

I-2599



P 2915

Admissible under Rule 21 and also under section 18 or 12 of the Bengal Tenancy Act VIII of 1885 and amendment Act 1928.

Duly stamped under the Bengal Stamp Act 1922 Schedule I A No. 23

CALCUTTA COLLECTORATE

Cost of transmission fee Rs. 1/4
Process fee

Total..... 1/-
Paid in court fee stamp 2/4

Fees paid as under

226/-
21/-
226-1245
40/5

Registering Officer

28-28

T H I S I N D E N T U R E made this Ninety Eighth day of June One Thousand Nine Hundred and Thirty-eight B E T W E E N THE REGENT ESTATES LTD., a Company incorporated under the Indian Companies Act VII of 1913 and having its registered office at No. 7, Lyons Range in the town of Calcutta hereinafter called "the Vendor" (which expression shall unless excluded by or repugnant to the context mean and include its successors) of the One Part A N D TRIBHOVAN JUGMOHAN son of Jugmohan Ramchand dec'd in Calcutta aforesaid Jain Merchant hereinafter called "the Purchaser" (which expression shall unless excluded by or repugnant to the context mean and include his heirs executors administrators and assigns) of the Other Part: W H E R E A S by a Conveyance dated the 9th January 1937 and made between the Regent Park Syndicate Ltd. (in Liquidation) of the first part William Hunter and William Scarth Carlisle Tully the then Official Liquidators of the said Regent Park Syndicate Ltd. (in Liquidation) of the second part Ghanshandas Loyalka of the third part and the Vendor of the fourth part ALL THAT the Mokrari Mourashi land hereditaments and premises containing an area of about 205 Bighas more or less - excepting a piece of land acquired by the Government under the Land Acquisition Act for an aerial station in Mouza Shibpur Towji No. 151 Thana Tollygunge Pargana Khaspur in the District of 24-Parganas and more particularly described in the Schedule thereunder written were - conveyed to the Vendor subject to the payment of the rent which was payable at the rate of Rs. 3/- per Bigha and performance and observance of the conditions covenants and stipulations contained in an Indenture of Lease therein recited and dated the 28th. day of June 1930 between Rai Bahadur Dwarka Nath Chakravarty of the first part The Regent Park Syndicate Ltd. (in Liquidation) of the second part and Francis Edward Winnill and Robert Stephenson Haddon the then Official Liquidators of the said Regent Park Syndicate Ltd., (in Liquidation) of the third part and on the terms and conditions contained in the said Conveyance dated the 9th. January 1937 AND WHEREAS the Vendor has for the purpose of sale of the said land divided the same into plots and has made roads in order that - purchasers of such plots may build residential houses thereon AND WHEREAS the Purchaser has agreed to purchase and the Vendor has agreed to sell the plot which is numbered by the Vendor for the purpose of sale as aforesaid as Plot No. 16 more particularly described in the first schedule hereunder written and delineated and coloured red in the Map or Plan annexed hereto at and for the price of Rs. 5,500/- (Five thousand and five hundred) per Bigha AND WHEREAS upon measurement the said plot No. 16 has been found to contain an area of 2 Bighas 3 Cottahs and 34 Sq. feet and the price thereof has been fixed at

