

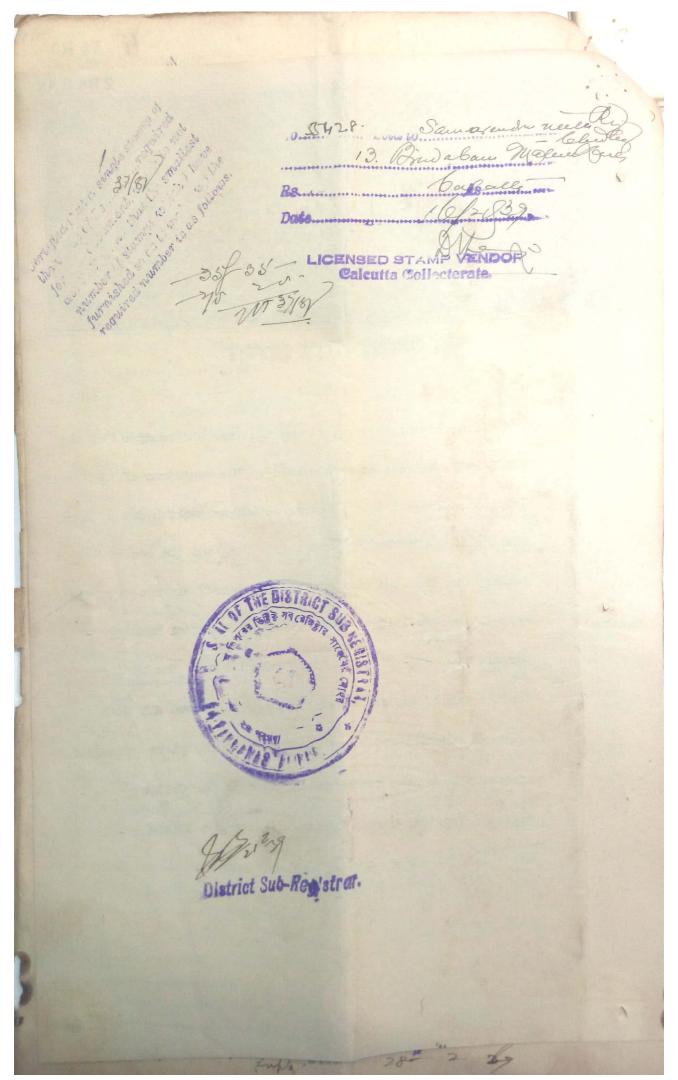




द्वी रुपणा जुणा र जुणाना

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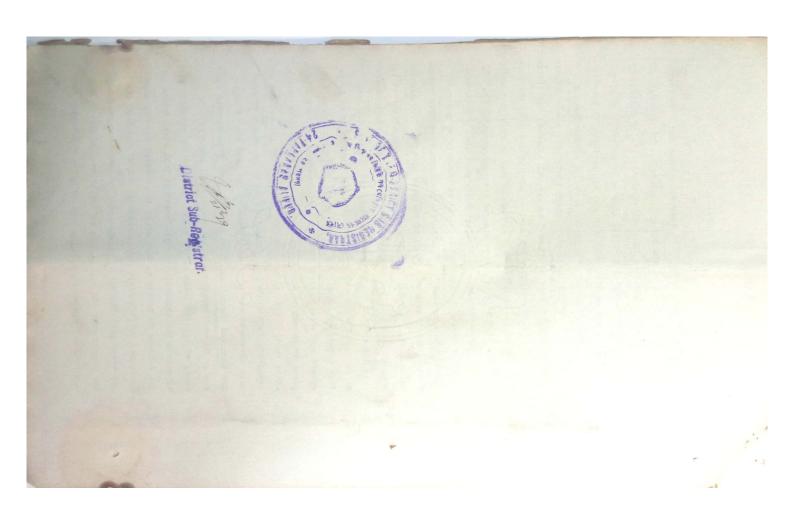
executors, administrators, representatives and assigns) of the
OTHER PART Whereas at a sale held by the Registrar of High Court
Calcutta, pursuant to the decree dated the twelfth day of April
One thousand nine hundred and thirty five and the second day of
January One thousand nine hundred and thirty six respectively
made in suit No.1618 of 1934 (Hongkong Shanghai Banking Corporation -vs- Birendra Singh Jahuri & ors) the Vendors
for the sum of Rupees Seventy thousand purchased ALL THAT
messuage tenement and house together with the piece of parcel
ofrevenue free land containing an area as per Collectorate Register Fourteen Bighas Eleven Kottas Eight Chittaks and Thirty- eight Square Feet but -



