



T 1051

STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE
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Admissible under Rule 21 duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act 1899 Schedule I or under the Legal Stamp (Amendment) Act 1922 Schedule I A No.

Fees paid as under 26/1
11/4/45
Registering Officer

THIS INDENTURE made this Eleventh day of April 1945
sand nine hundred and forty five BETWEEN THE CALCUTTA COMPANY
LIMITED a company with limited liability incorporated under the
Indian Companies Act and having its registered Office at No.8
Lyons Range in the town of Calcutta hereinafter called the
" Vendor " (which term or expression shall unless excluded by or
repugnant to the context include its successor or successors-in-
interest or its assigns) of the One Part AND AJAY KRISHNA SEN
GUPTA son of Rasik Ranjan Sen Gupta residing at village Mahilara
Police Station ~~Barisal~~ in the District of Barisal but at
present residing at no 3/1 Mangon Lane
in the town of Calcutta by caste Baidya by occupation Service
holder hereinafter called the " Purchaser " (which expression
unless repugnant to the subject or context shall mean and include
his heirs executors administrators representatives and assigns)
of the Other Part WHEREAS one William Coryton Graham stood upto
the -

the time of his death next hereinafter mentioned absolutely seised and possessed of and otherwise well and sufficiently entitled inter alia to ALL THAT piece or parcel of land hereinafter more particularly described in Schedule 'A' hereunder written a part whereof is intended to be hereby granted conveyed transferred assigned and assured AND WHEREAS the said William Coryton Graham died on the seventeenth day of January one thousand nine hundred and thirty one leaving him surviving his widow Kate Emily Graham and also leaving a Will whereof he appointed the said Kate Emily Graham to be the sole Executrix and whereby he bequeathed the whole of his estate both moveable and immoveable including (inter alia) the said piece or parcel of land hereinafter more specifically described in Schedule 'A' hereunder written unto the said Kate Emily Graham absolutely AND WHEREAS on the thirty first day of March one thousand nine hundred and thirty one Probate of the Will of the said William Coryton Graham deceased was granted to the said Kate Emily Graham as the sole Executrix named in the said Will by the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction AND WHEREAS the said Kate Emily Graham died on the second day of October one thousand nine hundred and thirty one leaving certain of the assets of the said William Coryton Graham deceased unadministered and also leaving a Will whereof she appointed the Official Trustee of Bengal to be the sole Executor and Trustee AND WHEREAS on the fifteenth day of December one thousand nine hundred and thirty one Probate of the Will of the said Kate Emily Graham deceased was granted to the said Official Trustee as the sole Executor by the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction AND WHEREAS on the twenty fifth day of January one thousand nine hundred and thirty two Letters of Administration de bonis non of the properties and credits of the

said William Coryton Graham deceased with a copy of the Will annexed were granted to the Administrator General of Bengal by the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction AND WHEREAS the administration of the Estate of the said William Coryton Graham deceased having been completed and surplus assets of the said estate including the said piece or parcel of land specifically described in Schedule 'A' hereunder written having been made over by the said Administrator General of Bengal to the Official Trustee as such Executor of the Last Will and Testament of the said Kate Emily Graham deceased as aforesaid the Official Trustee took over possession thereof but no formal transfer of the said piece or parcel of land described in Schedule 'A' hereunder had been effected in favour of the Official Trustee as such Executor as aforesaid AND WHEREAS by an Indenture of Conveyance dated the twenty fifth day of June one thousand nine hundred and forty and made between the said Administrator General of Bengal as the Administrator de bonis non of the property and effects of the said William Coryton Graham deceased of the first part the said Official Trustee as the sole Executor and Trustee of the Will of the said Kate Emily Graham deceased of the second part and Tollygunge Estate Limited a Company with limited liability incorporated under the Indian Companies Act and having its registered office at No.60 Ballygunge Circular Road in the town of Calcutta of the third part the said piece or parcel of land hereinafter more particularly described in the Schedule 'A' hereunder written was for the consideration therein mentioned (inter alia) sold and conveyed to the said Tollygunge Estate Limited free from encumbrances AND WHEREAS by an Indenture of Conveyance dated the tenth day of July one thousand nine hundred and forty and made between the said Tollygunge Estates Limited as vendor and Regent Estate Limited a Company with limited liability incorporated under the Indian Companies Act and having its registered

