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admissible under Rule 27 duly stamped under the Bengal stamp amendment Act, 1922, also as amended by section 82 (1) of the Calcutta Improvement Act, 1911 Schedule 1 A No. 23

Stamp duty paid under the } Rs.....As.....
 Stamp Act } 3400.....
 Additional duty paid under the }
 Calcutta Improvement Act } 3200.....
 Paid in excess } 5600

Total Rs.....
 Fee paid as under

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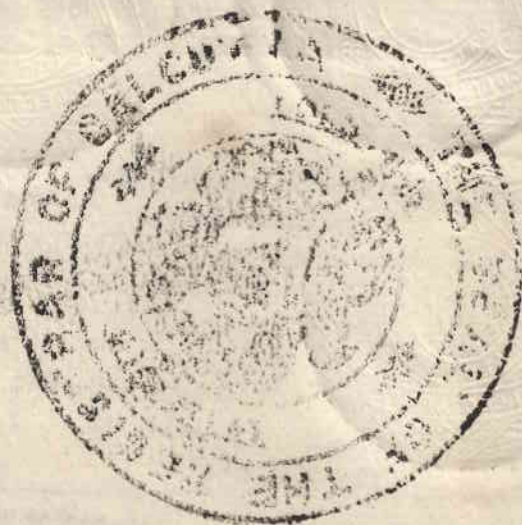
Incorporated
Registrar of Assurances
CALCUTTA

2/3/36

T H I S I N D E N T U R E made the second day of March One Thousand Nine Hundred and Thirty-six B E T W E E N MUSSAMMAT MEHER NIGAR BANU wife of Bashir Ahmed by creed Mahomedan by occupation Landholder residing at No. 24, Bolai Dutt Street in Calcutta hereinafter referred to as the "Vendor" (which expression shall unless excluded by or repugnant to the context include her heirs, executors, administrators, representatives and assigns) of the ONE PART A N D KARAMCHAND LALCHAND son of Lalchand deceased by caste Jain by occupation Landholder residing at No. 3, Bow Street in Calcutta aforesaid hereinafter referred to as the "Purchaser" (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

W H E R E A S one Ahsan Kareem was in his life time and at the time of his death absolutely seised and possessed of or otherwise well and sufficiently entitled as of an estate of inheritance in fee simple in possession free from all encumbrances to all those premises No. 33, Bowbazar Street in Calcutta intended to be hereby conveyed and more particularly described in the First Schedule hereto AND WHEREAS the said Ahsan Kareem who was a Sunni Mahomedan governed by the Hanafi School of Mahomedan Law departed this life intestate on the twenty-seventh day of March One thousand nine hundred and twenty-two leaving him surviving as his heirs under the said law his widow Mussammat Khatoon Bibi (who became entitled to an undivided two annas share in the Estate left by the said Ahsan Kareem the whole being taken as sixteen annas), his daughter the said Vendor (who became entitled to an undivided eight annas share in the said Estate) and his sister Mussammat Khairunnessa Bibi (who became entitled to the remaining six annas share in the said Estate) AND WHEREAS on or about the twenty-fifth day of August One thousand nine hundred and twenty-two Letters of Administration to the Estate of the said Ahsan Kareem deceased were - granted by the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction to the said Mussammat Khairunnessa Bibi AND WHEREAS on or about the ninth day of April One thousand nine hundred and twenty-four the said Mussammat Khatoon Bibi departed this life after having duly made and published her last will and Testament dated the twenty-fifth day of March One thousand nine hundred and twenty-four, whereby she devised one third of her entire estate to her nephew Mahammad Yahya and appointed him the sole Executor thereof, and leaving her surviving as her heirs under the said law, her daughter the said Vendor, her three brothers Basirur Rahman, Haji Mahbubar Rahaman and Habibur Rahaman and her sister Sakina Bibi AND WHEREAS on the death of the said Mussammat Khatoon Bibi as - aforesaid the said Mahammad Yahya became entitled to an undivided one third of two

