



*Hydrant's Works*  
*(K.B. Salami)*  
*(Old Mall Road)*

MEMORANDUM OF AGREEMENT made this 8<sup>th</sup> day of November One thousand nine hundred and fifty-seven BETWEEN THE ADMINISTRATOR GENERAL OF WEST BENGAL of No.1, Hastings Street, Calcutta Administrator to the Estate of J. A. Cantopher deceased (hereinafter called "the Vendor" which expression shall include his successor or successors in office) of the one part and JESSOP AND COMPANY LIMITED a Company registered under the Indian Companies Act and having its registered office at No.63, Netaji Subhas Road, Calcutta-1 (hereinafter called "the Purchaser" which expression shall unless excluded by and repugnant to the context include its successors and assigns) of the other part WHEREAS the Vendor is seised and possessed of or otherwise well and sufficiently entitled to free from all encumbrances ALL THAT property and premises containing an area of 4 Bighas 12 Cottahs and 7 Chittacks be the same a little more or less situate and known as No.11 (formerly No.8) Mall Road, Dum Dum more particularly described in the Schedule hereto (hereinafter referred to as the said premises) AND WHEREAS the Vendor has

agreed

No 21083  
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one only  
John A. Fisher  
John A. Fisher

agreed to sell and the Purchaser has agreed to purchase the said premises at the price and the conditions following NOW IT IS HEREBY AGREED as follows :-

1. The Vendor shall sell and the Purchaser shall purchase the said premises at and for the price of Rupees sixty thousand out of which a sum of Rupees fifteen thousand has this day been paid by way of earnest money and towards the part payment of the purchase price by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby acknowledge).

2. The Vendor shall make out a good and marketable title to the said premises free from all encumbrances. If there are any encumbrances or claims on or against the said premises or any part thereof the Vendor shall clear the same at his own cost and expenses.

3. The Vendor shall deliver to the Purchaser's Solicitors Messrs. Orr, Dignam & Co., on their accountable receipt all the title deeds and papers relating to the said premises as are in the Vendor's possession for investigation of his title within seven days from execution of these presents.

4. The title to the premises shall commence with the certificate of sale granted on the eighteenth day of April One thousand nine hundred by the Second Subordinate Judge, 24-Parganas, in favour of Ramlal Dey who purchased the property in the auction sale in execution of the decree in Mortgage Suit No.98 of 1899 (Devi Prosad -vs- Raghunandan Saha) and the said document shall for all purposes be deemed and considered sufficient and accepted as a good root of title in respect of the premises and the Purchaser shall not require the production of any earlier title deeds or call for any proof or evidence whatsoever of the earlier title or make any objection or requisition whatsoever with reference thereto, notwithstanding the same is recited covenanted to be produced or otherwise noticed or mentioned in any deed or document or not or whether the same is in the possession of the Vendor or not.



5. Such of the deeds and muniments of title in the possession of the Vendor as relate exclusively to the premises will be delivered by him to the Purchaser on completion of the purchase. The Vendor shall retain and shall not make over to the Purchaser and the Purchaser shall not be entitled to receive such deeds and documents as do not exclusively relate to the premises but relate to other properties also and all costs of and incidental to the making of any attested or other copies or abstracts of or extracts from any such deeds or documents shall be borne and paid by the Purchaser.

6. The Purchaser shall not be entitled to require the Vendor to account for any discrepancy between the present number, measurement, area and boundaries of the premises and those given in the title deeds or any of them. The Purchaser shall satisfy himself on all such matters affecting the property prior to the completion of the sale. But the Purchaser shall be entitled to make requisition with regard to the number and the boundaries of the premises.

7. The Purchaser shall not be entitled to raise or insist on any objection to or any requisition on the title which the Vendor is unable to comply with and in case any such objection is raised the Vendor shall be at liberty at any time (notwithstanding any intermediate negotiation or litigation in connection therewith) by notice in writing to be given to the Purchaser or his Attorney to rescind the sale in which case the Purchaser shall get back the amount of this deposit but without any interest, costs of investigation of title or otherwise or other compensation or payment whatsoever. The Purchaser may, however, within seven days from the date of such rescission withdraw the objection or requisition in question in which case the notice to rescind shall also be deemed to be withdrawn.

8. All costs and charges of and incidental to the production of or the procuring or making of all certified attested or other

copies



copies of or extracts of or from any deed, document, register of deeds, will or other documents, whether in the possession or power of the Vendor or not, which may be required by the Purchaser for the verification of the title or for any other purposes and all searches and journeys for the above purposes shall be borne and paid by the Purchaser.

