

समय - 10 (1)

FROM

J. P. SRIVASTAVA Esqr. M.L. C.
CHAIRMAN, IMPROVEMENT TRUST,
CAWNPORE.

TO,

R. B. Anand Swarup.

Chairman,

Harsahi Jagdamba Sahai Trust
Cawnpore

No. 3072

The 5th of Dec. 1930.

Dear Sir,

Please receive the accompanying registered
deed for Plot No. of land Block "m"
and sign the acknowledgment below.

V. M. Swarna
22/3/06
Manager,
Harsahi Jagdamba Sahai
Trust College, K. P. P.

Yours faithfully,

Shamurmita
Secretary,

Improvement Trust, Cawnpore.



2661

THIS INDENTURE made the 11th day of August
in the year One thousand nine hundred and thirty between
the Cawnpore Improvement Trust (hereinafter called the
Trust) of the one part and Raj Bahadur S. Anand Swarup
Chairman Harnukh Jagdamba Sahai Trust Cawnpore, resident
at Civil Lines Cawnpore (hereinafter called the Purchaser
of the other part:-

WHEREAS under the provisions of the United
Provincial Town Improvement Act of One thousand nine
hundred nineteen, relating to the sale of building sites
the plots of land in Block "H" at Harnam Cawnpore,
for greater clearness delineated in the plan annexed
and marked red is hereby demised to the Purchaser for
a sum of Rupees eleven thousand, six hundred and sixty-six
annas ten and pies eight only (Rs. 11,666/10/8) for
purposes of School building, Play-ground, boarding house
and cognate buildings and WHEREAS the sale has been
confirmed by the Trust:-

NOW THIS INDENTURE WITNESSETH that in considera-
tion of the sum of Rupees eleven thousand six hundred and
sixty-six, annas ten and pies eight only (Rs. 11,666/10/8)
out of which Rupees two thousand nine hundred and sixteen
annas ten and pies eight only (Rs. 2,916/10/8) have been
paid by the Purchaser to the Trust the receipt whereof
the Trust doth hereby acknowledge, the Trust hereby Grant
unto the Purchaser all that plot of land containing by

Handwritten signatures:
Raj Bahadur S. Anand Swarup
Anand Swarup

Handwritten notes:
In Trust
02/8/30
Harnam Cawnpore

and amount 16,819.03 (Sixteen thousand eight hundred and nineteen decimal zero three) square yards or 3.48 (Three decimal forty-eight) Acres more or less and more clearly delineated and shown on the plan annexed to the presents on thereon marked red together with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appurtenant to have and to hold the said plot of land and the premises hereby granted unto and to the use of the Purchaser for ever and the purchaser does hereby covenant with the Trust that the Purchaser shall pay to the Trust the balance of the purchase money with interest at six per cent in twelve equal instalments, the next six monthly instalment to fall due on the first of January One thousand nine hundred and thirty one for the payment of which the land devised together with buildings erected thereon by the Purchaser is hereby hypothecated so long as any portion of the purchase money remains unpaid and shall commence within six months and complete within two years from the date of these presents building or buildings as above mentioned to the satisfaction of the Trust according to the plan and conditions sanctioned by the Trust and also that the Purchaser shall not nor will at any time divert the same or allow it to be diverted to any other purpose other than School building, Play-ground, boarding-house and cognate buildings without the express sanction of the Trust in writing; PROVIDED ALWAYS and that these presents are executed on the express condition that if the building is not commenced within six months or not completed in the aforesaid manner within two years of these presents or within such further time as for special reasons may be sanctioned by the Chairman, or the premises are afterwards brought to any use other than that for which they are expressly sold, the Purchaser shall forfeit to the Trust three percent of the sale price for every month upto a maximum of twelve months during which the breach of the above conditions continues after receipt of a notice from

W. M. F. 02/2/08
Manager
W. M. F. 02/2/08
W. M. F. 02/2/08



Sale-deed 11/11/12

Mortgage-deed 15/7/15

Registration fee Defying fees involved about 20/-

Presented by B. Radhakrishna and B. Ramaswami and
Rayappa occupation services assistant of the bank
Bangalore at the office of the Sub-Registrar of Bangalore
this 11th day of November 1930 between the hours of 10 A.M. and
any agent of B. S. under a duly authenticated general power
of attorney of this office dated 11.9.1930

At and on

Rat Ramiah

Execution by the Registrar of B. S. admitted and the receipt of the
two hundred and nine hundred and one hundred and one hundred and one
only acknowledged by the Sub-Registrar of Bangalore who is
personally present and signed and sealed at Bangalore on 11.11.30