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annas share in the Estate of the said Ahsan Kareem the Vendor became entitled to a further undivided one third of two annas share in the said Estate, the said Basirur Rahman, Haji Mahbubar Rahaman and Habibur Rahaman became jointly entitled to an undivided six sevenths of one third of two annas share in the said Estate, and the said Sakina Bibi became entitled to the remaining one seventh of one third of two annas share in the said Estate AND WHEREAS by an Award dated the twenty-first day of May One thousand nine hundred and twenty-six filed as of record in the High Court of Judicature at Fort William in Bengal on the twenty-fourth day of May One thousand nine hundred and twenty-six, In the Matter of an Arbitration between the Vendor and the said Mussammat -- Khairunnessa Bibi, made in pursuance of a Deed of Submission dated the thirteenth day of January One thousand nine hundred and twenty-six, and in consideration of the Vendor undertaking to satisfy the rights titles claims interests and demands whatsoever of the said Bashirur Rahman, Haji Mahbubar Rahaman, Habibur Rahaman and Sakina Bibi in the Estate of the said Ahsan Kareem deceased as heirs of the said Khatoon Bibi deceased the Arbitrators without reference to the said Will of Mussammat Khatoon Bibi awarded to the Vendor an undivided ten annas share in the Estate of the said Ahsan Kareem deceased, and allotted to her for and in lieu of such share in the said Estate, inter alia the said premises No.33, Bow-bazar Street to be held by her in severalty absolutely free from all the rights of the said Mussammat Khairunnessa Bibi as Administratrix as aforesaid AND WHEREAS in and by the said Award the Vendor was directed to pay to the said Mussammat Khairunnessa Bibi a sum of Rupees Five thousand five hundred and seventy-six as owelty on the said partition AND WHEREAS on the eighteenth day of May One thousand nine hundred and twenty-six the said Basirur Rahaman, Haji - Mahbubar Rahaman and Habibur Rahaman instituted a suit in the High Court of Judicature at Fort William in Bengal in its Ordinary Original Civil Jurisdiction being Suit No. 1051 for 1926, against the said Mussammat Khairunnessa Bibi, the Vendor and the said Sakina Bibi, claiming inter alia a declaration of shares in the Estate of the said Ahsan Kareem deceased, partition and other reliefs AND WHEREAS by an Urdu Kowala dated the fifth day of August One thousand nine hundred and twenty-six and registered at Calcutta in Book I Volume 86 Pages 83 to 92 being No. 520 for 1926 the said Sakina Bibi for the consideration therein mentioned conveyed to the Vendor her said undivided one seventh of one third of two annas share and interest in the said Estate AND WHEREAS after various proceedings in the said Suit No. 1051 of 1926 a decree was passed by consent of all the parties therein on the twenty-seventh

day of May One thousand nine hundred and twenty-nine whereby inter alia the said Award dated the twenty-first day of May One thousand nine hundred and twenty-six was confirmed and declared binding on all the parties therein, and the Vendor was directed to convey to the plaintiffs in the said suit viz. the said Basirur Rahman, Haji Mahbubar Rahaman and Habibur Rahman the premises No.4, Tiretta Bazar Street in Calcutta, and to pay them a sum of Rupees Five thousand and five hundred in lieu of and in full satisfaction of their shares in the Estate of the said Ahsan Kareem deceased AND WHEREAS in and by the said decree the Vendor was to indemnify the plaintiffs therein and one Hafiz Tanwar Ahmed therein named, in respect of any claims by the said Mohamad Yahya as legatee under the last Will and Testament of the said Mussammat Khatoon Bibi, and the said premises No. 33, Bowbazar Street was declared to remain charged to secure such indemnity AND WHEREAS by a Conveyance dated the fifth day of October One thousand nine hundred and twenty-nine and registered at Calcutta in Book I Volume 98 Pages 251 to 268 being No. 3925 for 1929 the said Mohamed Yahya for the consideration therein named conveyed in favour of the Vendor his share and all other claims in and against the Estate of the said Ahsan Kareem deceased, as a legatee under the said Will of Mussammat Khatoon Bibi AND WHEREAS by an Order dated the twenty-fourth day of June One thousand nine hundred and thirty made in the said suit it was inter alia declared that the said Mussammat Khairunnessa Bibi or the said Hafiz Tanwar Ahmed had no further claim against the Vendor for costs or owelty AND WHEREAS by a Release dated the seventeenth day of December One thousand nine hundred and twenty-nine and registered at Calcutta in Book I Volume 123 Pages 204 to 214 being No.4614 for 1929 the said Basirur Rahaman, Haji Mahbubar Rahaman and Habibur Rahaman, in consideration of the Vendor complying with the terms of the said consent decree dated the twenty-seventh day of May One thousand nine hundred and twenty-nine, released unto the Vendor inter alia the said premises No. 33, Bowbazar Street from all their claims therein as heirs of the said Mussammat Khatoon Bibi deceased AND WHEREAS in the circumstances that have happened the Vendor is absolutely seised and possessed of and is otherwise well and -- sufficiently entitled as an estate of inheritance in fee simple in possession free from all encumbrances to the said premises No. 33, Bowbazar Street more fully described in the first Schedule hereto AND WHEREAS the Vendor has agreed with the purchaser for the absolute sale to him of the said premises No.33, Bowbazar Street in Calcutta and the inheritance thereof in fee simple in possession free from all encumbrances charges and lis pendens at or for the price of Rupees One Lac and sixty thousand, and has on the thirteenth day of December One thousand nine hundred and thirty-five received from the Purchaser the sum of Rupees Five thousand and one as earnest and in part payment of the said purchase price NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rupees Five thousand and one paid as earnest money as aforesaid and the further sum of Rupees One Lac fifty-four thousand nine hundred and ninety-nine paid to the Vendor on or before the execution of these presents (the receipt of which several sums, aggregating to Rupees One Lac and Sixty thousand the Vendor doth