1842

Arbit
N 21
1245

40/5

Arbit

Arbit

Arbit

1245

Arbit

Arbit

at Rs. 11,842/- (Eleven thousand Eight hundred and Forty-two) NOW THIS INDENTURE --
WITNESSETH that in pursuance of the said agreement and in consideration of the sum
of Rs. 11,842/- (Eleven thousand Eight hundred and Forty-two) paid by the Purchaser
to the Vendor on or before the execution of these presents (the receipt whereof the
Vendor doth hereby admit and acknowledge and of and from the same and every part -
thereof do hereby release discharge and acquit the Purchaser) the Vendor doth hereby
Grant convey transfer assure and assign unto the Purchaser ALL THAT the said piece or
parcel of land hereditaments and premises in Village Shibpur Towji No. 151 (now num-
bered 151/2 after the opening of the separate account) Thana Tollygunge Pargana --
Khaspur in the District of 24-Parganas and more particularly described in the first
Schedule hereunder written and delineated and coloured Pink in the map or plan --
annexed hereto OR HOWSOEVER OTHERWISE the said piece or parcel of land hereditaments
and premises are or is heretofore were or was situate butted bounded called known
numbered described and distinguished TOGETHER WITH all passages paths sewers drains
water courses pipes roads lights liberties easements and appurtenances whatsoever
and in particular the right to the use of the roads paths and ways formed out of the
land acquired under the said Conveyance dated the 9th January 1937 and also of all
drains and pipes hereafter to be laid out in the said land AND ALL the rights bene-
fits and privileges given to or reserved for the Lessee under the said Indenture of
Lease dated the 28th. June 1930 in so far as they appertain the said piece or parcel
of land hereditament and premises hereby conveyed AND ALL the estate right title
property claim and demand whatsoever of the Vendor in to and upon the said piece or
parcel of land hereditament and premises AND ALL deeds patnahs documents muniments
of title solely relating to the said piece or parcel of land hereditament and --
premises and each and every part thereof TO HAVE AND TO HOLD the said piece or --
parcel of land hereditament and premises hereby assured and transferred or expressed
or intended so to be unto and to the use of the Purchaser absolutely and for ever
subject to the payment of rent at the rate of Rs. 3/- per Bigha in respect thereof
payable to the Proprietor of the Towji and performance and observance of the condi-
tions and covenants of the Lease under which the said land hereditament and premises
are held so far as those conditions and covenants are applicable to and relate to
the portion of the land comprised in the said Plot No. 16 hereby transferred and the
Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or
thing by the Vendor done or executed or knowingly suffered to the contrary it hath
good right full power and absolute authority to grant convey and transfer the said
piece or parcel of land hereditament and premises hereby granted or expressed so to
be unto and to the use of the Purchaser in the manner aforesaid AND that the Purchaser
shall and may at all times hereafter peaceably and quietly enter into and upon and
hold possess and enjoy the said piece or parcel of land hereditament and premises and
receive the rents and profits thereof without any lawful eviction interruption claim
or demand whatsoever from and by the Vendor or any person or persons lawfully or --

all encumbrances whatsoever made and suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said piece or parcel of land hereditament and premises or any part thereof from under or in trust for the -- Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further and more perfectly assuring and transferring the said piece and parcel of land hereditament and premises and every part -- thereof unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser shall or may be reasonably required AND the Vendor doth hereby further covenant with the Purchaser that the Vendor shall and will unless prevented by fire or by some other -- inevitable accident from time to time and at all reasonable times hereafter and upon every request and at the costs of the Purchaser produce or cause to be produced unto the Purchaser his Solicitor or agents or as the Purchaser shall direct at any trial hearing commission examination or otherwise as occasion shall require the deeds and documents mentioned in the Second Schedule hereunder written AND the Vendor doth also covenant with the Purchaser that it will pay or cause to be paid to the person for the time being entitled thereto the rents and all other sums and shall perform and observe the conditions covenants and stipulations on the part of the Lessee to be paid performed and observed under the said Indenture of Lease dated the 28th. June 1930 and shall keep the Purchaser indemnified against all actions claims demands costs and expenses by -- reason of the non-payment of the rent or non-observance and non-performance of the -- covenants conditions and stipulations on the part of the Lessee to be paid observed and performed under the said Indenture of Lease dated the 28th June 1930 and against all losses damages and expenses which the Purchaser may be put to in consequence thereof.

The FIRST SCHEDULE above referred to.

A L L T H A T the Mokrari Mourashi land measuring 2 Bighas 3 Cottahs and 44 Sq.feet more or less being Plot No. 16 of the Vendor situate in village Shibpur Towji No. 151 (separate account No. 151/2) of the Collectorate of 24-Parganas Thana Sedar Tollygunge Sub-Registration office Alipore Pargana Khaspur in the District of 24 Parganas and comprised in the following cadastral survey plots and Khatiens namely :-

Cadastral Survey Plots Nos.	Khatiens Nos.
768	55
767	56
765	155
430	55
429	55

in respect of a proportionate rent of Rs. 6/14/6 is payable to the Proprietor Rai Behadur Dwarka Nath Chakravarty and butted and bounded as follows that is to say on the North by Plot No. 7 on the East by a 40' wide road of the Vendor on the South by Moores Avenue and

on the West by Plot No. 17. The above plot is comprised in the game for which a sum of Rs 65/- is annually payable to Rai Mr. Dwarka Nath Chakravarty of The 107 Ishwari Kalyani Road Bhawanipur Tollygunge



The SECOND SCHEDULE above referred to.

1. Original Mokrari Mourashi Patna dated 28th. June 1930 between Dwarika Nath Chakravarty of the first part, Regent Park Syndicate Ltd. (in liquidation) of the second part and F. E. Winmill and another of the third part.
2. Original Deed of Rectification dated 19th. December 1935 between Bai Bahadur Dwarika Nath Chakravarty of the first part, Regent Park Syndicate Ltd. (in liquidation) of the second part and W. Hunter and another of the third part.
3. Original Agreement dated the 15th. June 1936 between Regent Park Syndicate Ltd. (in liquidation) and Ghanshaldas Loyalka.
4. Order of the High Court of Calcutta made in the Matter of Indian Companies Act and in the Matter of Regent Park Syndicate (in liquidation) dated the 31st. July 1936.
5. Original Conveyance dated 9th. January 1937 between Regent Park Syndicate Ltd. (in liquidation) of the first part, William Hunter and another of the second part, G. D. Loyalka of the third part and Regent Estates Ltd. of the fourth part.