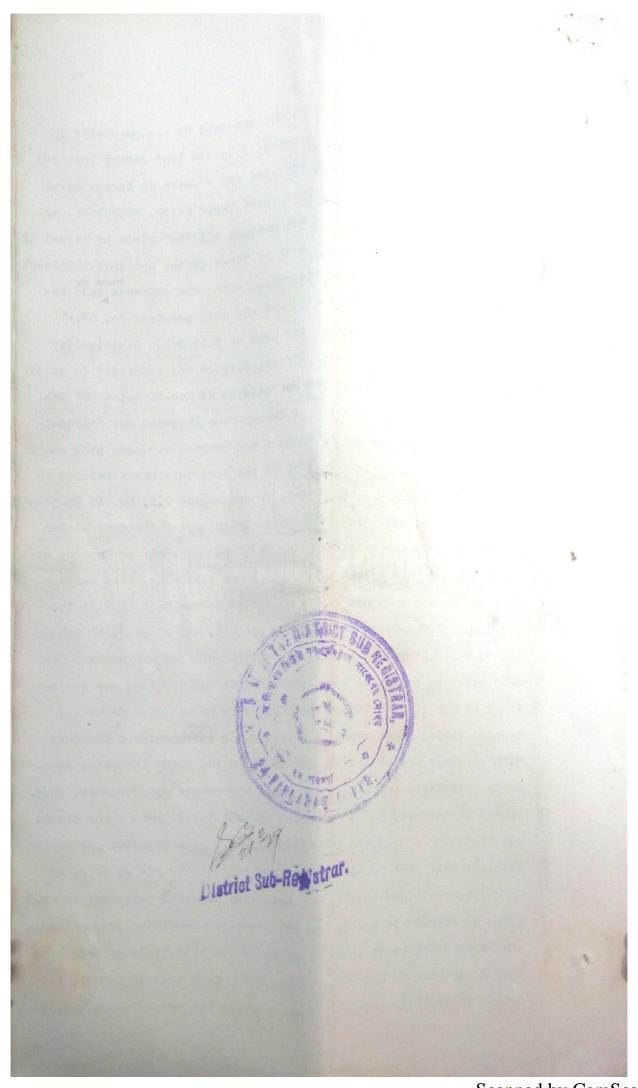
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but on measurement found to be fourteen bighas and seventeen cottas situate lying at and being premises No. 36 (formerly No. 18) Prince Rahimuddin Lane within the limits of Tollygunge Municipality Sub-Registry Office Alipore comprised in Holding Nos. 40, 41 and 42 (formerly 48/B and 48) Division VI Sub-Division "S" Dihi Panchannagram in the District of Twenty-four Parganas AND WHEREAS the vendors after their purchase as aforesaid divided the said premises into several separate and distract plots of land AND WHEREAS the vendors have agreed with the purchaser for the absolute sale to thim of one of such plot being plot No. 44 and forming a portion of the said premises No. 36, Prince Rahimuddin Lane hereinafter fully described and intended to be hereby granted and conveyed at the rate or price of Rupees Seven hundred and Twenty-five per cotta free from encumtrances AND WHEREAS the price of the said plot No. 44 measuring three cottas and four chattacks 14 Sq. Ft. at the aforesaid rate amounts to Rupees Two thousand three hundred and seventy annas five AND WHEREAS the vendors are absolutely seised and possessed of or are otherwise well and sufficiently entitled as an absolute estate of inheritance in fee simple in possession or an estate equivalent hereto free from all incumbrances to the said piece or parcel of land being plot No. 44, as aforesaid hereinafter fully described and intended to be hereby granted and conveyed NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rupees Two thousand three hundred and seventy annas five whereof the sum of Rupees Seven hundred and seventy and annas five of lawful money of British India to the vendors paid by the purchaser, on or before the execution of these presents (the receipt whereof the vendors do hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof do hereby acquit release and discharge the purchasers) and the payment of the balance of Rupees One thousand and six -hundred being secured under a Security Deed

