

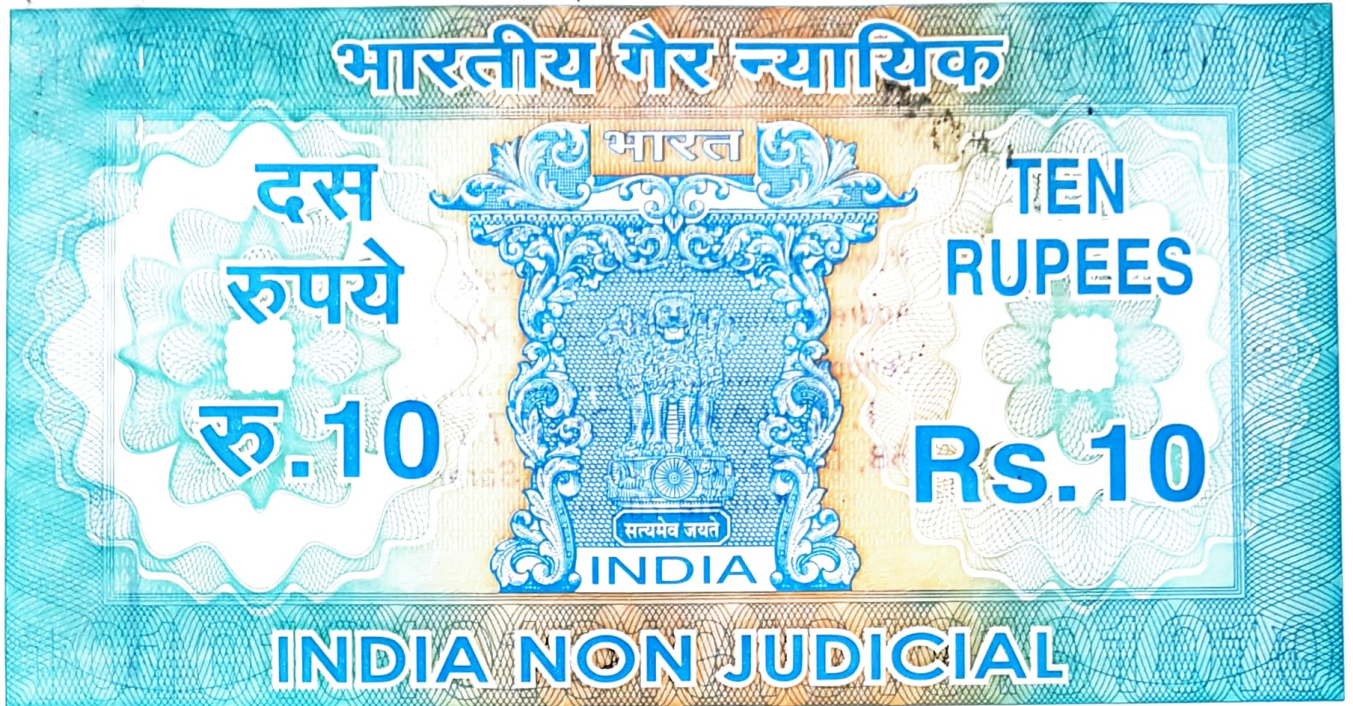
S.R. Sealidaha
Book I

Vol 38

Page 121
T28

deed No - 1688

Feb 1945



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

19729

G(a).....	42AB 292164
G(b).....	9.50
Xerox.....	6.00
Plan.....	24.00
Total.....	250.00
	<hr/>
	284.50

COST OF FEES S.R. DAS.

Name.....	2.00
F (i).....	2.00
F (ii).....	4.50
G (a).....	6.00
G (b).....	24.00
Xerox.....	250.00
Plan.....	10.00
Stamp.....	10.00
FS.....	
Total.....	<hr/>
	308.50

Record Keeper
South 24-Parganas
9.12.19

A. D. S. R. Records, Alipore
South 24 Parganas
18/12/2019



S.R. Sealidaha
20/12/19

- 1 NOV 2019

669017

.....RS.....
Name:- ARJUN GOPE, Advocate
Address:- Alipur Police Court, Kol-27
Vendor:.....
I. CHAKRABORTY
6B, Dr. Rajendra Prasad Saran
Kolkata-700 004

Handwritten notes and stamps in the left margin, including some illegible text and a small circular stamp.

