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A. M. Ramjee.
Advocate,
Cal. High Court.

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104-8-
114-8-

18.2.53.

L. M. /



R. 37703

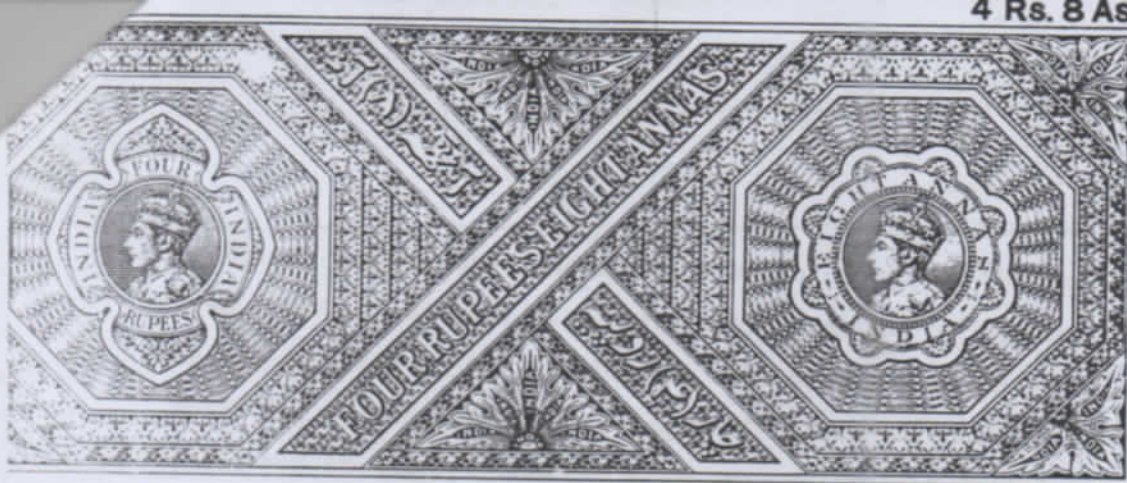
Sub-Registrar of
Cossipore Dam-Dam



-2-

town of Calcutta by caste Hindu by occupation Grihasthali herein-
 after called the "PURCHASER" (which expression shall unless excluded
 by or repugnant to the context include her heirs executors admini-
 strators representatives assigns) of the Other Part WHEREAS by an
 Indenture of conveyance bearing date the twenty second day of May
 One thousand nine hundred and thirty seven and made between Hukum
 Chand Mullick and others therein described of the First Part Rabindra
 Nath Dey and another also therein described of the Second Part and
 Mugneeram Bangur and Company of the Third Part and registered at
 Calcutta Registry Office in Book No.I Volume No.38 Pages 226 to 235
 Being Deed No.1678 for the year 1937 they the said Hukum Chand
 "ullick and others as vendors for the consideration "therein mentioned
 granted transferred and conveyed and the said Rabindra Nath Dey and
 another confirming parties ratified and confirmed unto the said
 Mugneeram Bangur and Company as Purchasers ALL THAT piece or parcel
 of land hereditaments and premises with tank comprised therein mea-
 suring 1.3005 acres corresponding with four bighas five cottas "more
 or less lying at and being premises No.89, Jessore Road of the South
 Dum Dum Municipality AND WHEREAS by an Indenture of conveyance
 bearing date the 22nd.day of May 1937 made between Hukum Chand
 Mullick and others therein described of the First Part Rabindra Nath
 Dey and another also therein described of the Second Part and said
 firm of Mugneeram Bangur and Company of the Third Part (hereinafter