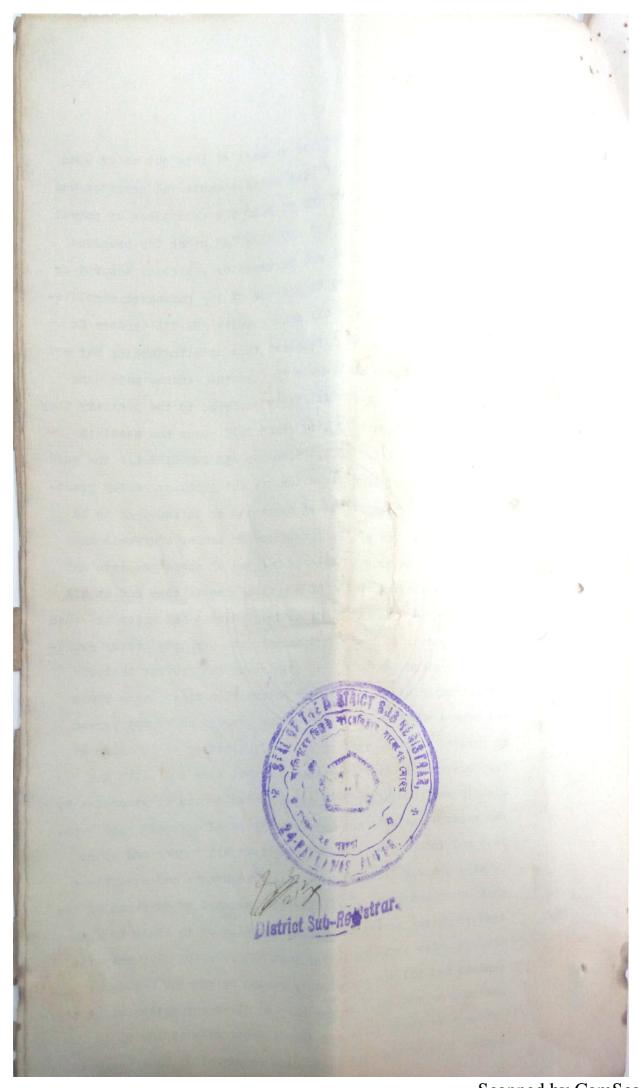


of even date with these presents and executed by the purchaser in favour of the vendors creating charge upon the land hereby intended to be granted transferred and conveyed the vendors do hereby grant transfer and convey unto the purchasers their heirs, executors, administrators, representatives and assigns ALL THAT piece of parcel of rent free land containing and area of Three cottas and Four Chittacks and fourteen square feet corresponding with .054 satangsa less being plot No. 44 forming a portion of the said premises No. 36, Prince Rahimuddin Lane Within the area of Tollygunge Municipality Thana Tollygunge Sub-Registry Office, Alipore and comprised in Touzi No. 1298 in Holding Nos. 41 and 22 Division VI Sub-Division "S" Dihi Panchannagram in the District of Twenty-four Parganas and delineated in the map or plan hereto annexed and thereon bordered pink and x the said plot No. 44 is described in the last settlement records as comprised in Mouza Kanklia Pargana Panchannagram J.L. No. 40 Khatian No. 399 Dag No. 424 which is Madhyasattyadhikari Chirasthai Niskar under the Collector of Twenty-four Parganas on behalf of Emperor of India and butted and bounded in the manner following, that is to say, on the North by new 20 ft. wide road on the East by Plot No. 44A verdors' Scheme on the South by plot No. 44B of vendors' Scheme and on the West by new 16 ft. wide Road OR HOWSOEVER OTHERWISE THE said piece or parcel of land hereditaments and premises now are or is or at any time or times heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER with all ways drains and ALL AND SINGULAR the right liberties easements privilages paths passages walls appendages appurtenances whatsoever to the said piece or parcel of land hereditaments and premises belonging or reputed to belong to or anywise appertaining to or with the said plot No. 44 or any part thereof now are or is or at any time heretofore were or was held used occupied possessed or enjoyed or reputed to belong AND the reversion remainder or remainders yearly or other rents issues profits of the said piece or parcel of land hereditaments and premises and every part thereof AND All the estate right title interest property claim and demand whatsoever both