COST OF FEES

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Handwritten signature and text at the bottom right of the page.

cash
 31-8-43

5-00
 100
 5-75
 9
 8
 25

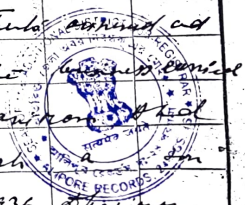
in special
 the stamps affixed
 25-5-43
 the collector

under the Indian Stamp Act
 1911. Stamp duty
 the Indian Stamp Act 1899
 by Act III of 1922
 As. S. additional duty paid
 the Calcutta Improvement Act
 As. S. paid in excess
 679-4-5-
 Paid Rs. 82-
 50 Rs. 2-
 Total Rs. 84/-

J.K. Banerjee
 Sub-Registrar of Bahadur
 29-8-43

This Indenture made this 29th day of August in the year of Christ one thousand nine hundred and forty-five Between Ram Hiralal Shah Son of Ramdin Shah deceased - residing at no. 77 Kailash Bazar Street in the town of Calcutta of caste Kshatriya and of occupation Merchant (hereinafter called "the said vendor") of the one part and Maharani Shah widow of Badli Ram son deceased residing at no. 75 Kailash Bazar Street in the town of Calcutta of caste Kshatriya and of occupation Grocer (hereinafter called "the said purchaser") of the other part Whereas by an Indenture of conveyance bearing date the 20th day of April 1923 and made between the corporation of Calcutta therein described of the one part and Ramabalar Shastri therein described of the other part the said corporation of Calcutta for the consideration there mentioned sold granted and conveyed unto the said Ramabalar Shastri one piece or parcel of land containing an area of 6 bighas 7 chittaks and 8 square feet being Lot no. 23 in Ward No. III of the surplus (2nd Part) - 2 surplus lands in Raja's Bazar Street being then known as premises no. 77 Raja Bazar Street in the Municipal town of Calcutta and delineated in the map or plan there exhibited and therein coloured green and coloured the vendor was the sole proprietor of the said premises on the date hereof and he had by him under the name style and business of Ramabalar Shastri and he had alienated or or about the 10th day of March 1936 the said premises to the said vendor by a suit-bearing suit no. 395 of 1936 Shastri vs. Ramabalar Shah & others in the High Court of Judicature at

Plan is attached to this page 572



Presented for Registration
 at... 29th August 1945...
 day of August 1945...
 Seal of the Sub-Registry Office (or
 at Ram Aral Shah...
 claimant...
 attorney...
 executed in presence of...
 by the...
 of...

Ram Aral Shah in
 Hindi
 Sd/- J. K. Banerjee
 Sub-Registrar of Land Revenue
 29-8-45.

Execution is taken that
 Ram Aral Shah
 of 17 Kailash Bose Street
 Guwahati
 Kalwar (Hindi)
 from Mumbai.
 T. 9. 1966.
 Ram Aral Shah
 in Hindi

Fort within in Bengal in its ordinary original civil jurisdiction against the said vendor
 Shah Jee wife of the said vendor and Ramballi Shah, Shankal Shah, Mewalal Shah
 and Misra Lal Shah the other sons of the said vendor the last named two
 being then minors under the age of 18 years claiming inter alia of a declaration
 that the business carried on under the name and style of Ramabaler Shari
 Ram and the Properties including the said Premises No. 77 Raja Bhandar Street
 mentioned in the plaint are joint family Properties of the Parties in the said
 suit for partition and other relief and whereas in his written statement filed by
 the said vendor on or about the 26th day of January 1937 the said vendor
 stated that he was the sole proprietor of the business carried on under the
 name and style of Ramabaler Shari Ram and that the said business was not a
 joint family business and his sons had no share or interest in the same and
 whereas in the said written statement the said vendor denied that there was any
 joint family business or property as claimed by his son the said Shari Ram Shah
 and whereas by an order bearing date the 9th day of April 1936 and made
 in the said suit Mr. Girdhar Nath Mishra was appointed guardian ad litem of the
 minor defendants the said Mewalal Shah and Misra Lal Shah and whereas by another order
 made in the said suit on the application of the said Shah Jee the
 said Shah Jee was appointed the guardian ad litem of the said defendants Mewalal
 Shah and Misra Lal Shah and the said Mr. Girdhar Nath Mishra was discharged from



further acting as the guardian ad litem of the said minors and whereas by an order
 the said

Sd/- J. K. Banerjee
 Sub-Registrar of Land Revenue

7-9-1966

Said Sahadai was appointed the guardian ad litem of the said defendant Murali Shah and Rev. Swami Sah and the said Mr. Gaidyanath Mishra was discharged from

Ram Aratai Shah
in Hindi

Idun 2 find
Jatin chandra Nathi Borse
N. N. Borse
N. N. Borse
Bharata Chakraborty
Kajal Chatterjee
S. Jatin chandra Nathi Borse

