



STAMP ATTACHED BY  
19.12.1945  
STAMP SUPERVISOR  
CALCUTTA COLLECTORATE

Admissible under Section 21 of the  
stamp Act (which does not require  
does not require stamp duty)  
under the Indian Stamp Act  
1899 - Schedule No. 23  
or under the Legal Stamp  
(Amendment) Act 1922 Schedule  
I A No.

Fees paid as under  
22/-  
3/-  
25/-  
Registering Officer  
8/2/45

THIS INDENTURE made this Eight day of February  
One thousand 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  
SREEMUTTY MEGHMALA DEBI wife of Manindra Nath Mukherjee resid-  
ing at village Gohardanga Police Station Gohardanga  
in the District of 24 Pargana but at present residing at  
No.10 Mysore Road in the suburbs of the town of Calcutta by  
caste Brahmin by occupation Grihasthi hereinafter called the  
" Purchaser " (which expression unless repugnant to the subject

subject or context shall mean and include her heirs executors administrators representatives and assigns) of the Other Part WHEREAS one William Coryton Graham stood unto 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 Justidiction 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 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 the surplus assets of the said Estate including the said piece or parcel of land specifically described in Schedule "A" hereunder 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 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 Tollygunge Estates Limited as vendor and Regent Estate Limited a Company with limited liability incorporated under Indian Companies Act and having its 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 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 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 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 her of plot No.31 of the said plan and

measuring Three cottas Two chittacks and Twenty nine square feet be the same a little more or less particularly described in Schedule "B" hereunder written free from all encumbrances at the rate or for the price of Rupees One thousand five hundred and seventy five per cotta AND WHEREAS the price of the said plot at the said rate amounts to Rupees Four thousand nine hundred and eighty five and annas five NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rupees Four thousand nine hundred and eighty five and annas five whereof the sum of Rupees One thousand three hundred and eighty five 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 six 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.31 hereby sold or expressed or intended so to be the vendor doth hereby grant convey transfer assign and assure unto the purchaser ALL THAT piece or parcel of revenue free land measuring Three cottas Two chittacks and Twenty nine square feet be the same a little more or less specifically described in the Schedule 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

*OS*  
as part or parcel thereof <sup>OR</sup> appurtenant thereto AND ALSO TOGETHER with the benefit of the covenants by the said Tollygunge 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 the 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 and which are now or hereafter shall be in 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 hereafter referred to as the said premises and every part or parts thereof respectively together with them and every of their rights members and appurtenances 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

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 <sup>adverse estates</sup> all and all manners of encumbrances 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 the 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 purchaser that the vendor shall unless prevented by fire or 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 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 pre-  
misses 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 in the Sub Registry  
Alipore District Twenty four Parganas and comprised in Settlement  
Dag No.1140 (part) 1141 and 1142 of Khatian No.876 of Mouza  
Chandpore aforesaid in Touzi 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 Cadestral Survey Sheet  
No.5 on the East by Dag No.1138 of the above Cadestral Survey  
Sheet on the South partly by Russa Road and partly by Dag No.1142  
and 1144 of the above Survey Sheet and on the West by Dag No.1140  
of the above Cadestral Survey Sheet. The entire plot being now  
known as premises No.111 Russa Road South 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 Twenty nine square feet corresponding with .052 decimal be the same a little more or less being plot No.31 formed out of the Municipal premises No.111 Russa Road South described in the above Schedule "A" within the jurisdiction of Tollygunge Municipality and being part of Cadestral Survey Dag No.1140 Khatian No.876 of Mouza Chandpore J.L.No.41 in Touzi No.331 B I Pargana Khaspore Thana Tollygunge Sub Registry Office Alipore in the District of Twenty four Parganas and delineated in the plan hereto annexed and bordered pink thereon and the said plot No.31 is butted and bounded in the manner following, that is to say, on the North by plot No.35 formed out of said premises on the South by twenty feet wide road on the East by plot No.32 formed out of the above premises No.111 Russa Road South and on the West by plot No.30 formed out of the said premises No.111 Russa Road South.