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both at law or in equity of the vendors of into out of or upon the said piece or parcel of land hereditaments and premises and every part thereof TO HAVE AND TO HOLD the said piece or parcel of land hereditaments and ALL AND SINGULAR other the premises hereby granted transferred and conveyed or otherwise assured or intended so to be unto and to the use of the purchaser absolutely and for ever free from all encumbrances AND THE vendors do hereby covenant with the purchaser that notwithstanding any act deed matter ortthing whatsoever by them the vendors made done committed or knowingly or willingly suffered to the contrary they the said vendors now have good right full power and absolute authority to grant convey and transfer ALL AND SINGULAR the said piece or parcel of land hereditaments and premises hereby granted conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser in manner aforesaid and according to the true intent and meaning of these presents AND THAT the purchaser shall and may from time to time and at all times hereafter peaceably and quitely possess and enjoy the said piece or parcel of land hereditaments and premises hereby granted and received and take the rent issues and profits thereof without any hinderance eviction inturuption disturbance claim and demand whatsoever from or by the vendors or by any person or persons now or hereafter equitably claiming or to claim by from under or in trust for them AND that free and clear and clearly and absolutely discharged or exonerated or otherwise by the vendors and well and sufficiently saved defended kept harmless and indemnified of from or against all former and other estates charges liens encumbrances attachments and executions whatsoever had made done executed occasioned or suffered by the vendors or any person or persons claiming or to claim by from through under or in trust for them AND moreover that they the vendors and all and every other person or persons having or claiming or who shall or may have or claim any estate right title interest property claim and demand whatsoever at law or in equity into or upon the said piece or parcel of land heredita-



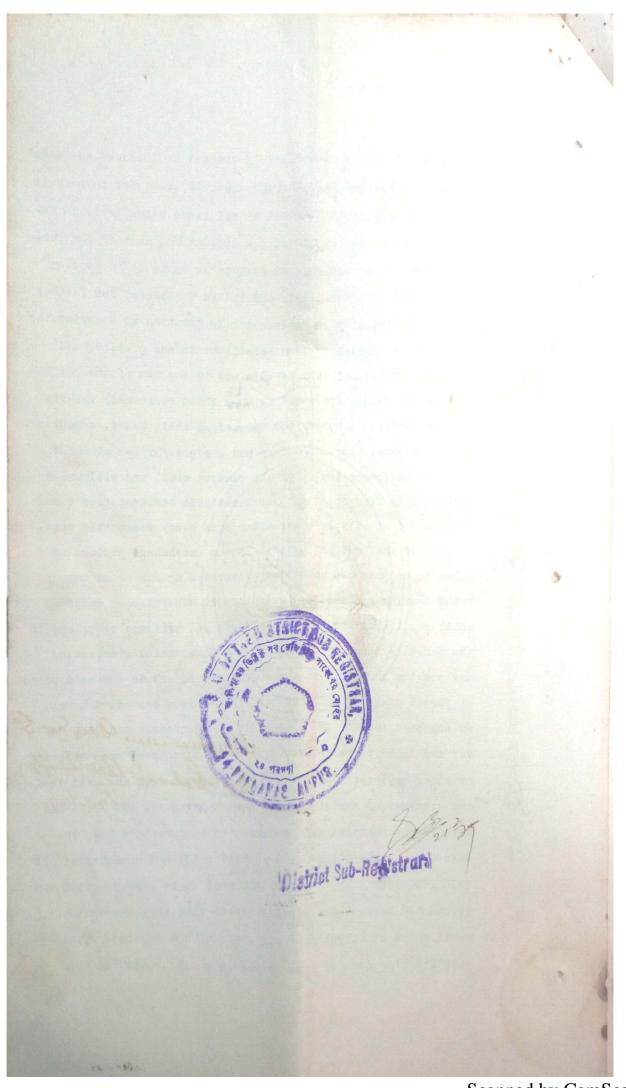
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hereditaments and premises hereby granted or intended so to be or any part thereof from through under in trust for them shall and will from time to time and at all times hereafter upon every reasonable request and at the expense and cost of the purchaser make do acknowledge or execute or cause to be done or executed all such acts deeds and things whatsoever for further and more effectually or satisfactorily granting or assuring the said piece or parcel of land hereditaments and premises and every part or parcel thereof unto and to the use of the purchasert in the manner aforesaid as they shall reasonably require and the vendors do hereby for themselves their heirs, executors, administrators, representatives and assigns further covenant with the purchaser that they the vendors 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 and expense of the purchasers produce or cause to be produced unto thetr Attorneys agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings comprised in the Schedule hereunder for manifesting maintaining defending and proving the title of the purchasers to and in the said piece or parcel of land hereditaments and premises comprised herein or any part thereof AND also at the like request and cost deliver and cause to be delivered unto the purchasers such attested or other copies or abstracts of or extracts from the said deed and writings or any of them as they may require AND shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled AND THIS INDENTURE FURTHER WITNESSETH that it is hereby agreed and covenanted between the parties hereto that they the vendors shall build construct at their own cost and expenses within a

