



UNDER SUPERVISOR
CALCUTTA COLLECTORATE

under Rule 23
under the Indian Stamp Act
as amended by Section 11 of the
Indian Stamp Act 1899
the Indian Stamp Act 1899
Section 23

Benugal Stamp (Amendment)
1912 188 6

246 4
434/10

For paid as under

A 14/
R 18

Subscribed 14/8

mailed

D-S-R. 20622

THIS INDENTURE made the *sixteenth* day of *May* One-thousand Nine-hundred & Twenty-two BETWEEN
THE TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA a body corporate constituted by the Calcutta ----
Improvement Act 1911 (hereinafter referred to as the Board) of the one part Monmothath Sett,
Gonesh Chandra Sett, Kartic Chandra Sett and Dhonobullav Sett all sons of *Mahendra Nath Sett*
(deceased)
by caste Tili by occupation Assistant, Surveyor General of India, service-holders residing at
present at 16, Sitanath Road, Calcutta hereinafter called the "PURCHASERS" which expression -
shall unless excluded by or repugnant to the context be deemed to include their respective ---
heirs executors administrators representatives and or assigns of the other part WHEREAS the -
Board are now absolutely seized and possessed of or otherwise well and sufficient entitled x
to free from encumbrances the plot of land situate at Improvement Scheme No.IVA and being Plot
No.125 aforesaid in the schedule hereto more particularly mentioned and described and intended
to be hereby granted AND WHEREAS the purchasers have represented to the Board that they are -
desirous of purchasing the said plot of land in order that they may utilise the same with the
buildings thereon solely for residential purposes except as hereinafter provided and on the -
faith of such representation the Board have consented to sell the said plot of land to the --
purchasers for the price of Rs.12,315/- (Rupees Twelve-thousand Three-hundred & fifteen) but -
upon the conditions and stipulations set forth in the covenant by the purchasers hereinafter
expressed it being agreed that a portion of the said purchase price namely Rs.7,750/- (Rupees
Seven-thousand Seven-hundred & Fifty) shall be paid to the Board on or before the execution -
of these presents and the balance of the said purchase price namely Rs.4,565/- (Rupees Four-
thousand Five-hundred & Sixty-five) shall only be paid if the purchasers fail to observe the
said conditions and stipulations NOW THIS INDENTURE WITNESSETH as follows :-
1.....In pursuance of the said agreement and in consideration of the said sum of Rs.7,750/-
(Rupees Seven-thousand Seven-hundred & Fifty) which has been paid to the Board by the purcha-
sers before the execution of these presents (the receipt whereof the Board hereby acknowledge)
and also in consideration of the covenant on the part of the purchasers hereinafter contained

the Board hereby grant convey and transfer unto the purchasers ALL that plot of land ~~here~~ particularly mentioned and described in the said schedule TOGETHER with all buildings (if any) compounds trees fences liberties privileges easements rights lights appendages and appurtenances whatsoever to the said land or any part thereof belonging or in anywise appertaining held used or occupied therewith AND all the estate right title interest property claim and demand whatsoever of the Board into or upon the same and every part thereof TO HAVE AND TO HOLD the said plot of land unto the purchasers for ever.

2.....The purchasers hereby covenant with the Board in manner following (that is to say) :-

(1). That the purchasers shall for a period of seven years from the date hereof use the land and any building thereon for the purpose of residence of themselves or their family ~~and their~~ relations and shall not sell lease or otherwise part with possession of the same, within the said period of seven years without the written consent of the Board first had and obtained it being agreed that such consent shall not be unreasonably withheld the object of the Board being to prevent transaction of a speculative character, provided always and it is hereby agreed and declared that notwithstanding any thing herein contained the purchasers shall be at liberty while using the said building for the residence of themselves or their family or relations to let without any consent of the Board being obtained in that behalf a part of the said land or building to others for purpose of residence or for carrying on any trade or business but not any offensive or dangerous trade likely to create any public nuisance or annoyance and it is hereby further agreed and declared that if within the period of seven years or at any subsequent period the said land or any portion thereof be acquired by Government or other local or other authority under the Land Acquisition Act or any other enactment which now is in operation or may hereafter come into operation in that behalf the conditions and restrictions as aforesaid shall cease to have any operation and force and the purchasers shall be entitled to the payment of full compensation money payable for such acquisition as if the purchasers had been the absolute owners of the said land and building and as if this Conveyance had contained no restrictive covenants or conditions as to the user of the land or otherwise.