called --



चार रुपया आठ आना

-3-

called the said firm) and registered at the Calcutta Registry Office in Book No.I Volume No.68 Pages 126 to 146 being Deed No.1679 for the year 1937 the said Hukum Chand Mullick and others as vendors for the consideration therein mentioned granted transferred and conveyed and the said Rabindra Nath Dey and another ratified and confirmed unto the said firm ALL THAT undivided fifteen annas thirteen and one fourth ganda share of an in ALL THAT piece or parcel of Niskar or rent free land with tank comprised therein measuring 4.8339 acres corresponding to fourteen bighas twelve cottas and seven chittaks more or less situate lying at being C.S.plot No.126 of Mouza Satgachi (part whereof is hereby intended to be conveyed) AND WHEREAS by an Indenture of conveyance bearing date the tenth day of February One thousand nine hundred and thirty nine and made between One Basanta Kumar Mullick therein described of the one part and the said Mugneeram Bangur and Company of the other part and registered at the Cossipore Dum Dum Registry Office in Book No.I Volume No.13 Pages 129 to 134 being Deed No.395 for the year 1939 the said Basanta Kumar Mullick for the consideration therein mentioned granted transferred and conveyed unto the said Mugneeram Bangur and Company ALL THAT

undivided ---

undivided two and one-fourth gandas share of and in the said premises No.89 Jessore Road more fully described in the Schedule thereunder written AND WHEREAS the said premises No.88 Jessore Road according to the settlement records of rights which were finally published in the year 1931 were in possession of a tenant named Abinash Chandra Biswas for an estate of intermediate permanent tenure the rent whereof was liable to enhancement under the said Hukum Chand Mullick and others AND WHEREAS the said Abinash Chandra Biswas died in the year 1934 leaving Badal Biswas his only son and heir him surviving AND WHEREAS by a Bengali Kobala bearing date 12th day of April 1935 and executed by the said Badal Biswas in favour of Sudhir Chandra Kar and Gokul Chandra Das therein described and registered at the Cossipore Dum Dum Sub Registry Office in Book No.I Volume No.11 Pages 279 to 282 being Deed No.708 for the year 1935 the said Badal Chandra Biswas for the consideration therein mentioned granted transferred and conveyed unto the said Sudhir Chandra Kar and Gokul Chandra Das the said premises No.88 Jessore Road ordinary known as "Telibagan" subject to the payment of an annual jama or rent to the said Hukum Chand Mullick and others AND WHEREAS by an Indenture of conveyance bearing date the 13th day of January 1940 made between the said Sudhir Chandra Kar and Gokul Chandra Das of the one part and Narsingdas Bangur therein described of the other part and registered at the Cossipore Dum Dum Sub Registry Office in Book No.I Volume No.23 Pages 236 to 242 being Deed No.117 for the year 1940 they the said Sudhir Chandra Kar and Gokul Chandra Das for the consideration therein mentioned granted transferred and conveyed unto the said Narsingdas Bangur the said premises No.88 Jessore Road known as "Telibagan" more fully described in the schedule thereunder written subject to the payment of the annual jama or rent as therein mentioned to the than superior landlords AND WHEREAS in the settlement records of rights finally published in 1931 it was wrongly recorded in Khatian No.779 of Moura Satgachi that the said Hukum Chand Mullick and others had "Madhyasattadhikari Chirasthai Khajnar Bridhir Jogya" right in the land ---

land comprised in the said Khatian No.779 with Sub-Khatian No.780 and 781 measuring altogether 6.1344 acres being the Municipal Holding No.88 and 89 Jessore Road and in respect whereof total annual jama or rent of Rupees Six annas fourteen and gandas five was payable to the superior landlord namely Nrisinga Charan Nandy Choudhury AND WHEREAS the said Nrisinga Charan Nandy Choudhury on the seventh day of April One thousand nine hundred and thirty nine filed a Suit being Rent Suit No.25 of 1939 in the First Munsiff's Sealdah praying inter alia for recovery of rents lying in arrear and for enhancement of rent against the said Hukum Chand Mullick and others and the said Mugneeram Bangur and Company AND WHEREAS by a decree made in the said suit on compromise and dated the 30th day of January 1940 it was inter alia declared that the said rent of Rupees Six annas fourteen and gandas five was permanently fixed rent payable in respect of 1.3305 acres of land comprised in Khatian No.780 and 4.8039 acres of land including said C.S.plot No.126 comprised in Khatian No.781 of the said Mouza Satgachi was Niskar Brahmottar land AND WHEREAS by a Bengali Kobala or Deed of Sale bearing date the 4th day of July 1945 executed by Satya Benoy Mullick and Sukumar Mullick therein described in favour of One Jagannath Mullick and registered at the Cossipore Dum Dum Sub Registry Office in Book No.I Volume No.28 Pages 267 to 272 being Deed No.1589 for the year 1945 the said Satya Benoy Mullick and Sukumar Mullick for the consideration therein mentioned, granted transferred and conveyed unto the said Jagannath Mullick their undivided four ganadas two kara share (wrongly stated therein six gandas and three kara share) of and in the said premises, No.88 Jessore Road measuring 4.8039 acres AND WHEREAS by a deed of Release bearing date the 7th day of October 1947 and made between the said Narsingdas Bangur of the One Part and Mugneeram Bangur and Company of the other part and registered at Cossipore Dum Dum Sub Registry Office in Book No.I Volume No.64 Pages 249 to 252 being Deed No.3751 for the year 1947 the said Narsingdas Bangur declared that he had purchased the right title