year from the date of these presents public roads fit for

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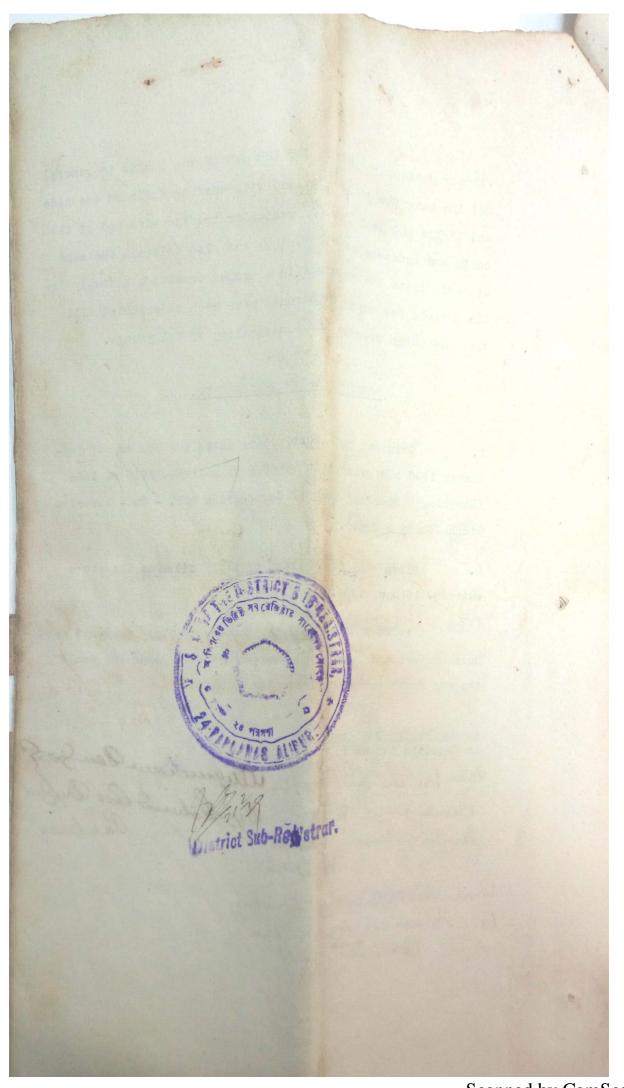
fit for vehicular traffic for the use of the public in general and the same should be provided with surface drain on one side and lights and kept fit for vehicular traffic with and at the costs and expenses of the vendors and also maintain the same at their costs and expenses in a proper condition suitably for the purpose for which such roads have been constructed till they are taken over by the Municipality of Tollygunge.

SCHEDULE ABOVE REFERRED TO.

