

INDIA NON JUDICIAL

4000रु.

R५ 5000

सत्यमेव जयते

पाँच हजार रुपये FIVE THOUSAND RUPEES

23 + 55  
 and also under Treasury 23 (1) of the  
 California Insurance Act, 1941  
 August 1941 bond with the Treasury Act  
 August 1941 bond with the Treasury Act  
 Paid in 1941

A 869-  
E 955-  
2225  
224

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THIS 960- IDENT

$$\begin{array}{r} 8610- \\ 1600- \\ \hline 10210- \end{array}$$

*Handwritten:*

8610  
1600  

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10210

21.50  
7.28  

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14.22

✓

**RECEIVED BY THE**  
**LIBRARY OF CONGRESS**  
**WASHINGTON, D.C.**

19-12-89

19-12-89

THIS INDENTURE is made this the 19<sup>th</sup> day of December

Now

1989, BETWEEN (1) SRI DWIPENDRA NATH MOITRA AND (2) SRI SOUMENDRA NATH MOITRA both sons of Sri Dhirendra Nath Moitra both by religion Hindu both by occupation service residing at Calcutta Improvement Trust Building, Rajendra Mallick Street, Calcutta- 7, hereinafter called the VENDORS (which term or expression unless excluded by or repugnant to the context shall mean and include their respective heirs

contd. 2 --

A869  
E 7  
9 5  
no. 25  
m. 4  
960

Sale + Agri  
80000

$$\begin{array}{r} 79 \\ 79 \\ \hline 869 \end{array}$$

8/12/50 con



12469  
 P. K. Mukherjee (Adv)  
 Alipur Judge Court  
 Cal-27  
 18/12/89

5

Produced by respondent

530 1942 x 5000 = 10.000  
 2000  
 1000



50.210

Noupama Meitoc

@1077



Constituted ally for  
 one parda Nath Machin  
 Soumendra Nath Meitoc  
 ally has

Noupama Meitoc

cy D-10 P. IT-BW  
 Qandora mullick  
 Sr

As constituted attorney  
 of Sr Soumendra Nath Machin  
 and  
 Sr Soumendra Nath Machin

Birunda Nath Tandy  
 Sp hall one parda Tandy  
 G. Dna huda Samu

Birunda Nath Tandy  
 Sp hall one parda Nath Tandy  
 G. Arabinda Sami  
 me parda  
 Bomedkpa  
 Mtd. Govt. Officer

18

Calcutta, Calcutta





- 2 -

executors administrators, legal representatives, successors-in-interest and assigns) of the ONE PART : AND M/s. H. RISE PROPERTIES & CONSTRUCTIONS (P) LTD. having the registered office at No. 13, Camac Street, Calcutta- 700 017, hereinafter called the PURCHASER (which term or expression unless excluded by or repugnant to the context shall mean and include heirs, executors, administrators, legal representatives successors-in-interest and assigns) of the OTHER PART

WHEREAS the property being 8 cottahs  $3\frac{1}{2}$  chittaks of Sali land having raiyati sthitiban satta situated and lying at District 24-Parganas (South), Sub-Registry Office-Alipore, P.S. Old Sadar Tollygunge, then Jadavpur now Kasba, Pargana Khaspur, Touji No.12, 13, and 10, J.L. No. 19, Mouja Garfa old Khatian No. 646, present Khatian No. 712, Dag Nos. 1782 and 1783, along with other lands belonged to one Nababjar Payada and on his demise his 3 sons Md. Yakub, Md. Islam



12469  
 P. K. Mulhargjee (Adv)  
 Alipar Judge Court  
 Sat 27.  
 18/12/89

2 x 5000/- = 10.000/-  
 200/-  
 10/-  
 10.210/-



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- 3 -

and Md. Isaik and his only widow Musstt. Maleka Bibi inherited the above property along with other properties left by him according to their shares and the said sons and the widow of deceased Nababjan Payeda were enjoying and occupying the said property in khas on payment of annual rent to the State of West Bengal after recording their names ;

AND WHEREAS there-after they jointly for their necessity sold more or less 47 decimals of sali and danga land to Bhudhar Kumar Mondal by virtue of a registered deed of Sale dated 29. 1. 1958. ;