Sd. Jatin Chakraborty
29-8-45

further acting as the guardian ad litem of the said minors and whereas by an order (see page) (3) order dated 11th day of May 1936 and made in the said suit - the disputes and differences between the parties in the said suit were referred to the arbitration of several gentlemen mentioned therein and whereas all the arbitrators - excepting Mr. Kamwardas Kedriwal made their award which was filed in the said suit - on or about the 17th day of July 1936 and whereas by an order dated the 21st day of August 1936 the said award made by the arbitrators other than the said Kamwardas Kedriwal was set aside and whereas the vendor filed an appeal against the said order dated 21st day of August 1936 in the said court in its appellate jurisdiction being appeal no. 2 of 1937 Ramabharati Shah vs. Dhaniram Shah + Ors.) and whereas certain terms of settlement signed by all the parties in the said suit and appeal were filed on the 20th day of August 1937 in-ol-a on the following terms. 1) This suit is dismissed. 2) The appeal shall be abandoned. 3) It is declared that the properties including the said premises no. 77 Raja Srinaha St. which are the subject matter of the said self acquired properties of the said vendor and he is the owner thereof and whereas on the said 20th day of August 1937 a decree was passed in the said appeal no. 2 of 1937 in terms of the settlement arrived at between the parties the said court being of opinion that it would be for the benefit of the minor defendants respondents that the decree should be made as



granting leave to the said question-ad-litem to compromise the said suit and the said Appeal and whereas the said vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled in fee simple to the said land hereditaments and Premises no. 77 Raja Dinkha Street herein often fully described and intended to be hereinafter conveyed and whereas the said vendor hath on the 26th day of August 1944 contracted and agreed with the said purchaser for the absolute sale to the said purchaser of the said hereditaments and the interest therein in fee simple free from encumbrances at or for the price or sum of Rs. 3000/- per catta on actual measurement and walk on the same (14-10-4) - 4- same day received from the said purchaser the sum of Rs. 1001/- as earnest money and in part payment of the purchase money and whereas the catta area of the said land hereditaments and Premises has by actual measurement been found to be 6 cattas 7 chillaitha and 8 square feet and the price thereof at the rate of Rs. 300/- per catta has been calculated at Rs. 19,345-13-4 (Rupees nineteen thousand three hundred forty-five annas thirteen pice four) now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Rupees 1001/- Rupees one thousand and one/- paid by the said purchaser to the said vendor as earnest money as aforesaid and in consideration of a further sum of Rupees 18,344-13-4 Rupees eighteen thousand three hundred forty-four annas thirteen pice four) of lawful money of British India in hand well and truly paid by the said purchaser to

the said vendor at or before the execution of this deed

1688
1945



Ruppes eighteen thousand three hundred forty-four annas thirteen Pies (four) of Bengal
money of British India in hand well and truly paid by the said Purchaser to

the said vendor at or before the execution of these presents making together the
whole of the purchase money of Ruppes 19,345-13-4 (Ruppes nineteen thousand three hundred
forty-five annas thirteen Pies four) the receipt whereof the said vendor doth hereby admit
and acknowledge and of and from the same and every part thereof doth hereby
acquit-release and for ever discharge the said purchaser his heirs executors administrators
representatives and assigns) the said vendor doth hereby grant convey transfer and assign
into the said purchaser his heirs executors administrators representatives and assigns all
that the piece or parcel of revenue redeemed vacant land containing by measurement
6 cottahs 7 chittails and 8 square feet in the same a little more or
less together with the walls standing thereon situated being at and being Premises no. 79
Raja Biranda Street in the Municipal town of Calcutta "Mansur Manicktala" sub-Registry local
in the district of 24-Parganas and bounded in the manner following that
is to say on the North of no. 79 Raja Biranda Street on the East
of Raja Biranda Street on the South of no. 75 Raja Biranda Street
the West by no. 2488 Upper Circular Road and delineated in the map
hereto annexed and therein enclosed within yellow border OR HOWSOEVER OTHERWISE THE SAID
land hereditaments (5th Part) (5) hereditaments and Premises or any part thereof
are or is or heretofore were or was situated bounded bounded called known -
described or distinguished together with all and singular the walls yards compounds ways
paths passages advantages of ancient or other rights rights easements commodities appendages and