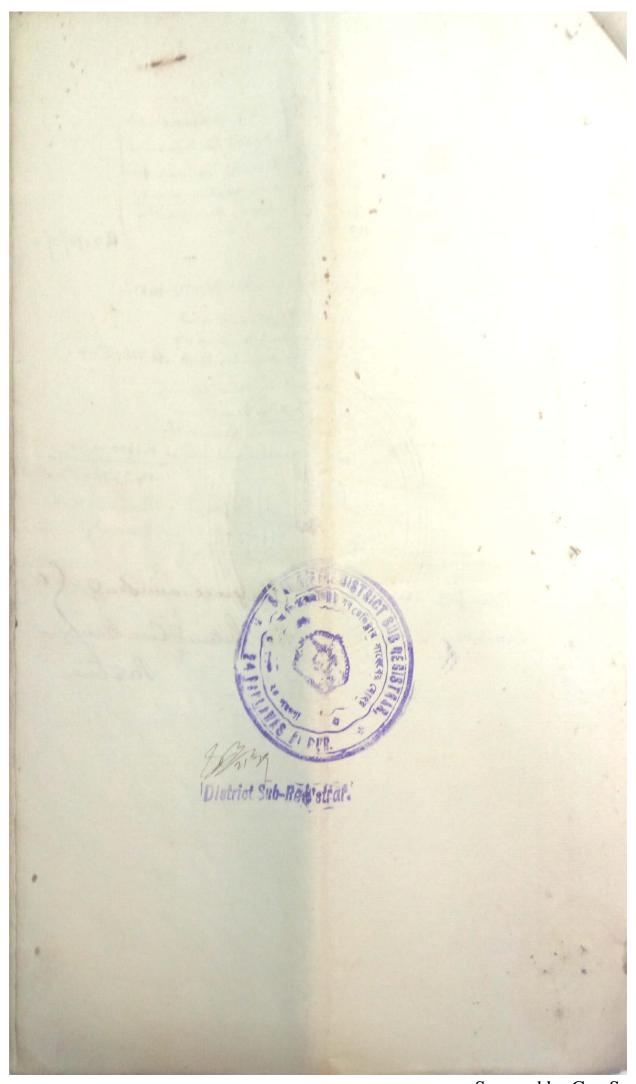
- Original Sale certificate dated the 3rd day of September 1936 and granted to vendors in suit No. 1618 of 1934 (Hongkong & Shanghai Banking Corporation Ltd. - Vs - Birendra Singh Johury & Ors.).
- Plain copy of Abstract of title filed in the above suit No. 1618 of 1934.

IN WITNESS WHEREOF the Vendors to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.

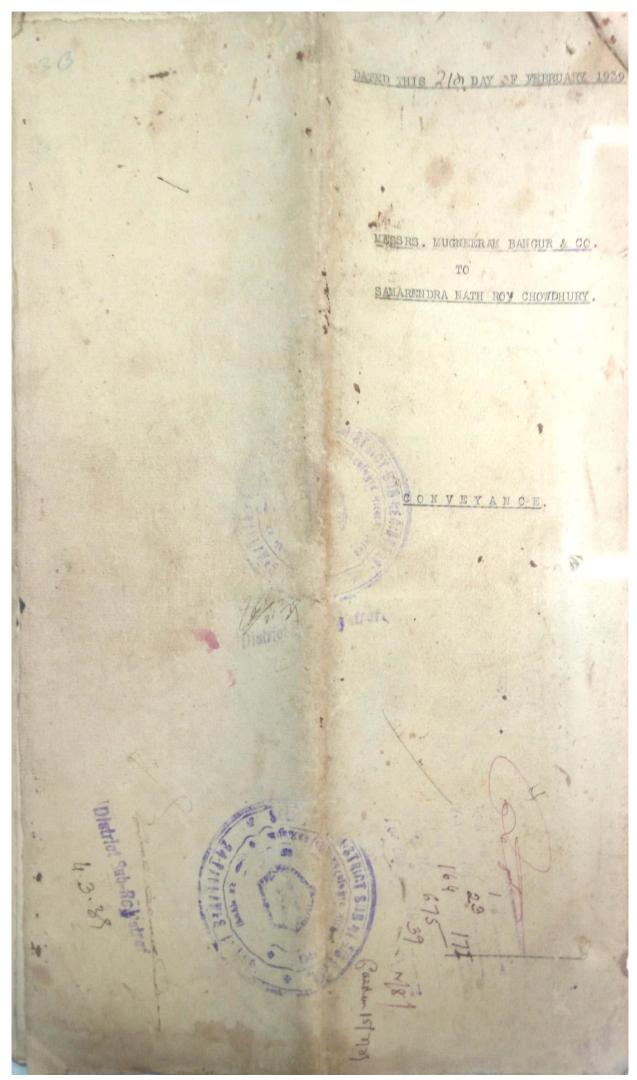
SIGNED SEALED AND DELIVERED at Calcutta in the Presence of :-Please une tomm By Golier Parlier Jailier Jailier



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MUGNEERAM BANGUR & CO.
LAND DEPARTMENT.
65, BANSTOLA STREET,
Calcutta, 26-8- 1939.
Received from Samrendranath Day chowolhury
the sum of Rs. 549/14/- (Rupees twehundred fortynine annas tortes
only being interest Rs. 49-14-0 rincipal Rs. 500-0-0 in respect of security deed of plot
No. 44 of premises No. 36 Prince Rahimudin sane
Kania Call Muchhait
Rs. 549/14/-
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