IN WITNESS WHEREOF the common seal of the Company has hereto been affixed the day and the year first above written.

THE COMMON SEAL of The Regent Estates

Ltd., is hereto affixed by Parants
Sole Mmanta on the Director
of the Company in the presence of:
 Subodh Kumar Chakravarty
 Attorney at Law
 of from Messrs. Chakravarty
 first to Messrs P. S. Hinduja Partners
 Solicitors Calcutta

Parants
 Messrs. Hall & Partners
 Solicitors
 B. R. Sengupta (firm)
 By Mr. Sengupta
 Partners
 Managing Agents

Received of and from the within named purchaser
 the sum of Rupees Eleven thousand Eight Hundred and Fifty two
 being the consideration money above agreed to have been
 paid by the purchaser to the vendor.
Memo of Consideration

One cheque No. CXV 922540 dated the 28th June 1938
 drawn by Messrs Kachajee & Co in favour of the purchaser
 and by the latter endorsed in favour of the vendor
 on the Central Bank of India for _____
 Rupees Eleven thousand Eight Hundred and Fifty two only.
 Earnest money paid by the purchaser on the 3rd May 1938
 to the Vendor's Agent, Messrs Sanket & Co _____
 Rs 10,632-
 Rs 1,210-
 Total — Rs 11,842-
 By the Vendor's Agent, Messrs Sanket & Co

Rupees Eleven thousand Eight Hundred and Fifty two only.

Nishitoo
 Subodh Kumar Chakravarty
 Messrs. Chakravarty
 Messrs. Hall & Partners
 Messrs. Sengupta