registered office at Royal Exchange Place in the town of Calcutta as purchaser the said Tollygunge Estates Limited for the consideration stated therein conveyed transferred and assigned to the said Regent Estate Limited the said piece or parcel of land specifically described in the Schedule 'A' hereunder written absolutely and free from all encumbrances AND WHEREAS by an indenture of Conveyance dated the fourth day of September one thousand nine hundred and forty and made between the said Regent Estate Limited as vendor and the vendor as purchaser the Regent Estate Limited for the consideration stated therein conveyed transferred and assigned to the vendor the said piece or parcel of land specifically described in Schedule 'A' hereunder written absolutely and free from all encumbrances AND WHEREAS the vendor being thus absolutely seised and possessed of and otherwise well and sufficiently entitled to the piece or parcel of land described specifically in Schedule 'A' hereunder written has divided the entire area into a number of separate and distinct self contained plots AND WHEREAS the plots so formed have been delineated and marked with different numbers in the map or plan prepared by the vendor and inspected by the purchaser AND WHEREAS out of the plots so formed and delineated the vendor has agreed with the purchaser for absolute sale to him of plot No.30 of the said plan and measuring Three cottas Two chittacks and Seventeen square feet be the same a little more or less particularly described in Schedule 'B' hereunder written free from all encumbrances at the rate of Rupees One thousand six hundred and fifty per cotta AND WHEREAS the price of the said plot at the said rate amounts to Rupees Five thousand one hundred and ninety five and annas three and pies three NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rupees Five thousand one hundred and ninety five and annas three and pies three whereof the sum of Rupees One thousand two hundred and ninety-five

and pies three
ninety-five and annas three paid by the purchaser to the vendor
on or before the execution of these presents (the receipt whereof
the vendor doth hereby as well as by the receipt hereunder
written admit and acknowledge and of and from the same and every
part thereof acquit release and for ever discharge the purchaser)
and the payment of the balance namely the sum of Rupees Three
thousand and nine hundred being secured by Security Deed of
even date with these presents and executed by the purchaser in
favour of the vendor simultaneously with the execution of these
presents and creating first charge upon the said plot No.30
hereby sold or, expressed or intended so to be the vendor doth
hereby grant convey transfer assign and assure unto the pur-
chaser ALL THAT piece or parcel of revenue free land measuring
Three cottas Two chittacks and Seventeen square feet be the
same a little more or less specifically described in the Schedule
'B' hereunder written TOGETHER with all paths passages compounds
walls enclosures fixtures trees woods fences hedges ditches wells
sewers drains water water-courses rights liberties benefits lights
easements and appurtenances whatsoever thereunto belonging or in
anywise appertaining or therewith usually held used occupied or
enjoyed as part or parcel thereof or appurtenant thereto and also
TOGETHER with the benefit of the covenants by the said Tolly -
gunge Estate Limited in the said Indenture of Conveyance dated
the tenth day of July one thousand nine hundred and forty for
the production and safe custody of the documents set out in the
second Schedule thereof AND all the estate right title interest
property claim and demand whatsoever of the vendor into or upon
the said piece or parcel of land and all the appurtenances
thereunto belonging or any part or parts thereof respectively
AND all deeds pottahs muniments writings and evidence of title
and other documents whatsoever which exclusively relate to the
said piece or parcel of land or any part or parts thereof
respectively and which are now or hereafter shall be in the

the custody power or possession of the vendor or any other person or persons from whom the vendor can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said piece or parcel of land and all other the premises herein comprised and hereby granted conveyed transferred assigned assured and confirmed or expressed or intended so to be hereinafter referred to as the said premises and every part or parts thereof respectively together with them and every of their rights members and appurtenances ~~as~~ whatsoever unto the purchaser absolutely and for ever AND the vendor doth hereby covenant with the purchaser that the interest which the vendor professes to transfer subsists and that the vendor has good right full power and absolute authority to grant convey transfer assign and assure the said premises unto the purchaser in manner aforesaid and that it shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said premises and to receive the rents issues and profits thereof without any interruption claim or demand whatsoever by the vendor or any person or persons claiming through under or in trust for the vendor and that freed and discharged from or otherwise by the vendor well and sufficiently indemnified against all and all manners of encumbrance whatsoever AND further that the vendor and all and every other person having or claiming any estate right title or interest whatsoever into out of or upon the said premises or any part thereof shall and will from time to time, and at all times hereafter at the request and cost of the purchaser make do acknowledge execute and perfect or cause or procure to be made done acknowledged and perfected with all proper despatch all such further and other lawful and reasonable act deeds conveyance matter and things for further better and more perfectly assuring the said premises unto the purchaser in manner aforesaid as shall or may be reasonably required AND the vendor doth hereby further covenant with the