(2). In the event of the purchasers failing to observe any of the conditions and stipulations of the provisions contained in the above paragraph then and in any such case the balance of the said purchase money viz., Rs. 4,565/- (Rupees Four-thousand Five-hundred and Sixty-five) shall immediately become due and payable to the Board and the purchasers shall and will pay the said sum to the Board on demand the intention being that the Board will not require payment of the said balance of Rs. 4,565/- (Rupees Four-thousand Five-hundred and Sixty-five) if the purchasers shall duly and faithfully observe the said conditions and stipulations hereinbefore contained for a period of seven years from the date hereof.

Provided always and it is hereby agreed and declared that if the full purchase price is paid by the purchasers for the said plot of land with the buildings thereon whether voluntarily or under this clause the purchasers' title thereto shall be absolute as between them and the Board and upon such payment or at the expiry of seven years as aforesaid provided that the conditions herein contained have been duly observed the Board shall execute and register all such deeds or documents as the purchasers may require to perfect their title to the said land and building at the cost of the purchasers.

THE SCHEDULE ABOVE REFERRED TO.

All that piece or parcel of revenue-free land containing an area of 10K-1ch-43sft more or less situate and being Plot No. 125 of the Surplus Lands in Improvement Scheme No. IVA formed out of premises Nos. 19/1, 19/2, Russa Road South, 27/1, Iswar Ganguli Lane and old passage being parts of Holdings Nos. 194 and 193, Sub -

Division F, Grand Division VI, Dihi Panchannogram in the District of 24-Parganas, Thana Bhowanipur Sub-registration District Alipore or howsoever otherwise the same hereditaments and premises are situated bounded called known described or distinguished and which said piece or parcel of land is delineated on the map or plan hereto annexed and thereon coloured pink.

IN WITNESS WHEREOF the Chairman of the Board and the purchasers have hereunto set their respective hands the day and year first above written.

Given under the common seal of the Trustees for the Improvement of Calcutta and duly signed in the presence of :-

T. Emerson

CHAIRMAN OF THE BOARD.

Witness :- *Seahen N. Mack*
Calcutta Improvement Trust

The common seal of the Board was hereunto affixed in my presence :-

M. Phelps

A Trustee of the
Calcutta Improvement Trust.

H. S. S. S.

Secretary to the
Calcutta Improvement Trust.

Signed by the abovenamed purchasers in the presence of :-

Witnesses :-

Surendra Kumar de
N.M.S.
6 Bolaram de Street. Cal.
Ram Chandra de
Quadr.
153, Bolaram de Street
Calcutta.

Mounis Chandra de
G. S. Chandra de
Hartick Chandra de
Dhankulla de



presented for registration
 on the 20th day of June 1922
 at the Aligarh Sub-Registry Office
 by Mallikaraj Ray
 son of Late Raj Devendranath Ray Bahadur
 of 12, Holwell Lane, Calcutta
 Profession of profession
Serviceworker attorney for The Calcutta Improvement Trust
 at No. 613 for 1914
 as entered by the Sub-Registrar
Calcutta

at my house

Mallikaraj Ray

87

20.6.22

Emigration is done by Madame Mallikaraj
Ray who is identical Mallikaraj known wife.

Mallikaraj Ray

at my house
 20.6.22

Execution is admitted by Mallikaraj Ray and by his brothers
Ganesh Chandra Ray, Krishna Chandra Ray and Shambhoo Ray,
 all are sons of Late Shambhoo Ray, of 15/2, Kali Lane, P. S. Shweta,
by caste - Brahmin, by profession Serviceworker, all are identified by Suranda
of 6, Salazar Street, Calcutta.
Known as Ray, son of Dari Das Ray, by caste Brahmin, by profession

3575

Medical Practitioner.

Shonmukh Ray

3576

Gonesh Chandra Ray

3577

Shonmukh Ray

3578

Suranda

for official use

Shonmukh Ray 20.6.22

Suranda Kumar Ray

Amice
am

25622



Page VIII-25

Dated 16th May 1922.

THE TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA

-To-

Momoto Nath Sait & others.

-:00:-



CONVEYANCE.

Plot No. 125, Scheme No. IVA.

-:0:-

1778

804

Alfred

22
204 209
2815
1922

Accepted bill -
as per on 27.22
Alfred
27.2.22



May + June
Debit to the Account
28.6.22