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Admissible under Rule 2 (d) duty exempted under the Bengal stamp amendment Act 1922 also as amended by section 82 (V) of the Calcutta Improvement Act, 1911 Stamp duty paid 262-8 x Additional duty paid under the Calcutta Improvement Act 350 x Paid in excess. Total Rs. 612-8 x

STAMP REFUSED BY

STAMP SUPERSEDED BY TTA COLLECTIONS 23 2. 43

Sub-Registrar of Assurances, Calcutta. 24/2/43

262-8
350-
612-8

A 387
N 2
40/-

U.D. Behari Pal

THIS INDENTURE made this 24th day of February One thousand nine hundred and Forty-three BETWEEN UPENDRA NATH DAS son of Purna Chandra Das - deceased residing at No. 126B Musjidbari Street in the town of Calcutta by caste Tantubai by occupation Service-holder and SITAL CHANDRA PAL son of Gosto Behari Pal deceased residing at No. 26B Telipara Lane in the said town of Calcutta by caste Tantubai by occupation Landholder the Administrators to the Estate of Gosto Behari Pal deceased hereinafter called the VENDORS (which expression unless excluded by or repugnant to the context includes their successor or successors in office or assigns) of the FIRST PART and SURJA KUMAR DEY son of Bhut Nath Day deceased of No. 38/2 Baghbazar Street in the town of Calcutta by caste Tili by occupation Merchant hereinafter called the PURCHASER (which expression unless excluded by or repugnant to the context includes his heirs, executors administrators representatives and assigns) of the OTHER PART WHEREAS one Gosto Behari Pal died seized and possessed of the premises No. 26B Telipara Lane in the town of Calcutta intended to be hereby conveyed and particularly described hereunder after having made and published his Last Will and Testament bearing date the Fourth day of December One thousand nine hundred and thirty-three whereof he appointed his son Brindaban Chandra Pal to be the sole executor AND WHEREAS in and by the said Last Will and Testament the said Gosto Behari Pal inter alia bequeathed the nine annas share in premises No. 26B Telipara Lane to his said son Brindaban Chandra Pal and seven annas share in the said premises No. 26B Telipara Lane to his grand-sons by his predeceased son Satis Chandra Pal deceased Sambhu Nath Pal and Paresch Nath Pal AND WHEREAS the said Brindaban Chandra Pal having died intestate on the thirtieth day of April One thousand nine hundred and thirty-two without obtaining the necessary Probate of the said Last Will and Testament of the said Gosto Behari Pal, the Letters of Administration of the estate and effects of the said Gosto Behari Pal with a copy of the said Will of the said Gosto Behari Pal annexed was granted by the Honourable High Court of Calcutta to the vendors Sital Chandra Pal a son of the said Brindaban Chandra Pal and Upendra Nath Das maternal uncle and guardian appointed in the said Testamentary proceedings of the said Sambhunath Pal and Paresch Nath Pal AND WHEREAS by an order made by the High Court of Calcutta in the Goods of Gosto Behari Pal deceased

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deceased and dated the Fourth day of February One thousand nine hundred and forty-two the said vendors Upendra Nath Das and Sital Chandra Pal were given liberty to sell the said premises No.26B Telipara Lane intended to be hereby sold and particularly described hereunder by private treaty at a price of not less than Rupees Eighteen thousand six hundred and twelve and to pay a brokerage of two per cent out of such sale proceeds AND WHEREAS by an order made in the said Goods of Gosto Behari Pal deceased and bearing date the sixth day of January One thousand nine hundred and forty-three the said order dated fourth day of February One thousand nine hundred and forty-two was varied and leave was given to the vendors to sell the said premises No.26B Telipara Lane at a price not less than Rupees Seventeen thousand and five hundred AND WHEREAS the said vendors have on the twenty-second day of December One thousand nine hundred and forty-two contracted and agreed with the said purchaser for the absolute sale to the said purchaser of the said hereditaments and the inheritance thereof in fee simple free from incumbrances at or for the price or sum of Rupees Seventeen thousand and five hundred and on the same day received from the said purchaser the sum of Rupees Five hundred and one as earnest money and in part payment of the said purchase money NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees Five hundred and one paid by the said purchaser to the said vendors as earnest money as aforesaid and in consideration of a further sum of Rupees Sixteen thousand nine hundred and ninety-nine of lawful money of British India in hand well and truly paid by the said purchaser to the said vendors at or before the execution of these presents making together the whole of the purchase money of Rupees Seventeen thousand and five hundred (the receipt whereof the said vendors do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit release and forever discharge the said purchaser the said vendors do hereby grant convey transfer and assign unto the said purchaser ALL THAT brick built messuage tenement or dwelling house together with the piece or parcel of land or ground thereunto belonging and on part whereof the same is erected and built containing an area of ^{thirteen chittacks and forty square feet} four cottahs/more or less situate lying at and being premises No.26B Telipara Lane in Sutanutty in the North Division of the town of Calcutta and butted and bounded on the North by premises No. 27 Telipara Lane on the South partly by sewered ditch and partly by premises No. 25 and 26A Telipara Lane and partly by Telipara Lane on the East partly by sewered ditch and partly by premises No. 25 and 26A Telipara Lane and on the West by premises No. 27 Telipara Lane/ OR HOWSOEVER OTHERWISE the said messuage tenement

