

S.R.O- Alipore, Book-1, v- 29, p- 135-144, Decal No- 1398, Date- 1947



पश्चिम बंगाल WEST BENGAL

33AA 635030

2432

COST OF FEES

मे... B. Chatterjee	
F (I).....	2.00
F (ii).....	2.00
G (a).....	5.50
G (b).....	7.00
Xerox.....	30.00
Plan.....	4.00
Stamp.....	20.00
CFS.....	10.00
Total.....	76.50

A.D.S.R. Records, Alipore
South 24-Parganas

19/12/47

5.50
2.00
30.00
42.50

8/12/47



15/12/47

1961 in four
 100/- and 500/-
 with of Rs 4/-
 special adhesive
 signed by
 22.4.47
 Superintendent
 Collector
 18 of the S. T. Ad.
 under Rule 31 duly
 (or exempted from or
 the Indian Stamp Act
 No. 23 of 1926
 under the Stamp
 Act of 1923
 es paid as under Rs 64/-
 P. A. Aliy E 2/-
 Registering Officer
 2/13 9.8.47 N 3/-
 27/2 9.8.47 59/-
 9/13 9.8.47
 dated for Register
 24.4.47 P.M. on the day
 1947 at the office of
 Joint Sub-Registrar
 Alipore by J. S. Sen
 Joint or Claimant or attor
 for
 Owner of the land
 to be sold
 Barada Chandra Gupta
 B. Chandra Lal Aliy
 the Joint Sub-Registrar
 24.4.47 of Alipore

This Indenture made this third day of May One thousand nine hundred and forty seven
 Between Manguram Baidya and Sampurnan a registered partnership firm carrying on business
 dealers in landed properties at No. 524 River Road South Police Station Tollymore
 District of Twenty four Parganas hereinafter called the "Vendor" (which term or expression shall
 unless excluded by or repugnant to the context include the partners of said firm
 and their respective heirs, executors, administrators, representatives and assigns) of the One part
 And Sreemati Taruna Sen Gupta wife of S. C. Sen Gupta residing at No. 47
 Ekdaia Road (Tollymore) in the suburbs of the town of Calcutta by East Bridge by
 registration hereinafter called the "Purchaser" (which term or expression shall unless excluded
 page) 2. excluded by or repugnant to the context include her heirs, executors, administrators
 representatives and assigns) of the Other Part Whereas one Sreemati Sukumari Devi wife of Ganga
 Parada Holder of Kalighat was absolutely seized and possessed of or otherwise well and lawfully
 entitled to the lands hereditarily and premises No. 142 Prince Anwar Shah, Tollymore
 a portion whereof is hereby intended to be sold granted transferred and conveyed And Whereas
 at the last settlement records of rights a part of the said premises No. 142
 River Anwar Shah Road was marked as C S Plot Nos 183, 302 and 601
 in Khatian No. 561 of Mauza Anwar Tollymore and was recorded as Rayat Shitaban lands
 held by the said Sreemati Sukumari Devi and paying therefor an annual jama or rent
 of Rupees Thirty Seven and pice three to the Zamindar namely Nabo Kisor
 Mandal and Whereas the said Nabo Kisor Mandal died leaving Saret Chandra Mandal and Panchoan

Plan attached
 here
 135

all circumstances but subject nevertheless to the payment of annual ~~fixed~~ ^{fixed} rent of
Rupees fifty eight and ~~any~~ eight to the ~~landlords~~ ^{landlords} ~~namely~~ ^{namely} ~~Savit Chandra Mondal and~~ ^{Savit Chandra Mondal and}
Mondal sons of the said Nabe Kishor Mondal since ~~deceased~~ ^{deceased} And whereas the said ~~land~~
while seized and possessed of and well and sufficiently entitled as ~~mutasaddi~~ ^{mutasaddi} ~~tenant~~ ^{tenant} of
the said C. S. Plots Nos 302 601 and 133 of Mouza Arakpur appertaining
to the said premises No 142 Prince Anwar Shah Road amalgamated the same with other
adjoining lands belonging to them into one big plot of land developed the same by
opening out roads and surface drains therein and dividing the same into small self contained
plots and for identification thereof marked them with numbers as 1, 2, 3 etc
on the plan made for the purpose And whereas the vendor is now seized and
possessed of and are well and sufficiently entitled to the Plot No 90 formed as
aforesaid out of the said Dag No 302 being a portion of the said premises
No 142 Prince Anwar Shah Road And whereas the said vendor hath contracted with the
said purchaser for the sale to him of the said plot No 90 at the
rate or price of Rupees Two thousand and five hundred per cotta free from all
encumbrances And whereas at the treaty of Sale it has also been agreed by
and between the parties (4th page) 4 parties hereto that one third or thereabout
of the total price calculated at the rate aforesaid will be paid at or before
the execution of these presents and the payment of the balance will be secured in
the manner hereinafter appearing And whereas the price of the said Plot No 90