the purchaser that the vendor shall unless prevented by fire or any other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser or any person or persons having or claiming through purchaser any estate or interest in the said premises or any part thereof produce or cause to be produced to the purchaser or such other person or persons as the purchaser shall direct or in the course of any judicial or other proceedings or otherwise as occasion shall require the documents specified in Schedule 'C' hereunder and shall upon the like request and at the cost of the purchaser or such other person or persons as aforesaid make over true attested or certified copy thereof or extracts therefrom as may be required and shall in the meantime keep the said documents safe uncanceled undefaced ~~by~~ fire and other inevitable accident all excepted AND the vendor doth hereby further covenant with the purchaser that the vendor shall provide suitable pucca surface drain on the both sides of the roads already constructed or to be constructed by the vendor at the site of the said premises for drainage and shall also make arrangement for lighting up the said roads and the vendor shall maintain the said roads drains and lights till the same are taken over by Tollygunge Municipality AND the vendor doth hereby covenant with the said purchaser that the vendor shall from time to time and at all times hereafter indemnify and keep the purchaser indemnified against all losses and expenses which the purchaser may suffer or incur for any adverse estates claims or demand or any defect in title affecting the property hereby granted transferred or conveyed or expressed or intended so to be.

THE SCHEDULE 'A' above referred to:

ALL THAT piece or parcel of revenue free land containing as per title deeds an area of Eleven bighas and Thirteen cottas of land but according to recent survey an area of Twelve bighas Nineteen cottas Five chittacks and Thirty four square feet be the same a little more or less situate lying at and being in Mouza Chandpur J.L.No.41 Pargana Khaspore Thana Tollygunge Sub Registry Office Alipore in the District of Twenty four Parganas and comprised in Settlement Dag No.1140 (part) 1141 and 1142 of Khatian No.876 of Mouza Chandpur aforesaid in Towzi No.331 B 1 of the Collectorate of Twenty four Parganas and bounded on the North partly by Dag No.1133 and partly by Dag No.1110 of the Cadastral Survey Sheet No.5 on the East by Dag No.1138 of the above Cadastral Survey Sheet on the South partly by Russa Road and partly by part of Dag Nos.1142 and 1144 of the above Survey Sheet and on the West by part of Dag No.1140 of the above Cadastral Survey Sheet. The entire plot being now known as premises No.111 Russa Road under Tollygunge Municipality OR HOWSOEVER OTHERWISE the said piece or parcel of land or any part thereof is now or was at any time heretofore butted and bounded called known numbered described or distinguished.

THE SCHEDULE 'B' above referred to:

ALL THAT piece or parcel of revenue free land measuring altogether Three cottas Two chittacks and Seventeen square feet corresponding with .052 decimal be the same a little more or less being plot No.30 formed out of the said Municipal premises No.111 Russa Road South within the jurisdiction of Tollygunge Municipality and and more fully described in Schedule 'A' aforesaid and being a part of Cadastral Survey Dag No.1140 Khatian No.876 of Mouza Chandpur J. L. No.41 in Pargana Khaspore Towzi No.331 B I and delineated in the plan hereto attached and bordered pink thereon

in Thana Tollygunge Sub Registry Office Alipore District Twenty-four Parganas and the said plot No.30 is butted and bounded, as follows, on the North by plot No.36 formed out of said premises No.111 Russa Road South on the South by Twenty feet wide road on the East by plot No.31 formed out of the said premises and on the West by plot No.29 formed out of said premises.

THE SCHEDULE 'C' above referred to:

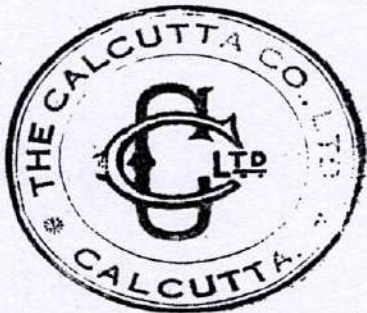
1. The original registered Conveyance dated 10th day of January 1940 between Tollygunge Estates Limited as vendor and Regent Estate Limited as purchaser.
2. The original registered Conveyance dated 11th day of September 1941 between Regent Estates Limited as vendor and Calcutta Company Limited as purchaser.

