

the Brad Te rey Act.

Terrancy

Act on y st. ed ( 139)

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141.507

THIS INDENTURE made this 3 day of Hogus One thousand nine hundred and sixty four BETWEEN THE AMALGAMATED DEVELOPMENT LIMITED a Joint Stock Company with limited --- liability incorporated under the Indian Companies Act, 1913 and having its registered Office at No.14, Netaji Subhas Road in the town of Calcutta hereinafter called the "VENDOR"

(which

4293 Arf. Baunje 39766 regoration Lannya a Chit lyn pomer by the above naganated Dreligon 200 Station and by M Gentleero, Dum Danil Kanayalalahillangia Lenk feer Cay The AMEDWILL 372 y Ranghana Palit Kanagalal Chillangs , Aguil for Awalgamation Sunlymentra Sul ceces Sailandra North Patil



9

( which expression shall unless excluded by or repugnant to the context include its successor or successors in interest and assigns ) of the One Part AND SRI PANKAJ KANTI -- CHAKRABORTY, SRI PARIMAL KANTI CHAKRABORTY and SRI PIJUSH KANTI CHAKRABORTY, all sons of Sri Purna Chandra Chakraborty



3.

residing at No. 43, Indrani Park, P. S. Tollygunge, Calcutta
-33 by caste Hindu by occupation Secret Hereinafter called
the "PURCHASERS" (which expression shall unless excluded
by or repugnant to the context include their heirs executors

administrators ...



4.

administrators representatives and assigns ) of the Other
Part WHEREAS by a Conveyance dated 7th June 1946 registered
at Cossipore Dum Dum Sub-Registration Office in Book No. I
Volume No.26 Pages 178 to 183 Being No. 1547 for the year
1946 ...



5.

1946 Patilal Mondal for the consideration therein mentioned sold and conveyed to Mugneeram Bangur and Company among

others ...



others ALL THAT piece or parcel of land being undivided one-half share in c.s. Plot No.1308 of Mouza Krishnapore

AND WHEREAS ...

AND WHEREAS by a Conveyance dated 14th June, 1946 registered at the said Sub-Registration Office in Book No. I Volume No.30 Pages 12 to 17 Being No.1622 for the year 1946 Babulal Mondal for the consideration therein mentioned sold and conveyed to the said Mugneeram Bangur and Company among others ALL THAT a further undivided one-half share in the said c.s. Plot No.1308 of Mouza Krishnapore AND WHEREAS by a Conveyance dated 5th. July, 1946 registered at the said Sub-Registration Office in Book No. I Volume No.32 Pages 63 to 68 Being No.1877 for the year 1946 Kangali Charan Mondal for the consideration therein mentioned sold and conveyed to the said Mugneeram Bangur and Company among others ALL THAT piece or parcel of land being c.s. Plot No.1309 of the said Mouza Krishnapore AND WHEREAS by a Patta dated 9th July, 1946 registered at the Said Sub -Registration Office in Book No. I Volume No.33 Pages 179 to 188 Being No.1940 for the year 1946 Kedar Nath Nandi Chowdhury and others for the consideration therein mentioned granted and demised by way of Mourashi Mokorari tenure to the said Mugneeran Bangur and Company among others ALL THAT the said c.s. Plot Nos.1308 and 1309 of Mouza Krishnapore AND WHEREAS by a Conveyance dated 19th August, 1949 registered at the said Sub -Registration Office in Book No. I Volume No.54 Pages 1 to 52 Being No.3423 for the year 1949 Ram Coowar Bangur Naraindas Bangur Gobindlal Bangur Gokul Chand Bangur and Narsingdas Bangur the sole partners of the said firm of Mugneeram Bangur and Company for the consideration therein mentioned indefeasibly sold granted transferred and conveyed to the Vendor among others ALI. THOSE pieces or parcels of land being the said c.s. Plot Nos.1308 and 1309 of Mouza Krishnapore AND WHEREAS the Vendor with a view to build up a residential colony developed the lands acquired by it as aforesaid including the said c.s. Plot Nos.1308 and 1309 of Mouza Krishnapur and other adjacent lands by levelling the same and hath constructed ...