and ----

and interest of the tenant in the said premises No.88 Jessore Road from the said Sudhir Kumar Kar and Gokul Chandra Das as well as the right title and interest of Basat Dakhal tenants as aforesaid out of the funds belonging to the said Mugneeram Bangur and Company and he released the said premises No.88 Jessore Road unto the said Mugneeram Bangur and Company absolutely freed and discharged from all his right title and interest if any by virtue of purchase as aforesaid AND WHEREAS by a deed of partition bearing date the said 7th day of October 1947 and made between the said Mugneeram Bangur and Company of the one part and the said Jagannath Mullick of the other part and registered at Alipore Sadar SubRegistry Office in Book No.I Volume No.63 Pages 97 to 108 being Deed No.3068 for the year 1947 the said Jagannath Mullick in consideration of the divided and demarcated land measuring five cottas more or less out of the said premises No.88 Jessore Road being allotted to him exclusively in severalty renounced all claim and demands to the remaining portion of the said premises No.88 Jessore Road and granted transferred and conveyed the same in sixteen annas share unto and to the use of the said Mugneeram Bangur and Company to be held and enjoyed by it absolutely and in severalty AND WHEREAS the said Mugneeram Bangur and Company became absolutely seised and possessed of the said premises Nos.88 and 89 Jessore Road in manner aforesaid and with a view to make a colony named the same "Benugopal Kunja" properly developed the same by filling up the same with earth levelling the same and opening out roads and surface drains therein and made a scheme plan and marked therein serially as 1,2,3 etc. for identification AND WHEREAS the said Mugneeram Bangur and Company from time to time sold to several parties several plots of the said Benugopal Kunja AND WHEREAS by an Indenture of conveyance bearing date the 2nd day of December 1948 made between^v Ram Coowar Bangur, Naraindas Bangur, Gobind Lall Bangur, Gokul Chand Bangur and Narsingdas Bangur the sole partners of the said firm Mugneeram Bangur and Company therein described of the one part and the vendor therein described of the other part and registered at Cossipore Dum Dum Sub Registry office ---

Office in Book No.I Volume No.50 Pages 147 to 166 being Deed No.3778 for the year 1948 the said Ram Coowar Bangur, Narindas Bangur, Gobind Lall Bangur, Gokul Chand Bangur and Narsingdas Bangur for the consideration therein mentioned indefeasibly sold granted transferred and conveyed unto the vendor ALL THOSE unsold pieces or parcels of land including the piece or parcel of land hereditaments and premises of the said Benugopal Kunja therein as well as in the schedule hereto fully described and hereby intended to be conveyed AND WHEREAS the vendor hath contracted with the purchaser for the absolute to her of the said piece or parcel of land hereditaments and premises being plot No.63 comprising in parts of C.S.plot No.126 of Mouza Satgachi measuring 4 cottas 2 chittaks and 36 square feet at or for the price of Rs.7,097/8/- (Rupees Seven thousand ninety seven and annas eight) only calculated at the rate of Rs.1,700/-" (Rupees One thousand and seven hundred) only per cotta free from all encumbrances NOW THIS INDENTURE WITNESSETH that in pursuant to the said agreement and in consideration of the said sum of Rs.7,097/8/- (Rupees Seven thousand ninety seven and annas eight) only whereof the sum of Rs.2,597/8/- (Rupees Two thousand five hundred ninety seven and annas eight) only of lawful money of India to the vendor in hand well and truly paid by the purchaser at or before the execution of these presents (the receipt whereof the vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit release and for ever discharge the purchaser) and the payment of the balance sum namely Rs.4,500/- (Rupees Four thousand and five hundred) only being secured by a Security Deed bearing even date with but executed immediately after the execution of these presents by the purchaser in favour of the vendor charging the land hereby conveyed as first charge the vendor doth hereby sell grant transfer and convey unto the said purchaser ALL THAT piece or parcel of land hereditaments and premises in Benugopal Kunja fully described in the schedule hereunder written and delineated in the map or plan annexed hereto and thereon bounded by pink lines OR HOWSOEVER OTHERWISE the said land hereditaments and premises now are or is or heretofore --