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.
3. Settlement Khatian No.876 of Mouza Chandpore.

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 *Gopinath Lal Banerjee and Lachminarayan Moudra* two of its Directors in the presence of:

*Gopinath Anand Das Jha*  
*Plene. Cal. S.C. Court*

*Mouindra Nath Mukherjee*  
*10, Mysore Road,*  
*Calcutta*  
*of*



*Gopinath Lal Banerjee*  
*Director.*

*Lachminarayan Moudra*  
*Director.*

Received of and from the withinnamed purchaser the sum of Rupees Four thousand Nine hundred and Eighty five and annas five only being the full consideration money with ~~in~~ expressed to have been paid by her to us as follow:-

Rs.4,985--5--0

MEMO of CONSIDERATION:

- By *₹ 2000/-* money paid on 15<sup>th</sup> November 1944 ₹ 101-00
- By Cheque no *₹ 47282* on Union Bank of Bengal Ltd. dated 23<sup>rd</sup> December 1944 ₹ 1284-5-0
- By amount received under a Security Bond of *₹ 4000/-* dated *15/11/44* with *₹ 3600/-* as entered by her *₹ 3600-00*

Total *₹ 4985-5-0*

Witness:-

*Gopinath Anand Das Jha*  
*Mouindra Nath Mukherjee*

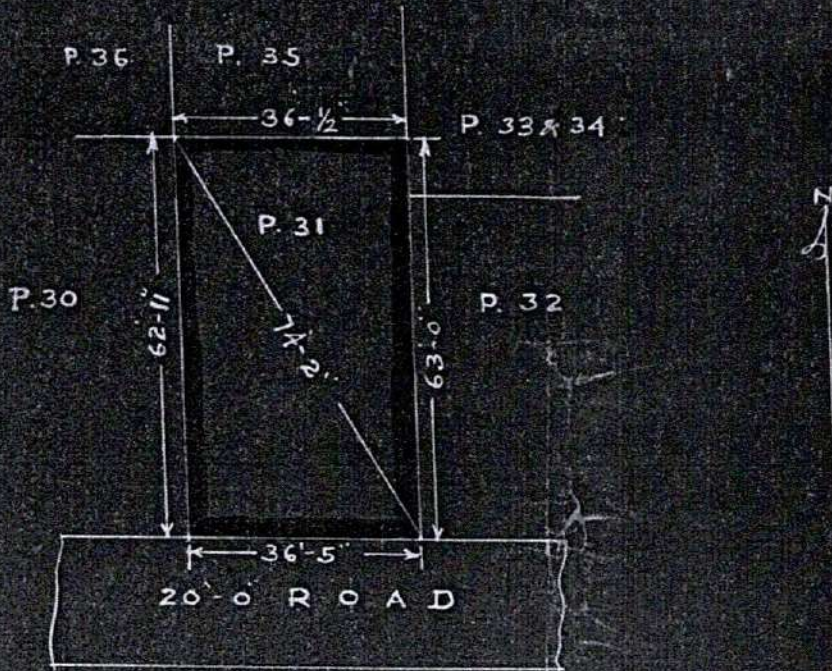
*Gopinath Lal Banerjee*  
*Director.*

*Lachminarayan Moudra*  
*Director.*



PLOT N<sup>o</sup> 31 OF III RUSSA ROAD, SOUTH.  
 PART OF DAG N<sup>o</sup> 1140 OF MOUZA CHANDPUR  
 SCALE 30'=1"

AREA. K. CH. SF<sup>2</sup>  
 3 - 2 - 29



*Drawn by D. C. Das  
 Assistant*



THE CALCUTTA CO. LTD.  
*K. M. Narayan*  
 Director

THE CALCUTTA CO.  
*[Signature]*  
 Director