constructed or proposes to construct roads therein according to a Scheme Plan and hath constructed or proposes to construct pucca surface drains alongside the said roads and hath divided the lands abutting the said roads into small building sites or plots numbered serially as 1, 2, 3 etc. for identification and hath named the colony as " Bangur Avenue " AND WHEREAS the Vendor is now absolutely seised and possessed of and otherwise well and sx sufficiently entitled to the Plot No.53 of Block 'D' in Bangur Avenue comprised in parts of the said c.s. Plot Nos.1308 and 1309 of Mouza Krishnapore AND WHEREAS the Vendor has agreed to sell and the Purchasers have agreed to purchase free from all encumbrances the said Plot No.53 of Block 'D' in Bangur Avenue measuring 3 cottas 12 chittaks and 21 square feet (three cottas twelve chittaks and twenty one square feet) be a little more or less hereinafter referred to as the 'said land' at or for the price of Rs.22,486=64 P. (Rupees Twenty two thousand four hundred eighty six and paise sixty four only) calculated at the rate of Rs.5,950/- (Rupees Five thousand nine hundred and fifty only) per cotta NOW THIS INDENTURE WITNESSETH that pursuant to the aforesaid agreement and in consideration of the said sum of Rs. 22,486=64 h. (Rupees Twenty two thousand four hundred eighty six and paise sixty four only) of lawful money of India in hand well and truly paid to the Vendor by the Purchasers on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder admit and acknowledge and of from the same and every part thereof hereby acquit release and forever discharge the Purchasers as well as the said land) the Vendor doth hereby convey transfer and sell unto and to the use of the said Purchasers ALL THAT the said piece or parcel of land hereditaments and premises being Plot No .53 of Block 'D' in Bangur Avenue more fully described in the Schedule "A" 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 is are or was

or were situate butted bounded called known numbered described or distinguished TOGETHER WITH all areas sewers drains ways paths passages common fences shrubs walls water water-courses lights rights liberties easements privileges and appurtenances whatsoever to the said land hereditaments and premises belonging or anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto and all the easements thereon and the reversion remainder and remainders and yearly monthly and other rent issues and profits thereof and together with the documents of title exclusively relating to the said land hereditaments and premises being Plot No.53 of Block 'D' in Bangur Avenue AND all the estate right title interest claim and demand whatsoever of the Vendor into and upon the said land hereditaments and premises or any part thereof AND also together with the right to the said Purchasers their successors or successor in interest to pass and repass with or without vehicles over and along the 20' (twenty) feet wide road on the South of the said land and/or any other roads of the said Colony TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted transferred and conveyed assigned and assured or expressed or intended so to be unto and to the use of the said Purchasers AND the Vendor doth hereby covenant with the said Purchasers that notwithstanding any act deed matter or thing by the said Vendor done and executed or knowingly suffered to the contrary the said Vendor now hath indefeasible . and absolute title as and for an estate of inheritance in fee simple in possession or an estate equivalent thereto to the said land hereditaments and premises hereby granted transferred conveyed assigned and assured or expressed or intended so to be and that the said Vendor hath good right full power and absolute authority to grant transfer convey assign and assure the same in the manner aforesaid AND the Purchasers shall and may at all times hereafter peaceably and quietly enter upon and enjoy and

possess the said land hereditements and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the said Vendor and its assigns or any person or persons lawfully or equitably claiming from under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged the said land and otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all manner of claims charges liens debts attachments and encumbrances made or suffered by the Vendor and all person or persons lawfully or equitably claiming from under or in trust for the Vendor AND FURTHER that the said Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof from 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 said Purchasers do and execute all such acts deeds matters and things whatsoever for further and more perfectly assuring the said land hereditaments and premises unto and to the use of the said Purchasers as shall or may be reasonably required AND that the said Vendor doth hereby covenant with the said Purchasers their heirs and assigns that the Vendor shall on like requests and costs as aforesaid produce or cause to be produced to them or their agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings relating to the said land hereditaments and premises fully described inthe Schedule "B" hereunder written which are or shall hereafter may be in the custody of the Vendor for the purpose of showing title to the same or any part thereof AND also at the like requests and costs deliver or cause to be delivered unto the said Purchasers their heirs and assigns such attested or other copies or extracts from the said deeds and writings or

any of them as they or their assigns may require and will in the meantime unless prevented by fire or accidents keept the said deeds and writings or any of them unobliterated and uncancelled.