9. The Vendor shall not be required to enter into any covenant for title or otherwise other than the usual covenant that he himself has not done any act to encumber the property and shall at the request of the Purchaser join any other person in the sale or as a party to the conveyance as may be considered necessary for the perfection of the transfer and the legal title of the Property to the Purchaser and the Purchaser shall bear all necessary expenses for stamp and registration for such purpose. The Vendor shall also enter into the usual covenant for production of Title Deeds which relates to the property at the request and upon payments of necessary charges by the Purchaser.

10. The Vendor shall answer all requisitions on the title that may be made to him by the Purchaser's Solicitors. Such requisitions on title shall be sent by the Purchasers Solicitors to the Vendor's Solicitor within thirty days from the receipt of the title deeds by the Purchaser's Solicitors and the answers to such requisitions shall be given by the Vendor's Solicitor within a fortnight from receipt thereof.

11. Upon the Vendor's title to the said premises being found a good and marketable one the Purchaser shall complete the purchase within six weeks from the date of the receipt of the answers to the Requisitions on Title by the Vendor's Solicitor. and in this respect time shall be deemed to be the essence of the contract and within such time the Purchaser shall produce to the Vendor a proper Conveyance of the property for execution and registration and shall

pay





pay to the Vendor at the time of the execution of the Conveyance the balance of the said purchase price.

12. If after the title being approved by the Purchaser the Vendor fails or neglects to complete the transaction the Purchaser shall be at liberty to rescind this Agreement and to ask for the refund of the earnest money of Rupees Fifteen thousand and may sue for damage or damages or may in its discretion file a suit against the Vendor for specific performance of the contract in a court of competent jurisdiction.

13. If or the Vendor fails to make out a marketable title to the said premises or any part thereof the Purchaser shall be at liberty to decline to purchase the said premises and thereupon this Agreement shall determine and the Vendor shall forthwith refund to the Purchaser the said earnest money of Rupees fifteen thousand and pay to the Purchaser the sum of Rupees One hundred and fifty being the settled costs of and incidental to these presents and of the investigation of title.

14. The Vendor shall simultaneously with the execution of the Conveyance deliver to the Purchaser the vacant possession of the said premises.

15. The Vendor shall pay all rates taxes and other outgoings in respect of the said premises up to the execution of the Conveyance and subsequent to that the Purchaser shall pay the said rates taxes and other outgoings.

16. The said premises shall be at the risk of the Vendor until such time as the Conveyance in favour of the Purchaser is executed and possession of the said premises is given to the Purchaser.

17. If the said premises or any part thereof be requisitioned by Government or any other authority at any time before the execution of the Conveyance or if any proceedings for the acquisition of the

said



said premises or any part thereof under the Land Acquisition Act 1894 or under any legislation either Central or State are or be started before the execution of the Conveyance or if any notice for requisition or acquisition is or be received by the Vendor before the execution of the Conveyance the Purchaser shall be at liberty to rescind this Agreement and the Vendor shall forthwith refund the said earnest money of Rupees fifteen thousand only without any interest.

18. If the Purchaser fails to complete the purchase within the time prescribed under Clause 11 hereof on the Vendor's making out a marketable title to the said premises the Vendor shall be entitled to rescind this Agreement and to forfeit the earnest money of Rupees fifteen thousand or at his option to enforce specifically the foregoing agreement for sale.

THE SCHEDULE above referred to.-

ALL THAT piece or parcel of rent free land containing by estimation 4 Bighas 12 Cottahs and 7 Chittaks or thereabout with a dilapidated upper roomed brick built house, messuage, tenements, dwelling house with out offices and hereditaments being premises No.11 (previously No.8) Mall Road Situate in Dum Dum Cantonment Thana and Sub-District Dum Dum in the District of 24-Parganas and butted and bounded on the North by premises No.10 Mall Road on the East by Gorakhobasi Road lying between the said premises and the old burial ground, on the South by the premises No.7 Mall Road and on the West by the Mall Road otherwise known as officers Line Road.

IN WITNESS whereof these presents have been executed by

the



the Vendor and the Purchaser the day month and year above written.

SIGNED SEALED and DELIVERED by the  
abovenamed The Administrator General  
of West Bengal in the presence of :

*Mughose*

Administrator General of West Bengal.

*Ginnar Kumar Chakrabarti*  
Assistant

Office of the Administrator General  
of West Bengal,  
1, Hastings Street (10th Floor)  
Calcutta.

THE COMMON SEAL of the abovenamed  
Jessop & Company Limited has here-  
unto been affixed by the direction  
and in the presence of :

S.S.H. Sitwell

*Sitwell* Director

C.V. Graham

*Graham* Director

A.K. Thakur

*Thakur* Acting Secretary

1897

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DATED 8<sup>th</sup> November 1957.

The Administrator General of  
West Bengal.

- And -

Jessop & Company Limited.

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MEMORANDUM OF AGREEMENT.

Orr, Dignam & Co.-  
29, Netaji Subhas Road,  
Calcutta.-