. 5000/-
29.	"	"	"	"	"	Rs. 5000/-
30.	"	"	"	"	"	Rs. 5000/-
31.	"	"	"	"	"	Rs. 1000/-
32.	"	"	"	"	"	Rs. 1000/-
33.	"	"	"	"	"	Rs. 1000/-
34.	"	"	"	"	"	Rs. 500/-
35.	"	"	"	"	"	Rs. 50/-
36.	"	"	"	"	"	Rs. 20/-
37.	"	"	"	"	"	Rs. 5/-

India Revenue Stamp Rs. 0. 20 P.

Stamp Affixed by
Sd/- M. G. Gole

Stamp Superintendent — Calcutta Collector

J. T. e. & Declaration

THIS INDENTURE made this 8th day of August.

One thousand nine hundred and eighty-one **BETWEEN**
AMIYA KRISHNA KHAN son of Kumar Bejoy Krishna Khan, deceased,
 residing at No. 79/A, Rash Behari Avenue in the town of
 Calcutta, hereinafter referred to as the 'VENDOR' (which

expression...

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expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the ONE PART A N D C R CONSTRUCTION PRIVATE LIMITED an existing Company within the meaning of the Companies Act, 1956 having its registered office at No.1, Chittaranjan Avenue, Calcutta, hereinafter referred to as the 'PURCHASER' (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the OTHER PART:

WHEREAS :-

- A. By an Indenture of Conveyance dated 5th June, 1918 made between Andrew Hope, therein referred to as the Vendor of the One Part, and Kumar Bejoy Krishna Khan, therein referred to as the Purchaser of the Other Part, and registered with the Registrar, 24 Parganas, in Book No.1, Volume No.38, Pages 165 to 173, Being No.1627 for the year 1918, the said Andrew Hope for the consideration therein mentioned sold conveyed transferred assured and assigned unto and in favour of the said Kumar Bejoy Krishna Khan ALL THAT the premises No.4, Minto Park in the town of Calcutta, more fully and particularly described in the First Schedule thereunder written free from all encumbrances, charges, liens, lispendens, trusts, attachments whatsoever.

- B. The said Kumar Bejoy Krishna Khan died intestate on or about 15th December, 1935 leaving him surviving his widow Mrs. Pratibha Khas, his minor son Amiya Krishna Khan, the Vendor herein and his then unmarried daughter Smt. Krishna Khan.
- C. Upon the death of the said Kumar Bejoy Krishna Khan, the Vendor herein absolutely became entitled to amongst others ALL THAT the premises No.4, Minto Park in the town of Calcutta.
- D. During the minority of the said Vendor, his mother Smt. Pratibha Khan was appointed Guardian by an order dated 7th December, 1936 passed by High Court at Calcutta.
- E. The Vendor herein attained majority on 29th June, 1950 and upon attaining majority became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises No.4, Minto Park in the town of Calcutta. The Vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises No.4, Minto Park in the town of Calcutta (since renamed and renumbered as premises No.9, Debendra Lal Khan Road) free from all encumbrances liens lispendens attachments trusts charges whatsoever.

- F. By an agreement for sale dated the 18th May One thousand nine hundred eighty one made between the Vendor therein referred to as the Vendor of the One Part and one Adarsh Halwasya therein referred to as the Purchaser of the Other part the Vendor agreed to sell to the said Adarsh Halwasya or his nominee or nominees ALL THAT the premises No 4 Minto Park (now known as No 9 Debendra Lal Khan Road) in the town of Calcutta at and for a consideration of Rs.8,00,000/- (Rupees eight lacs only) SUBJECT HOWEVER to the existing tenancy in favour of Hooghly Docking and Engineering Company Limited in respect of ground floor of the said premises and the pending legal proceedings between the Vendor and Kumardhubi Fire Clay and Silica Works Limited in respect of the first floor of the building of the said premises.
- G. The said Adarsh Halwasya nominated the Purchaser as his nominee and requested the Vendor to execute the Conveyance in its favour.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.8,00,000/- (Rupees eight lacs only) paid by the Purchaser to the Vendor on or before execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the payment of the same for ever release and discharge the Purchaser) the Vendor doth hereby grant convey transfer assign and assure unto the Purchaser ALL THAT messuage tenement dwelling houses and units whatsoever and other erections thereon and land hereditaments being premises No 4 Minto Park (since numbered No 9 Debendra Lal Khan Road) Calcutta more fully and particularly described in the Schedule hereunder written and also shown and delineated in the map or plan hereto annexed and thereon bordered in 'RED' TOGETHER WITH water rights, boundary walls, liberties

easements...

easements and benefits of ancient lights and benefits and appurtenances whatsoever to the said messuage tenement dwelling houses and land hereditaments and premises belonging to or in any way appertaining therewith held used occupied or enjoyed as part or parcel thereof or appurtenant thereto AND ALL the estate right title interest property claim and demand whatsoever of the Vendor in or out of or upon the said messuage tenement or dwelling houses and land hereditaments and premises AND ALL the appurtenances thereunto belonging or any part or parts thereof respectively and the common paths and passages TOGETHER WITH all deeds documents and instruments of title exclusively relating thereto TO HAVE AND TO HOLD the said messuage tenement or dwelling houses and units and land hereditaments and premises described in the Schedule hereto and hereby granted conveyed transferred assigned and assured or expressed or intended so to be (hereinafter referred to as 'the said premises') and every part thereof respectively unto the Purchaser absolutely and for ever as on and from the date hereof SUBJECT HOWEVER to the said tenancy in respect of the ground floor of the said premises in favour of Hooghly Docking and Engineering Company Limited and the pending legal proceedings between the Vendor and the Kumardhubi Fire Clay and Silica Works Limited in respect of the first floor of the building of the said premises AND ALSO to lay drainage and water gas or other pipes and to erect electric light telephone and other holes over and ⁱⁿ ~~under~~ the said ^{premises} ~~common~~ passage and to maintain repair and reinstate the said cables drains pipes and holes

And...