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Sub-Registrar of Assurances,
Calcutta

24/2/43

tenement land hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted bounded called known described or distinguished TOGETHER WITH all and singular the outhouses edifices buildings walls yards compounds ways paths passages sewers drains waters and water courses and all manner of ancient or other lights liberties privileges easements advantages and appurtenances whatsoever to the said hereditaments and premises belonging to or in any wise appertaining thereto or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND all the estate right title interest property claim and demand whatsoever both at law and in equity of them the said vendors of into upon or in respect of the said message land hereditaments and premises and every part thereof And also all deeds pottahs and evidences of title writings and muniments whatsoever relating to or concerning the same or any part thereof and which now are hereafter shall or may be in the custody power or possession of the said vendors or any person or persons from whom he or they can or procure the same without any action or suit TO HAVE AND TO HOLD the said message land hereditaments and premises and all other premises hereby conveyed and transferred or expressed or intended so to be together with the appurtenances unto and to the use of the said purchaser absolutely and for ever freed and discharged from all trusts and obligations And the said vendors do hereby covenant with the said purchaser THAT NOTWITHSTANDING any act deed matter or thing by the said vendors the said vendors do and each of them doth hereby covenant with the said purchaser his heirs executors administrators and assigns that the said vendors have not at any time heretofore done executed or knowingly suffered or been party or privy to any act deed or thing whereby or by means whereof the said message tenement land hereditaments and premises hereby respectively granted conveyed transferred and assured or expressed so to be or any part thereof are is can or may be affected or incumbered in title estate or otherwise howsoever or by reason whereof he or they may or can be prevented from granting transferring and conveying the said hereditaments in the manner aforesaid.

IN WITNESS whereof the vendors have hereunto set and subscribed their respective hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED at
Calcutta in the presence of:-

Indra Chandra Ghose
Solicitor Calcutta
L. M. Dasgupta
Solicitor Calcutta
Upendra K. Das

Upendra Nath Das
Dital Chandra Pal
MY SEAL
MY SEAL

Received of and from the within-named purchaser the sum of Rupees Seventeen thousand five hundred being the full consideration money paid under these presents in the manner following:-

By 14 R. B. Notes No. $\frac{A}{0}$ 918511 to 918524 at

Rs. 1000/- each -----Rs. 14,000-0-0.

By 29 R. B. Notes of Rs. 100/- each -----Rs. 2,900-0-0.

By small notes -----Rs. 99-0-0.

By earnest money paid -----Rs. 501-0-0

Total - Rs. 17,500-0-0.

Witnesses:-

Indra Chandra Ghose

L. M. Das Chakravarty

Pragendra Nath Das

57 Champa Bagat

Rupees Seventeen thousand and five hundred only.

Upendra Nath Das.

Dital Chandra Pal.



Sub-Registrar of Assurances
Calcutta

24/1/43

Presented for registration at 1/538 M.
on the 24th day of February 1943
at the Calcutta Registry Office by Upendra Nath Das
the executant

Upendra Nath Das

Sub-Registrar
24/2/43

Sub-Registrar of Assurances,
Calcutta.

Execution is admitted of Upendra Nath Das Son of late
Purna Chandra Das of 12 B, Masjidbari Street, Calcutta
by caste Tanti Bai; by profession Serviceholder and by
Lital Chandra Pal Son of late Bindaban Chandra Pal
of 26 B, Telipara Lane, Calcutta, by caste Tanti Bai
by profession Landholder.

Upendra Nath Das

356

Lital Chandra Pal

357

Identified of Lal Mohan Dutt
Chaudhary Son of Ram Mohan Dutt
Chaudhary of 6, Old Post Office Street, Calcutta,
by caste Kargheta by profession Merchant.

Chandern Dutt Chaudhary

Sub-Registrar
Sub-Registrar of Assurances
Calcutta.