heretofore were or was situate butted and bounded known numbered described or distinguished TOGETHER WITH erections fixtures areas sewers drains ways paths passaged water water-courses light liberties easements privileges rights advantages appendages and appurtenances whatsoever to the said land hereditaments and premises belonging anywise appertaining to or with the same or any part thereof held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND all the estate right title interest property use claim and demand whatsoever of the said vendor into and upon the said land hereditaments and premises or any part thereof TO HAVE AND TO HOLD the said land hereditaments and premises together with rights privileges appurtenances thereto as aforesaid unto and to the use of the said purchaser absolutely and forever according to the nature and tenure thereof AND the said vendor doth hereby covenant with the said purchaser that notwithstanding any act deed matter or things whatsoever by the said vendor or executed or knowingly suffered to the contrary the said vendor now hath in itself good right full power and absolute authority to grant transfer and convey the said land hereditaments and premises unto and to the use of the said purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the said vendor or any person or persons lawfully or equitably claiming from under or intrust for it AND that free from all encumbrances whatsoever made or suffered by the said vendor or any person or persons lawfully or equitably claiming as aforesaid AND the said vendor or any person or persons claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the said vendor shall and will from time to time and at all times hereafter at the request and costs of the said purchaser do and execute or cause to be done executed all such acts things whatsoever for further and more perfectly assuring the said land hereditaments and premises

and ---

and every part thereof unto and to the use of the said purchaser in the manner aforesaid as shall or may be reasonably required AND the said vendor doth hereby further covenant with the said purchaser that the vendor shall and will unless prevented by fire or other inevitably accidents from time to time and at all times hereafter at every reasonable requests and costs of the purchaser produce or cause to be produced unto the said purchaser or her agents attorneys or at any trial hearing commission or examination or otherwise as occasion shall require all or any of the deeds relating to the land hereby conveyed which are in the custody of the vendor for manifesting defending and proving the title of the purchaser to the said land hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be or any part thereof AND the said vendor doth hereby also covenant with the said purchaser that the said vendor from time to time and at all times hereafter indemnify and keep the purchaser indemnified against all losses and costs that the purchaser may suffer or incur for any adverse estate charges encumbrances liens debts lispendens attachments agreements or trusts affecting the said land hereditaments and premises or any part thereof or for due performance of the covenant herein.

THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece or parcel of Madhyasattadhikari Chirasthai Brohomottar Niskar or rent free land hereditaments and premises measuring 4 cottas 2 chittaks and 36 square feet corresponding with .068 satak a little more or less situate lying at and being plot No.63 of Benugopal Kunja being part of Old Municipal Premises No.88 Jessore Road but at present No.190A Cal-Jessore Road, within the jurisdiction of South Dum Dum Municipality Thana Dum Dum Sub-Registry Office Cossimbore Dum Dum District 24 Parganas and comprised in Pergana Calcutta Touzi No.3083 Mouza Satgachi J.L.No.20 R.S.No.154 Khatian No.779 with 781 part of Dag No.126, the Zamindar whereof is Krisinga Chandra Nandu Choudhury of Satgachi, P.O.Dum Dum, 24 Parganas.