of 142 Prince Anwar Shah Road measuring five cottas and thirty six square feet at
 the rate aforesaid amount to Rupees Thirteen thousand six hundred and twenty five Now this
 Indenture witnesseth that in pursuance of the said agreement and in consideration of the said
 sum of Rupees Thirteen thousand six hundred and twenty five whereof the sum of Rupees
 Four thousand six hundred and twenty five of lawful money of British India to the
 said Vendor well and truly paid by the said purchaser on or before the execution
 of these presents (the receipt whereof the said Vendor doth hereby admit and acknowledge) and
 the payment of the balance namely the sum of Rupees Eight thousand being secured under
 a Security Decree of even date with these presents and executed by the purchaser in
 favour of the Vendor immediately after the execution of these presents and creating first charge
 upon the said Plot No 90 of 142 Prince Anwar Shah Road the said Vendor
 doth hereby sell grant transfer convey and assign unto the said purchaser All that the
 said piece or parcel of Mawashi Mokori land hereditaments and premises being the said
 plot No 90 formed out of the said premises No 142 Prince Anwar Shah Road
 and more fully described in the Schedule hereunder written OR Howsoever otherwise the said land
 hereditaments and premises now are or is or heretofore were or was situate built
 bounded called known measured described and distinguished together with all fixtures and benefits
 and advantage of ancient or other rights ways paths passages drain water water courses and
 all manner of favour and other rights liberties easements privileges (see page 139) and
 appendages and appurtenances whatsoever to the said land hereditaments and premises of any

1398
 1947

Appony...

part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appertaining thereto and the reversion and remainders remainder and the rents issues and profits thereof and of every part thereof and all the estate right title interest use and property claim and demand whatsoever both at law and in equity of the said vendor into and upon the said land hereditaments and premises or any part thereof And also together with the full liberty to the said purchaser and his successors or successors in title to pass and re-pass with or without vehicle and in procession over and along the new twenty feet and twenty five feet wide roads situate respectively on the West and North of the said Plot No 90 and to use the surface drain to be made along the same by the vendor at its own cost To Have And to Hold the said land hereditaments and premises hereby granted sold conveyed and transferred or expressed and intended so to be together with the right members and appurtenances unto and to the use of the said purchaser absolutely and for ever according to the nature and tenor thereof and the said Vendor covenants with the said purchaser that notwithstanding any act deed or thing whatsoever by the said Vendor done or executed or knowingly suffered to the contrary the said vendor now hath good right full power absolute authority and indefeasible title to grant sell convey and transfer the land hereditaments and premises hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the said purchaser in manner



...of

ACT

1398
1947

afforded and that the said purchaser shall and may at all times hereafter peacefully and
quietly possess and enjoy the said land hereditament and premises with receive the rents
issues and profits thereof (6th page) & thereof without any lawful action interruption claim and
demand whatsoever from or by the said vendor or any person or persons lawfully
equitably claiming from within or in trust for them and their heirs and assigns and
freely and clearly and absolutely acquitted exonerated in otherwise by and at the costs
and expenses of the said vendor well and sufficiently indemnified of from and against
all and all manner of claims charges liens debts attachments and encumbrances whatsoever
made or suffered by the said vendor or any person or persons lawfully or equitably
claiming as aforesaid and further that the said vendor and all persons living or lawfully
or equitably claiming any estate or interest whatsoever in the said land hereditament and premises
or any part thereof from within or in trust for them 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 or executed all such acts
deeds and things whatsoever for further better and more perfectly securing the said land
hereditament and premises unto the purchaser in manner aforesaid as shall or may be reasonably
required And the said vendor do hereby further covenant with the said purchaser that
the said vendor shall maintain the said new twenty and twenty five feet wide road
on the West and North of the said Plot No 90 together with the public
drain to be made along the same as aforesaid in proper state or repair

The same are taken over by Jollygung Municipality and shall also arrange for
 up the said roads. And the said vendor do hereby further covenant with the said
 purchaser that the said vendor should at all times hereafter at the reasonable request of
 costs of the said purchaser produce or cause to be produced to the purchaser
 his attorney or agent or at any trial hearing commission examination or otherwise
 occasion shall arise all or any of the documents of title relating (7th page) 7
 relating to the said premises No 142 Pitha Anwar Shah Road as mentioned in Schedule
 hereunder written and shall at the like request and costs of the said purchaser furnish
 him or her agent or attorney with the attested copies of or extracts from the
 said documents of title or any one of them and shall in the meantime keep
 the same safe whole uncancelled and unobliterated free from fire or any other insurable
 accident being excepted. And the said vendor do hereby further covenant with the said purchaser
 that the said purchaser will not have to pay any rent to the superior landlord
 in respect of the land hereby sold and the said vendor will go on regularly
 paying the entire amount of jama or rent to which the said plot No 90
 hereby sold is liable. And the said vendor shall from time to time and at all
 times hereafter indemnify and keep the purchaser indemnified against all losses or expenses
 which the vendor may suffer or incur for non-payment or irregular payment of rent
 as aforesaid. The Schedule A above referred to. All that piece or parcel of Mouza
 Mohra land hereditarily and possessors situate within the limits of Jollygung Municipality and