hereby



--- hereby admit and acknowledge and from the same and every part thereof doth hereby release the Purchaser and the said premises) the Vendor doth hereby grant, transfer convey assign and assure unto the Purchaser ALL THAT upper-roomed brick-built messuage or dwelling house together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by -- ~~estimation~~ an area of two bighas and three cottahs more or less situate lying at and being premises No. 33, Bowbazar Street in the town of Calcutta more fully described in the first Schedule hereto TOGETHER with all buildings yards courts areas sewers drains water-courses lights rights liberties privileges easements and appurtenances whatsoever to the said messuage and premises belonging or in anywise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto A N D all the Estate right title interest inheritance claim and demand whatsoever of the Vendor and her ancestors in to and upon the said premises and every part thereof TOGETHER with all deeds documents, writings muniments and evidences of title belonging or exclusively appertaining to the said premises or every part thereof and to premises No. 32, Bowbazar Street TO HAVE AND TO HOLD the hereditaments and premises hereby transferred or expressed so to be unto ~~and to~~ the use of the Purchaser absolutely and for ever AND the Vendor doth hereby covenant with the Purchaser that NOTWITHSTANDING any act deed or thing by the Vendor or by any of her ancestors made done committed or executed or knowingly or willingly suffered to the contrary the Vendor now hath good right full power and absolute authority to transfer the hereditaments and premises hereby transferred or expressed so to be unto and to the use of the Purchaser in manner aforesaid A N D that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from the Vendor or from any person or persons lawfully or equitably claiming from under or in trust for her or from or under any of her ancestors AND that free from all encumbrances whatsoever ~~made or suffered by the Vendor~~ or any of her ancestors or any person or persons lawfully or equitably claiming as aforesaid AND further that she the Vendor and all persons having or lawfully or equitably -- claiming any estate or interest in the said hereditaments and premises or any part thereof from under or in trust for the Vendor or from or under any of her ancestors shall and will from time to time and at all times hereafter at the request and cost 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 hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner

manner aforesaid as shall or may be reasonably required AND the Vendor doth hereby covenant with the Purchaser that she the Vendor shall and will unless prevented by fire or some other inevitable accident, from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced unto him or his Attorneys or Agents or at any trial hearing Commission examination or otherwise as occasion shall require all or any of the deeds and writing comprised in the second Schedule hereto for manifesting, defending and proving the title of the Purchaser to and in the hereditaments and premises hereby transferred or expressed so to be, or any part thereof A N D also at the like request and cost deliver or cause to be delivered unto the Purchaser such attested or other copies or abstracts of or extracts from the said deeds and writings or any of them as he may require A N D shall and will in the meantime, unless prevented as aforesaid keep the same deeds and writings safe, unobliterated and uncanceled.

THE FIRST SCHEDULE ABOVE REFERRED TO.

A L L T H A T partly one storied and partly two storied brick built messuage land hereditaments and premises and the godown with corrugated iron roofings together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation 2 Bighas and three Cottahs more or less situate lying at and being premises No. 33, Bowbazar Street in the town of Calcutta being part of Block No. XVI Holding No. 302 in the South Division of the town of Calcutta and butted and bounded on the North by Bowbazar Street, on the East partly by premises No. 34, Bowbazar Street and partly by Nos. 3, 4 and 5 Bow Street and partly by premises No. 6, Bow Street, on the South partly by premises No. 31, Bowbazar Street and partly by premises No. 54, Metcalfe Street and on the West by premises No. 32, Bowbazar Street and paying for the entire Holding an annual revenue of Rupees Ten annas two and pies four only to the Collectorate of Calcutta.

THE SECOND SCHEDULE ABOVE REFERRED TO.

1. Original Letters of Administration in the Goods of Ahsan Kareem deceased granted by the High Court of Judicature at Fort William in Bengal.
2. Original Will of Khatoon Bibi dated 25th. March 1924.
3. Original Conveyance dated 5th. August 1926 from Sakina Bibi to the Vendor.
4. Certified copy decree dated 27th. May 1929 in Suit No. 1051 of 1926 (Basirur Rahman -vs- Musstt. Khairunnessa Bibi & Ors.) of the High Court of Judicature at Fort William in Bengal.
5. Original Conveyance dated 5th. October 1929 from Mahomed Yahya to the Vendor.
6. Original Release dated 17th. December 1929 from Basirur Rahaman and others to the Vendor.
7. Original Indenture of Mortgage dated 29th. January 1927 from the Vendor to Kumar Pramatha Nath Roy.
8. Original Reconveyance dated *the 31st January* 1936 from Kumar Pramatha Nath Roy to the Vendor.