## THE SCHEDULE "A" above referred to :

ALL THAT piece or parcel of Mourashi Mokorari land hereditaments and premises measuring three cottas twelve chittaks and twentyone square feet corresponding with (.065) zero six five satak a little more or less situate lying at and being Plot No.53 of Block 'D' in Bangur Avenue within the jurisdiction of South Dum Dum Municipality Thana Dum Dum Sub-Registration Office Cossipore Dum Dum in the District of 24-Parganas and according to Settlement records of rights finally published in 1931 the said Plot No.53 is comprised in Pergana Calcutta Mouga Krishnapore (at present Shyamnagar) J. L. No.17 R. S. No.180 Touzi Nos.228 and 229 of 24 - Parganas Collectorate Khatian No.88 Part of c.s. Plot No.1308 and 1309 appertaining to a fixed total annual Jama of Rs.156/12/6 P payable to the Collector, 24-Parganas. The proportionate rent for the area sold is Rs.0.97 P. (Ninety seven Paise only) payable by the Purchasers to the said Collector.

The said Plot No.53 is butted and bounded on the South by 20' (twenty) feet wide road on the East by Plot No.52/3 on the North partly by Plot No.1/2 and 1/3 and on the West by Plot No. 54 all of the said Bangur Avenue, Block 'D'.

## THE SCHEDULE "B" above referred to :

- Conveyance dated 14.6.1946 from Babulal Mondal to Mungneeram Bangur and Company registered at Cossipore Dum Dum Sub -Registration Office in Book No.I Volume No.30 Pages 12 to 17 Being No.1622 for the year 1946.
- Conveyance dated 7.6.1946 from Patilal Mondal to Mugneeram Bangur and Company registered at Cossipore Dum Dum Sub -Registration Office in Book No.I Volume No.26 Pages 178 to 183 Being No.1547 for the year 1946.
- Conveyance dated 5.7.1946 from Mangalai Ch. Mondal to Mugneeram Bangur and Company registered at Cossipore Dum Dum Sub-Registration Office in Book No.I Volume No.32 Pages 63 to 68 Being No.1877 for the year 1946.

- 4. Patta dated 9.7.1946 from Kedar Nath Nandi Chowdhury and Orsto Mugneeram Bangur and Company registered at Cossipore Dum Dum Sub-Registration Office in Book No.I Volume No.33 Pages 179 to 188 Being No.1940 for the year 1946.
  - 5. Conveyance dated 19.8.1949 from Mugneeram Bangur and Company to Vendor registered at Cossipore Dum Dum Sub-Registration Office in Book No. I Volume No.54 Pages 1 to 52 Being No.3423 for the year 1949.
- 6. Relevant District Settlement Khatians and Plan of Mouza Krishnapore.
- 7. Development Scheme Plan of Bangur Avenue, Block 'D'.

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 :-

a) she N. D. Daugur

(2) 8hre B. D. Bauger

Directors in the presence of :-

FOR AMALGAMATED DEVELOPMENT LTD. user

Director.

Gabinganeth discisoball - For AMALBAMATED DE

By amount received at or before the Execution of these presents being as follows:

By Syana received by cheque No 34 144104- 8 3001.00 Reine on state Bank of Judia of 16.6.64

By full consideration money received by Cheque - 90 19485. 64 P NO. BA 144113 on Hate Bank of Judia of 30.7.64 22,486 .64 Paise

Rupers Twenty two thousand and four hundred

Ralainds work-choceroby -37/4 Ruso and 8all col 33 5 allen de a Noth Palit FOR AMALGAMATED DEVELOPMENT LTD.

Director.

FOR AMALBAMATED DEVELOP

OT "NO. 5.3. OF BLOCK D"INBANGURAVENUE PATIPUKUR DUM DUM PART OF DAG NO. 1308, 1309, OF MOUZA KRISHNAPUR. 9CALE:-30'=1" AREA IN DAG No. 1308 --TOTAL AREA:-12 -P.1/2. P.1/3. <-35 - ŏ-× PART OF DAG NO TBOB P.53 P.52/3 P54. PART OF DA & NO. 1309 20-0 WIDE ROLD Drawn by: LIMITED SEMMETANA

Driot No. 53 of Block in

in Bangur Avenue.

MANUSCREEK SE