AND the Vendor doth hereby covenant with the Purchaser that the Vendor has good right full power and absolute authority to grant convey transfer assign and assure the said premises unto the Purchaser in the manner and subject to as aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction interruption claim and demand whatsoever by the Vendor or any person or persons lawfully and equitably claiming any estate or interest in the said premises from under or in trust for the Vendor AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said premises shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perfect and cause and procure to be made done acknowledged executed and perfected with all proper despatch all such further or other lawful and reasonable acts and deeds assurances matters and things whatsoever for further and more perfectly assuring the said premises unto the Purchaser in the manner and subject as aforesaid as may be reasonably required AND the Vendor hereby further covenants and agrees with the Purchaser that in the event of the Purchaser desiring or requiring the Vendor to continue with the said ejectment suit or the appeal or any other proceedings then the Vendor shall continue the same in his name but at the cost of the Purchaser and shall also do all acts deeds things and matters which may be needed and required by the Purchaser for the purpose of prosecuting and/or continuing with the said suit.

THE...

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT two storied brick built messuage tenement or dwelling house [✓] *containing 1/2 acre dwelling units* together with piece or parcel of rent free land or ground on part whereof the same is erected or built containing by admeasurement 19 cottahs 4 chittacks 15 sq.ft. or thereabout situate at No.4, Minto Park, now known as 9, Debendra Lal Khan Road and before that Municipal No.1/3, Bhowanipore Road, in Dehee Panchannogram, Registration District and Sub-District Alipore and Thana Bhawanipore, Division VI, Sub-division B and being a portion of Holding No.12 in the District of 24 Parganas and butted and bounded -

On the North - By the wall and godown both belonging to 5, Minto Park, and partly by the wall belonging to 2, Minto Park,

On the South - By the new forty feet Road,

On the East - Partly by the wall belonging to No.3, Minto Park and partly by the wall belonging to No.2, Minto Park, and

On the West - By the entrance roadway to No.5, Minto Park.

Together with the godown and outhouses thereunto belonging and shown and delineated in the map or plan hereto annexed and bordered in 'RED' thereon.

IN...

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hands and seals the day month and year first above written.

SIGNED AND DELIVERED By
the Vendor at Calcutta

Amiya Krishna Khan

in the presence of :

R. K. Gajjar
Sahibeto.

Subhas Biswas.

*2A, Beonath Banerjee Street
Calcutta - 9.*

RECEIVED of and from the within-named Purchaser the withinmentioned sum of Rs. 8,00,000/- (Rupees eight lacs only) being the consideration money in full as per memo below.

.....Rs. 8,00,000/-

MEMO OF CONSIDERATION

Paid as Earnest MoneyRs. 10,000/-

By Pay Order No B 424229/399/81 ✓

Dated 8th August, 1981 of *The South Indian Bank Ltd, 2nd Floor, Calcutta branch*Rs. 7,90,000/-

in favour of the Vendor -

Rs. 8,00,000/-

(Rupees eight lacs only)

Amiya Krishna Khan

Witnesses:

R. K. Gajjar.

Subhas Biswas

*2A, Beonath Banerjee Street
Calcutta - 9.*

Admissable under Rule 21, Only Stamped under the
 Indian Stamp Act- 1899 & also as amended
 by the Bengal Stamp Amendment Act-
 1962 & schedule I Act- 23, and
 also under Section 82(1) of the Calcutta
 Municipal Act- 1911. Stamp duty
 Paid under the Indian Stamp Act- Rs. 1, 37, 55 1/2.
 Additional duty under C. I. Act ... Rs. 1600.
 Paid under ... Rs. 19

 Total Rs. 1, 53, 57 1/2

Repaid as under-

A.	7989.50	
G.	50.	
R.G.	25.00	of 1, 50.00
M.	4.00	of 2, 32.00
N.	3.00	<u>88.00</u>
	<u>8070.50.</u>	

of D. N. Banerjee
 Resident of Assam Calcutta.
 8-8-81.

Presented for Registration on 7 P.M. after
 8th day of Aug 1981. at his residence
 By Aniya Krishna Khan the Employer

Aniya Krishna Khan
 of D. N. Banerjee
 Resident of Assam Calcutta.
 8-8-81.

Enclosed is and

Aniya Krishna Khan
 of D. N. Banerjee
 Resident of Assam Calcutta.
 8-8-81.

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Amiya Koshuakhae

Shance of Succession of the ~~Amiya~~
is dispensed with

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Padra ~~Padra~~ High Cal. Cal.
Chuanjan gadarje Padra
of ~~Padra~~ ~~Padra~~
Resignation of ~~Padra~~ ~~Padra~~
8.8.81.

Copied Bimal Prasad
21.8.81

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21.8.81.

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24.8.81

Under Art. 7 4.00
 Under Art. 8 5.45
 Value of stamp
 supplied 20
 Value of C. Paper
 Cost for map or plan
 Total cost for copy 13.50
 Copy prepared, signed
 sealed and delivered 13.15
 Under Order No.

for *amp*
 24/9/91

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DATED THIS 46th DAY OF August 1981

=====

B E T W E E N

AMIYA KRISHNA KHAN

A N D

C R CONSTRUCTION PRIVATE LIMITED

C O N V E Y A N C E

R. L. GAGGAR
Solicitor & Advocate
6, Old Post Office Street,
Calcutta.