24/2/43

DATED THE 24th DAY OF February 1943

Case I 403

Registered in
Book No. I
Volume No. 25
Pages 85 to 90
Being No. 403
For the year 1943

BETWEEN
UPENDRA NATH DAS & ANR.
-and-
SURJA KUMAR DEY.

223 (223)
263 Telephone Lane
1943

CONVEYANCE

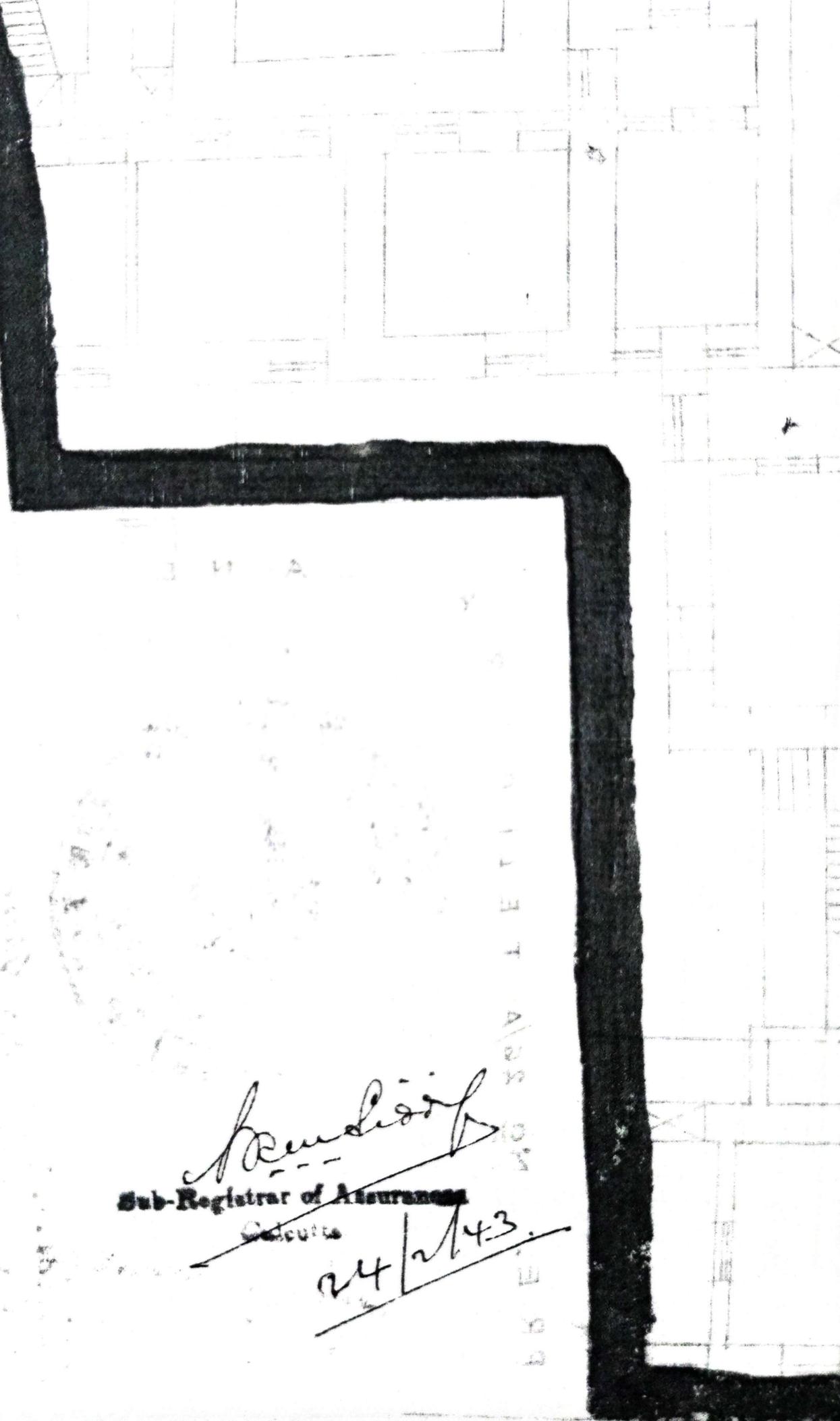


Handwritten signature
Registrar of Assurances,
Calcutta.
26/1/43



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Dy. Assessor
1.4.43
I. C. Ghose, B.L.,
Solicitor,
8/2 Hastings Street,
Calcutta.

PROPERTY...



[Handwritten Signature]
Sub-Registrar of Assurances
Calcutta

24/2/43.

NO 36/A L E T I U ...
D D E