IN WITNESS WHEREOF the Common Seal of the vendor hath hereunto been affixed the day month and year first above written.

The Common Seal of the vendor hath hereunto been affixed by

and *Edwin Lal Banerjee & Lalchinnarun Mukherjee* two of its Directors in the presence of:

Pranab Kumar Dasgupta
Partner, Cal. S. Co.



THE CALCUTTA CO. LTD.

Pranab Kumar Dasgupta

Director.

THE CALCUTTA CO. LTD.

Rajchinnarayan Munder

Director.

Mineral K. Sen.
37D. Golf club Rd.
Tollygunge, Cal.

Received of and from the withinnamed purchaser the sum of Rupees Five thousand one hundred and ninety five and annas three and pies three only being the full consideration money within expressed to have been paid by him to it as follows:

Rs.5195-3-3.

MEMO of CONSIDERATION:

By Earnest money paid.	Rs.101-0-0.
By Cheque d/- 8. 1. 45. on India Exchange Bank Ltd.	1194-3-3.
By amount secured under Security Deed of even date with these presents and executed by purchaser in favour of vendor.	3900-0-0.
	<u>Rs.5195-3-3.</u>



THE CALCUTTA CO. LTD.

Collected by [Signature]

Director.

THE CALCUTTA CO. LTD.

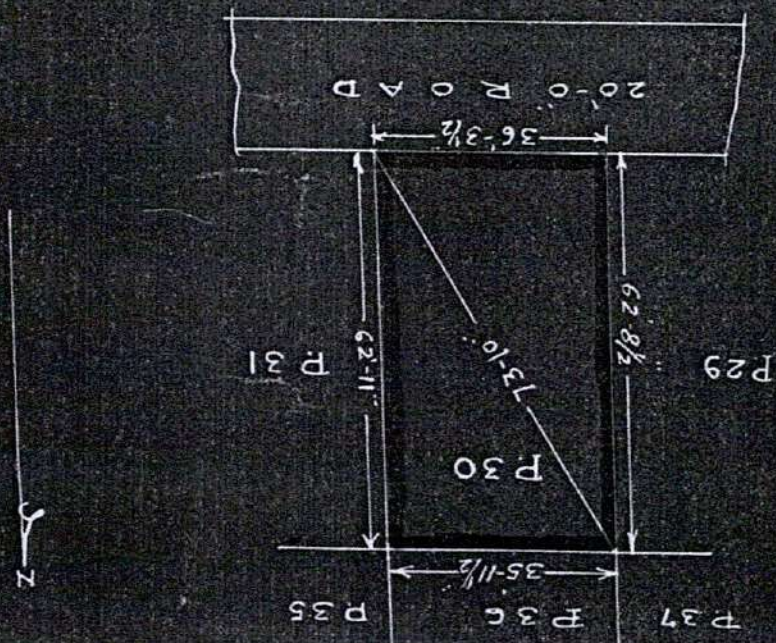
Lachhminarayana Prasad

Director.

*Witness:
Bhupendra Kumar Jha
Anil K. Sen.*

PLOT N^o 30-OF III RUSSA ROAD, SOUTH.
 PART OF DAG N^o 1140 OF MOUZA CHANDPUR.
 SCALE 30=1

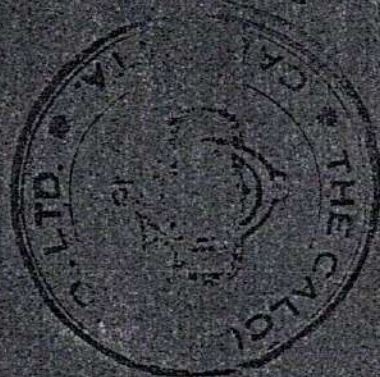
AREA. K. CH. SFI
 3 - 2 - 17.



Drawn by *W. S. S. S.*
 Surveyor

THE CALCUTTA CO. LTD.

Director



THE CALCUTTA CO. LTD.

W. S. S. S.
 Director

W. S. S. S.