Registrar of Assurances

CALCUTTA

27/3/36



9. Original Indenture of Mortgage dated 5th. October 1929 from the Vendor to Rai Bahadur Tarit Bhusan Roy.

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10. Original Reconveyance dated the 2nd day of March 1936 from Rai Bahadur Tarit Bhusan Roy to the Vendor.

IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed her hand and seal the day and year first above written.

SIGNED, SEALED and DELIVERED by

The Vendor at no 24 Bhai Subh Shik in Calcutta in the presence of /witnesses
Tarit Bhusan Roy
2-3-36

A. P. Roy
Solicitor, Calcutta.
Hit Kumar Roy
Solicitor, Calcutta.

میرزا



Munshi Mukher Nigam Bann is identified by me

Explained by me /witnesses

[Signature]

RECEIVED on the day and year first abovenamed of and from the Purchaser abovenamed the sum of Rupees One Lac and Sixty thousand being the consideration money above-mentioned to be paid by - him to me.

Rs. 1.60.000/-

MEMO OF CONSIDERATION.

By cheque No CX 403618 dated 13th December 1935 on the Central Bank of India Ltd drawn by the Purchaser in favour of Messrs N.C. Bural & Pyne and paid as current money -

Rs 5,001/-

By fifteen G.C. Notes @ Rs 10,000 each Nos 7,097712 - 721, 7,097620 - 521, 7,076868 - 870

Rs 1,50,000/-

By four G.C. Notes @ Rs 1,000 each Nos 8,338468-70, and 338481

Rs 4,000/-

By small notes and cash

Rs 999/-

Rs 1,60,000

Total Rupees One lac and sixty thousand.

Witnesses

/witnesses

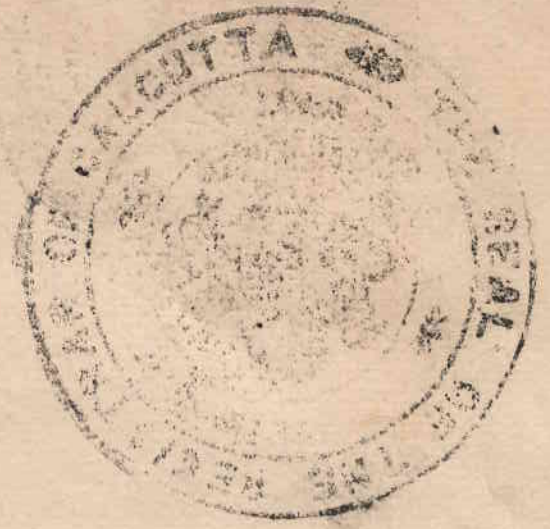
A. P. Roy
Hit Kumar Roy

میرزا

Munshi Mukher Nigam Bann is identified by me

Explained by me /witnesses

[Signature]



Presented for Registration

at 1/40p-M. on the 2nd day of March 1936 at the Calcutta Registry Office by *Bashir Ahmed*

attorney for *Incher Kofar*

Mahimphatanzal

Banu under a general power of attorney no 4 for 1927 authenticated by an *ambap* of Dum Dum.

Registrar of Assurances
CALCUTTA

2/3/36

Mahimphatanzal
Mention is made under the above power by me about *Bashir Ahmed* son of late *Shahbaz* *Zuboor Ahmed* of no 2 Dum Dum Road, Shona Dum Dum, 24 Parsonas, Mahamedan, Landholder as agent for *Incher Kofar* Banu

Identified by *Mr Surendra Lal Rayin*, Director of *no 15* old post office *St Pauls*

Mahimphatanzal
Registrar of Assurances
CALCUTTA

2/3/36

455

Registered
 Book No. I
 Volume No. 11
 Pages 206 to 216
 Being No. 785
 For the Year 1936



Meheranjan
 Registrar of Assurances
 CALCUTTA
 11.3.36

DATED the 2nd day of *July* 1936.

--: FROM :-

MUSSAMMAT MEHER NIGAR BANU

-TO-

KARAMCHAND LALCHAND.

CONVEYANCE

-of-

Premises No. 33, Bowbazar Street.

-----:00000:-----



52
 By assessor to the Corporation
 of Calcutta
Dei 1/1/36

A. P. ROY & CO.

Filed in Land Registration Case No. 757

1936/37
Dei
 Deputy Collector of Calcutta.
8.7.36