The said plot No.63 is butted and bounded on the North by plot No.54 on the East by plots Nos.1B and 1A on the South by 20' feet wide road and on the West by plot No.62 all of the said Benugopal Kunja.

IN WITNESS WHEREOF the Common Seal of the Vendor hath hereunto affixed the day month and year first above written.
THE COMMON SEAL OF THE VENDOR
hath hereunto been affixed by:-

Directors in the presence of:-

- 1) Niranjan Rauts -
31, Bussan Rd
Calcutta -
- 2) Dr. Anil Chandra Banerjee.
Dr. units -

For AMALGAMATED DEVELOPMENT LTD.

Isanlin

Director.

For AMALGAMATED DEVELOPMENT LTD.

S. Banerjee
Director.

RECEIVED of and from the Purchaser the sum of Rupees Seven thousand ninety seven and annas eight only being the full consideration money as per memo below :.....

Rs. 7,097- 8-0.

MEMO OF CONSIDERATION.

Received by way of earnest money of 23.1.53 -	Rs. 501-0-0
Received part payment of Consideration on 17.2.53	Rs. 1000-0-0
Received part payment of Consideration on 2.3.53	Rs. 450-0-0
Received part payment of Consideration on 3.3.53	Rs. 646-8-0
Received by way of security deed executed by the purchaser in favour of the vendor of seven date with these presents	Rs. 4500-0-0
	Rs. 7,097-8-0

Rupees Seven thousand ninety seven annas eight only

Niranjan Rauts -

Dr. Anil Chandra Banerjee.

For AMALGAMATED DEVELOPMENT LTD.

Isanlin

Director.

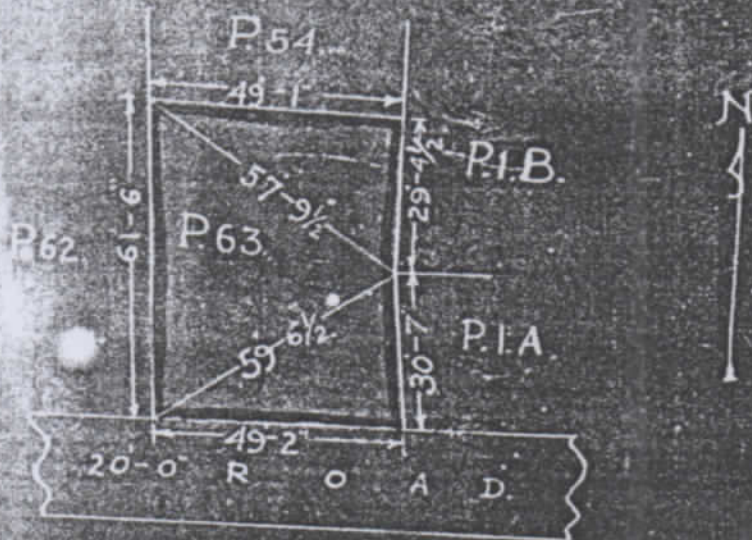
For AMALGAMATED DEVELOPMENT LTD.

S. Banerjee

Director.

N^o 63. OF BENUGOPAL-KUNJA DUM-DUM.
 RT OF DAG N^o 126. OF MOUZA SATGACHHI.
 E. 30'-1

AREA - K - CH - SP²
 4 - 2 - 36



Drawn by K. C. Das



DATED THIS 22 DAY OF March 1953.

FROM

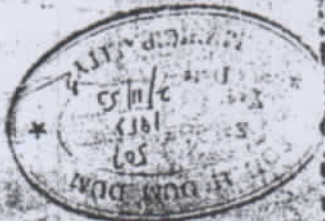
THE AMALGAMATED DEVELOPMENT LIMITED.

TO

SHEEMATI PUSPA RANI DEY.

CONVEYANCE.

Re:- Plot No. 63 of Berugopal Kunda (Dum Dum).



R. Banerjee
Sub Registrar of Land Revenue
Cossipore Dum-Dum

R. Banerjee
Sub Registrar of Land Revenue
Cossipore Dum-Dum
11/4/53



40/-
paid on 25/3/53
102.4.14
28
11/4/53
For the year 1953

ANAR NATH BANERJEE. ADVOCATE.