appurtenances whatsoever to the said hereditaments and Premises belonging to or
 in anywise appertaining thereto or known as part parcel ^{held} or member thereof and
 the reversion and reversions remainders and remainders yearly monthly and other rents issues
 profits things and all the estate right title claim interest and demand whatsoever of
 the said vendor ^{of} into upon and out of the said hereditaments and Premises
 And Also all deeds Polls and evidences of title writings and muniments whatsoever relating
 to or concerning the same to have had to hold the same unto and to
 the use and behoof of the said Purchaser his heirs executors administrators repre-
 sentatives and assigns absolutely and for ever and the said vendor doth hereby for himself
 and his heirs executors administrators representatives and assigns covenant and agree
 to and with the said Purchaser his heirs executors administrators representatives and
 assigns that whosoever standing any yet deed matter or thing by the said vendor made
 done committed or knowingly permitted or suffered to the contrary the said vendor now
 holds in himself good right and lawful and absolute authority of their presents to
 grant convey transfer and assign the said land hereditaments and Premises unto and to
 the use of the said Purchaser his heirs executors administrators representatives and
 assigns in manner aforesaid and that the said Purchaser his heirs executors administrators
 representatives and assigns shall and may at all times hereafter peaceably hold and
 enjoy the said hereditaments and Premises and receive the rents and profits thereof
 any interruption claim or demand whatsoever from or of the said vendor or

1687
1945



his heirs executors administrators representatives and assigns or any other person or persons
 lawful or equitable claimants (both parties) claimants through or in trust for him the

enjoy the said vendition and premises and remain in full force and effect for any and every purpose and for any interruption claim or demand whatsoever from or by the said vendor or

his heirs executors administrators representatives and assigns or any other person or persons lawfully or equitably claiming (both Page) (6) claiming through or in trust for him the said vendor and that free and clear fully and clearly and absolutely acquitted exonerated and discharged from or by the said vendor his heirs executors administrators representatives and assigns and well and especially saved defended kept harmless and indemnified of from and against all and all manner of former and other estates respects titles liens charges and encumbrances whatsoever created made done occasioned or suffered by the said vendor or any person or persons rightfully claiming or to claim through under or in trust for him or them and further that he the said vendor his heirs executors administrators representatives and assigns and all other person or persons having or claiming any estate right title interest use trust property claim or demand whatsoever in to upon or out of the said ~~land~~ hereditaments and premises from through under or in trust for him or them shall and will from time to time and at all times hereafter upon every reasonable request and with the costs and expenses of the said Purchaser his heirs executors administrators representatives and assigns make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds and things whatsoever for further and more perfectly conveying assigning or confirming the said hereditaments and premises and to the use of the said Purchaser his heirs executors administrators representatives and assigns for ever in manner aforesaid as by the said Purchaser his heirs





executors administrators representatives or assigns may be reasonably required in witness
 to have the said vendor half-brother set and subscribed his hand and seal the
 day and year first above written Ram Avrat Shah my seal (in Hindi) signed sealed and
 delivered at Caltan in the presence of Sol. S. M. Bose Solicitor at Caltan Sol. Bishnu
 Dhusan or Solicitor at Caltan explained of me Sol. S. M. Bose Solicitor at Caltan Recd.
 74- Page -7- Received of and from the within named persons the within mentioned -
 Sum of Rs. 19,345-13-4 being the consideration money payable under their presents.
 Rs. 19,345-13-4. Memo of consideration one Piece R. B. Note bearing no. A
 40855 for Rs. 10,000/- Eight Pieces R. B. note bearing nos. A 760783 6 - B
 760760 @ Rs. 1000/- each Rs. 8000/- small notes + cash Rs. 344-13-4
 Earnest money paid Rs. 1001/- Total Rs. 19345-13-4 Rupees nineteen thousand three
 hundred and forty five annas thirteen and pice four only Ram Avrat Shah in Hindi
 witness: Sh. S. M. Bose D. D. B. Dey. Explained of me Sol. S. M.
 Dhusan (Dhusan Pope) dated the 22nd day of August 1945 Ram Avrat Shah to P. Dhusan
 Shah conveyance of Premises no. 77 Raja Bhabha Street, T. Banerjee + co. Solicitors, C.
 old post office street Caltan. True copy.

Registered
 Book No. In
 Volume No. 38
 Pages 12.1.10.12.8
 No. 1688
 the Year 1945
 (Seal No. 1945)

Sh. Jitendra Kumar Banerjee
 Sub-Registrar of Seal & Co.
 1-9-45-

copiedly and ch. than 1-9-45
 Ready. In ch. at the an. 1/9/45
 compound. c. Man - an. Raji

CERTIFIED TO BE A TRUE COPY
 ADDL. DIST. SUB-REGISTRAR (RECORDS)
 ALP. CRT. & P.G.S. (S)
 18/12/49

Sub-Registrar of Seal & Co.
 1-9-45

Stamp 100 Rs.
 Stamp 15-Rs.
 Stamp 3 Rs. 8 As.

Checked by
 18/12/49

2299	192	21318	52	203	20330	20331	20332	20333	20334	20335	20336	20337	20338	20339	20340	20341	20342	20343	20344	20345	20346	20347	20348	20349	20350	20351	20352	20353	20354	20355	20356	20357	20358	20359	20360
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