Rat Ramiah

Execution by the Registrar of B. S. admitted and the receipt of the
two hundred and nine hundred and one hundred and one hundred and one
only acknowledged by the Sub-Registrar of Bangalore who is
personally present and signed and sealed at Bangalore on 11.11.30

At and on

At and on

the Trust, and ...
year from such notice the Trust shall have a right to
reenter on the land and the Purchaser and all occupiers
of the said premises to expel therefrom and thereupon
the said land and the premises hereby conveyed and all
buildings erected thereon shall remain to the use of
and be vested in the Trust, and that the Purchaser shall
if so required reconvey to the Trust the premises here-
by granted together with the buildings erected thereon
and also pay to the Trust the damages calculated at the
rate of three percent per month above mentioned and
any expenses incurred by the Trust on this account and
the Trust shall have right of reselling the premises and
buildings existing thereon by public auction and to
recover the damages aforesaid, the loss incurred in re-
selling and other cost connected with resale, repairs,
and protection of the buildings from the proceeds of the
sale and pay back the remainder, if any, to the Purchaser.
The Purchaser covenants that he shall pay the balance of
the purchase money with interest at six percent by means
of twelve six-monthly equated instalments of Rs. 881/10/-
(Eight hundred and eighty-one and annas ten only) each
on first of January and first of July each year, the
first such instalment to fall due on first of January.
One thousand Nine hundred and thirty one and the Purchaser
further covenants that the land and buildings erected
thereon shall remain hypothecated and are hereby hypothe-
cated for the payment of the balance of the purchase money
with interest as hereinbefore provided until it is
completely paid up and further that, if the Purchaser makes
a default, in payment of any balance of the purchase
money on the date falling due as herein provided the
Trust shall be entitled, at its option, to recover the
whole of the purchase money remaining due at the time
of such default, or to waive such defaults in respect of
any one or more instalments and to recover the instal-
ment or instalments in respect of which default has been

Signature

made together with further interest and cost from the Purchaser and from the land and buildings hereby hypothecated PROVIDED ALSO that until the amount due to the Trust is finally paid up, the Purchaser shall have no right to transfer the land or buildings erected thereon nor shall the Purchaser have any right to transfer the land or buildings or land and buildings at any time for any purpose other than the purpose for which the land has been sold to him by Trust.

PROVIDED ALSO that no building with a frontage on road will be built within four feet of the Western and three feet of the Southern and Eastern boundaries as shown in the accompanying plan and that no building on first floor on the side of ten feet lane will be allowed to be built unless the building at this level is placed ten feet back from the lane.

PROVIDED ALSO that if, at any time, the Purchaser desire to divert the land to any other purpose than for which it is sold, the Purchaser shall obtain consent of the Trust by payment of the difference between the price paid hereunder and Rs. 35,000/- (Thirty-five thousand).

PROVIDED FURTHER that no balcony or any projection over the foot-path, shall be made except with special sanction of the Trust and according to the design approved by the Trust and that the foot-path will only be used as a passage and no encroachment over the foot-path by way of steps, projection or otherwise will be made without sanction of the Trust.

PROVIDED ALSO that no house or storm water shall be allowed to flow from the house on to the foot path, or on to Trust land, except by means of down spouts or drains connected with Trust drains in the manner directed by the Trust, and that the Municipal and Trust bye-law in respect of buildings will be strictly complied with.

PROVIDED THAT IF THE PURCHASER like to pay at any time more instalments than one the Trust will have no objection to receive them and the extra amount so paid will

Obtained from A. G. Lamb

*Verified
02/2/86
Manager
Municipal Corporation
of Trust land*

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be deducted from the principal balance of the price due and together with its interest at six per cent per annum will be deducted from the balance of consideration money remaining due under the deed.

PROVIDED ALWAYS that the terms the "TRUST" and the "PURCHASER" wherever they occur in these presents shall unless such an interpretation be inconsistent with the context include in the case of the "TRUST" its successors and assigns and in the case of the "PURCHASER" his heirs, executors, administrators, representatives and assigns who shall be bound by all the terms and covenants contained in these presents. IN WITNESS WHEREOF the parties hereunto have set their hands and seal of the Trust on the day and the year hereinafter above written:

In the presence of:-

Witness: _____

Manager,

1. Sahai Jagda Bhawan
Hind. College, Kanpur.

Witness: _____

R. N. Chandra

M.L.C.,

Chairman,
Cawnpore Improvement Trust

Arund Lamb

PURCHASER.

BOUNDARIES.

North	..	Municipal School and 10 ft. lane
South	..	25 ft. Road
East	..	30 ft. Road
West	..	60 ft. F. Road

R. N. Chandra