AND WHEREAS after purchase said Bhudhan Kumar Mondal by recording his name in the Sherista of the West Bnegal Government on payment of rents was enjoying and occupying the said property in favour khas. ;

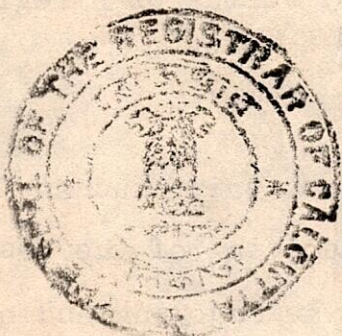


12469  
 P. K. Mukherjee (Adv)  
 Alipour Indlg. Court  
 Oct-27  
 Subin Collectorate,  
 Saurashtra.  
 18/12/89

$2 \times 5000/2 = 10,000/2$   
 $200/2$   
 $10/2$   


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 $10,210/2$



OFFICE OF THE  
 REGISTRAR OF COMPANIES  
 CALCUTTA, INDIA





- 4 -

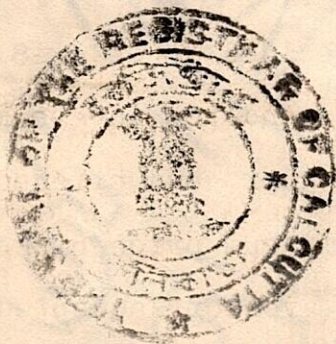
AND WHEREAS for his necessity he sold the above property in favour of Dipendra Nath Moitra and Soumendra Nath Moitra the present vendors, by virtue of a registered deed of sale dated 14. 7. 1958 and the said deed of sale was registered in the Sadar Sub- Registry Office at Alipore and was recorded there in its Book -I, Volume No. 104, at pages 254 to 257, as being No. 6421 for the year 1958 and since purchase both the vendors are enjoying and occupying the said property in khas on payment of rents and taxes and the above property has been recently taken over by the Calcutta Municipal Corporation and the vendors on payment of rents and taxes are in rightful occupation and enjoyment of the said property as joint owners and they for their necessity decided to sell 8 cottahs of sali land out of their said property and coming to know the same the Purchaser approached the vendors and offered to purchase the said property at or for the lump sum price of Rs.80,000/-(Rupees Eighty thousand only). and the vendors accepted the said offer of the purchaser being fair and reasonable and highest of the market agreed to sell the said property in favour of the Purchaser at the said price.

contd.5 --



12469  
 P. K. Mukherjee (Adv)  
 Dibrugar Judge Court  
 Calcutta  
 18/12/89

$$2 \times 5000/- = \begin{array}{r} 10,000/- \\ 200/- \\ 10/- \\ \hline 10,210/- \end{array}$$



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NOW THIS INSTRUMENT WITNESSETH THAT in pursuance of the said agreement and in consideration of the said sum of Rs. 80,000 (Rupees Eighty thousand only) being the full price of the said land and premises containing an area of 8 cottahs (the receipt whereof the vendors do hereby admit and acknowledge and of said from the same and every part thereof do hereby acquit release and for ever exonerate the Purchaser and the said land hereby conveyed) the Vendors do hereby grant, transfer, convey, assign and assure unto and to the Purchaser absolutely and for ever free from all encumbrances and in a vacant condition ALL THAT land measuring 8 cottahs be the same a little more or less situated and lying at District 24-Parganas (South), Sub-Registry Office Alipore, P.S. Old Sadar Tollygunge then Jadavpur now Kasba, Pargana Khaspur, Touji No. 12, 13, and 10, J. L. No. 19, Mouja Garfa, Khatian No. 646 present Khatian No. 712 Dag Nos. 1782 and 1783, within the area of the Calcutta Municipal Corporation more particularly described in the schedule hereunder written and shown the map or plan annexed hereto by Red borders OR HOW OTHERWISE the said lands, hereditaments, and premises or any part thereof now are, or is or heretofore were/was situated, tenanted, bounded, called, known, numbered described or distinguished together with free and unrestricted liberty and common passages and also to have all rights of easements