Presented for Registration
at 2.30 P.M. on the 28th
day of June 1938 at the

Survey Registration Office at

Alipore by Basant Lal
Munera Ka one of the

Exercent of Claimant
attorney for

under a power of
attorney No. for 19
authenticated by the Suo-

Signature of

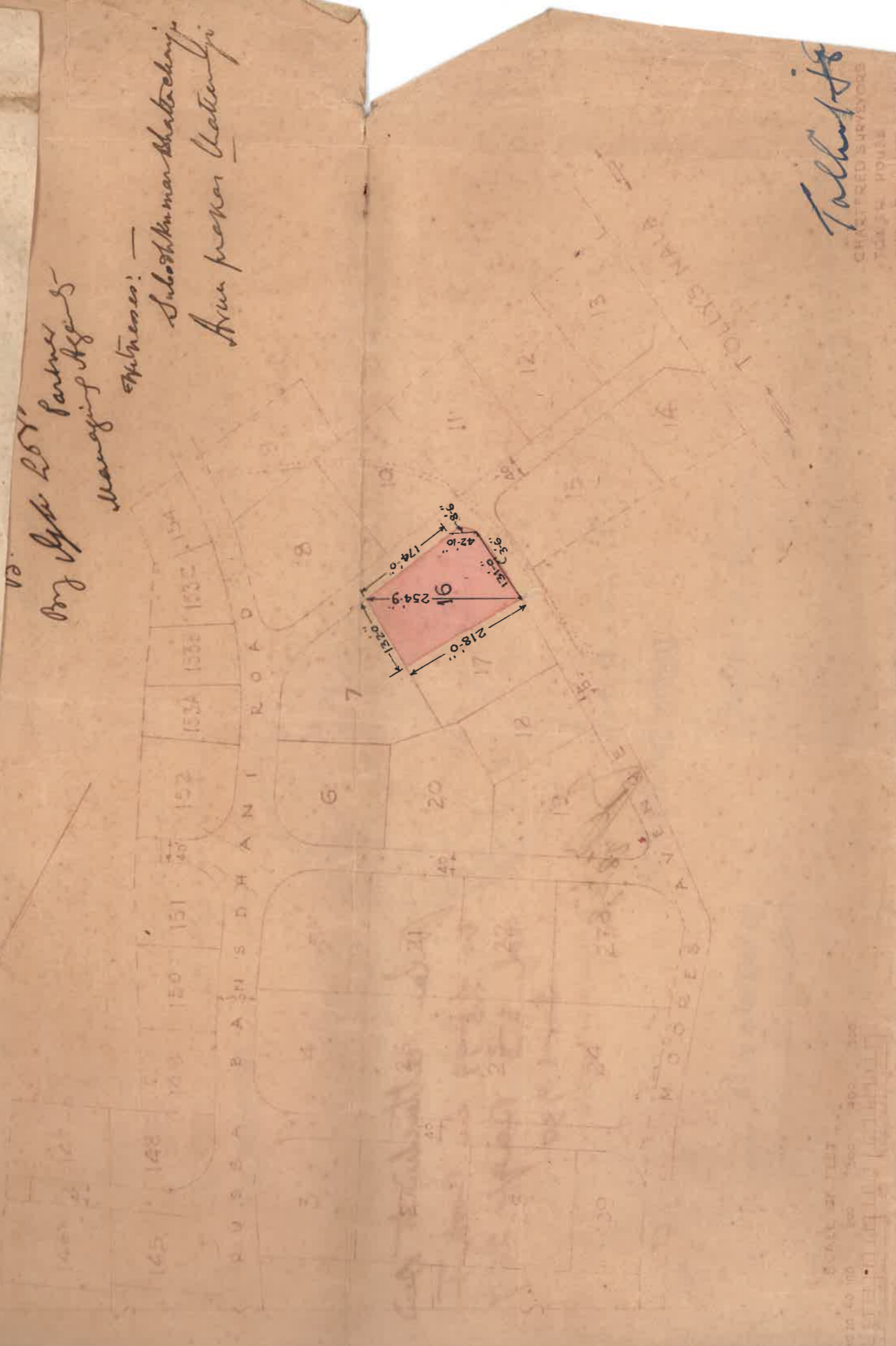


Basant Lal
District Sub-Office, Alipore

By 10/11/38 Partner
Managing Agents

Witnesses: -

Subodh Kumar Bhattacharya
Arun Prasad Chatterjee



1. J. ...

District Calcutta
By case Agomda

Basant Lal (one of the
Exercent of Claimant) managing agent of Basant Lal
Basant Lal limited,

Basant Lal
As partner of B. R. Doyal managing
Agency
of B. R. Doyal
of Basant Lal

Talukdar
CHARTERED SURVEYORS
TOLLAH HOUSE
CHOWK, SINGHEE SQUARE

The SECOND SCHEDULE above referred to.

... June 1930 between District India

... of the



District Sub-Registrar,

B. R. Sengera
28/5/38

*See attached to B. R. Sengera
no 25-99 in Book I
Vol 573 Page 267
Jan 1938*

Our cheque No CX1 922540 has
been drawn by Messrs Kalyani & Co in favour of
and by the latter endorsed in favour of the Vendor
on the Central Bank of India & Co for
Amount money paid by the purchaser on the 3rd May 1938
to the Vendor's Agent, Messrs Sallet & Co

Rs 10,632

Rs 1,210

Total — Rs 11,842

By Messrs Sallet & Co
Eight Hundred and Sixty two only.

B. R. Sengera

By Mr. Sallet

Nishce:
Subbathmanthalar
Arunachal Katti

Presented for Registration
at 2.30 P.M. on the 28th
day of June 1938. at the



Sub-Registration Office at
Bangalore by Basant Lal
Munarkka son of ...
Executant of Claimant

attorney for
under a power of
attorney No. for 19
authenticated by the Suo-

Registrar of
Basant Lal Munarkka
District Sub-Registrar.
28-6-38

Executant is admitted by

Basant Lal

son of Munarkka

Munarkka

of Linganna Range

Thana Calcutta

By caste Ajgavala

by profession Regent Solati Limited

Basant Lal Munarkka
1. D. Munarkka

Jointly by

Arjun Prakash Chhannaji

Son of Munarkka P.D. Khimati Sunka & Co

of Solicitors of 6 old post office

Thana Dist. Calcutta

By caste Annipaka Chhannaji

Arjun Prakash Chhannaji
District Sub-Registrar.
28-6-38

Executant is admitted by

P. D. Khimati

son of Shyamasundar

Shyamasundar of
Linganna Range

Thana Calcutta

By caste Ajgavala

by profession Munarkka
Munarkka (firm) Managing agent of Regent Solati
Regent Solati Limited

Basant Lal Munarkka P. D. Khimati Sunka Solicitors of 6

Old Post Office Street, Calcutta

P. L. MULLICK & CO.
SOLICITORS.

Handwritten notes in the top right corner.

CONVEYANCE.

TRIBHOVAN JUGMOHAN.

And

THE REGENT ESTATES LTD.

Between

On the 28th day of June 1938.

11031



Handwritten notes at the bottom right, including '9-99 (62-67)' and '12-169 N.S. (62-67)'.



District Sub-Registrar.

Handwritten number 38628.



Handwritten signature and number 8-7-38.

Book No. *1*
Volume No. *53*
Pages *265 to 272*
Being No. *25-99*
For the year 1938.

Handwritten notes: 'or 11' and '6/2/38'.