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163

- 6 -

for passages , for drains, water taps pipes for filtered  
and unfiltered water connection, electric coils and cables,







telephones and gas and all other usual rights to enter upon under and along the said said passage and/or any other roads and the right of obtaining water connection from the water mains of the Municipality and Electric Company and all the benefit of electric light and connections through the said passage and all other benefits and amenities provided and/or as may be provided in future and the paths, passages, sewers, drains, drains water, water-courses, light and all manner of rights, liberties, privileges, easements and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND ALL the estates, right, title, interest, claims or demands whatsoever both at law or in equity of the Vendors unto and upon the said land hereditaments and premises or any part thereof TOGETHER WITH all deeds, pattas, muniments of title whatsoever in anywise relating to or concerning the said lands, hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or control of the vendor or any other person or persons from whom they may procure the same without any action in law or in equity AND ALL rights and advantages of the Vendor by and under the covenant for production of the relevant title deeds relating to this piece of

contd. 7 --





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184  
- 7 -

land and TO HAVE AND TO HOLD the said lands, hereditaments,  
and premises hereby granted, conveyed, transferred and







assured expressed so to be including the right of way etc.  
as stated above unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances and in a vacant condition AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendor or any of predecessor in title done or knowingly suffered to the contrary the Vendor has good right, full power and absolute authority to grant, convey, transfer and assure the said land, hereditaments, and premises hereby granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter and peaceably 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 from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust from them or under any of their successors or predecessors in title and with and sufficiently against all and all manner of former estate, title, liens, equipments, dispendens, attachments and that free from all encumbrances whatsoever made or suffered by the Vendor or any of their successors and predecessors in title or any person or persons lawfully or equitably claiming as aforesaid ;

contd. 8 --





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1915 JUL 14  
Calcutta, Calcutta



165

- 8 -

AND WHEREAS the vendor covenants to save harmless  
and keep indemnified the Purchaser from or against all







that the vendor and all persons having or equitably claiming any estate or interest in the said land, hereditament and premises or any part thereof from under or in trust for the Vendor or from or under any of their successors or predecessors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land, hereditament, premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required AND the Vendor shall and will at all times and from time to time hereafter at every reasonable request and at the costs of the Purchaser or any other person or persons whom the Purchaser may authorise to produce or cause to be produced at any offices, courts or commission for examination of witnesses or otherwise as occasion may require all or any of their documents of title papers and writings relating to the property hereby granted and conveyed more particularly described in the Schedule below in satisfaction or support of title of the Purchaser of to and in the said lands, hereditaments, structures and premises hereby conveyed and transferred expressed or intended so to be or any part thereof and also at the like request and costs of the Purchaser deliver or cause to be delivered unto the Purchaser such attested or other copies or abstracts of and from the





THE  
GOVERNMENT OF INDIA  
SECRETARY TO THE GOVERNMENT



said records and writings or any of them in their possession  
or power as the Purchaser may requires and shall and will  
in the mean time may require prevented by fire or from other  
inevitable accident and that the said deeds and writings







undeteriorated and onob. rated ;

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT more or less 8 cottahs  $3\frac{1}{2}$  chittaks of sali  
land having raiyati sthitiban satta situated and lying at  
District 24-Parganas (south) Sub-registr office Alipore,  
P.S. old Sadar Tollygunge then Jada, now kasba, Pargana  
Khaspur, Touji No. 12, 13 and 10, J.L. No. 19, Mouja Garfa, *Part of*  
*band* Dag Nos. 1782, and 1783 under present Khatian No. 712 within the  
area of the Calcutta Municipal Corporation, ~~butted and bounded~~ :

All sorts of rights of wages and easements as well as all  
sorts of user of the 10' wide passage on the butted  
and bounded on the

North - Ajit Poddar,

On the South - Kalikapur Road,

On the East - Uthan Pada Sardar.

On the West - Sakur Samyal & Subhamoy Goswami. *116/10*  
*common passage.*

IN WITNESS WHEREOF the vendors hereto set and subscribed  
their respective hand the day, month and year first above written

Witnesses :

- 1) *Biran De Nath Tripathi*  
*G. Arabin Dasgupta*  
*N.C. Dasgupta*  
*Banarapur*
- 2) *Mentha Mukherjee*  
*1/1 Lempke Lempke*  
*encl-37*

*Nourpama Mehta*

v e n d o r s .

*As constituted attorney*  
*of Sri Dipendra Nath Mehta*  
*and*  
*Sri Soumendranath Mehta*