

(which expression shall include its assigns) of the OTHER PART, WHEREAS the Vendor is seised and possessed of and otherwise well and sufficiently entitled to the premises No. 177/A. Bansdani Road (Regent Park) within Tollygunge Municipality Thana Tollygunge Sub-Registry Alipore District 24 Parganas more particularly described in the Schedule hereunder written and intended to be hereby granted conveyed and sold AND WHEREAS by an Indenture of Mortgage dated the 30th day of August 1943, the Vendor mortgaged by way of simple mortgage to the Purchaser Company premises No. 177/A, Ba-nsdani Road, Regent Park more fully described in the Schedule thereto as also in the Schedule given below to secure a loan of Rs. 50,000/- Rupees Fifty thousand only with interest at the rate and on the conditions mentioned in the said deed of mortgage AND WHEREAS by a Deed of Further Charge dated the 24th day of February 1945 the Vendor borrowed from the Purchaser Company a further sum of Rs. 15,000/- Rupees Fifteen thousand only, the repayment thereof being secured by further charge of the property comprised in the aforesaid deed of mortgage, AND WHERE-AS the total debt thus secured has come upto Rs. 65,000/- Sixtyfive thousand rupees only including interest thereon calculated upto 31st March 1947 AND WHEREAS the Vendor being unable to pay the said debt applied to the Company to purchase the mortgaged property at a reasonable price and release him from all liabilities under the aforesaid two deeds AND WHEREAS the Board of --Directors of the Company assembled at a special meeting on the 1st April 1947, passed a Resolution being Resolution No. 39 of 1947 agreeing to purchase the property mortgaged and charged with the Company and more fully described in the Schedule hereunder written for a sum of --Rs. 1.47.000/- One lac and fortyseven thousand rupees only out of which a sum of Rs.65,000/-Sixtyfive thousand rupees only will be credited in full satisfaction of the mortgage debt now remaining due and owing to the Company AND WHEREAS the property known as premises No. 177A, Bansdani Road was requisitioned by the Collector, 24 Parganas under Rule 75A of the Defence of India Rules but was subsequently de-requisitioned and restored to the Vendor by Lands, Hirings and Disposals on the 30th September 1946 and which de-requisition and release was confirmed by the Collector, 24 Parganas on the 23rd November 1946, the Agreement for Re-entry on part of the property, made by the Vendor on the 30th September 1946 with the A.D. Lands, Hirings and Disposals, however, still subsisting AND WHEREAS upon the said release being effected the Vendor entered into an Agreement for lease with the United States Army dated the 23rd November 1946, whereby the said premises was let out to the United States Army at a monthly rent of Rs.700/-Rupees Seven hundred only for a term of two years commencing from the 1st October 1946 with an option for renewal of the lease for a further term of six months, on the terms and conditions set out in the said Agreement AND WHEREAS the Vendor has agreed with the purchaser --Company for an absolute sale to them of the lands hereditaments and premises known as ----

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as 177/A, Bansdani Road more fully described in the Schedule hereunder written for a price of

Rs. 1,47,000/- One lac and fortyseven thousand rupees only out of which a sum of Rs.21.250/-Rupees Twentyone thousand two hundred and fifty only has been paid to the Vendor by the ----Purchaser Company as earnest money in part payment of consideration money as detailed in the memo of Consideration below NOW THIS INDENTURE WITNESSETH that in pursuance of the above agreement and inconsideration of the sum of Rs. 1,47,000/- One lac and fortyseven thousand rupees comprising Rs. 65,000/- Sixtyfive thousand rupees only being credited in full satisfaction of the Principal and all interest accrued and due upto date of the debt remaining due and owing to the Furchaser Company upon the mortgage and charge deeds aforementioned as detailed in the Memo of Consideration given below a sum of Rs. 60,750/- Sixty thousand seven hundred and fifty rupees only paid by the Furchaser Company/as per details in the Memo of Consideration below (the receip whereof the Vendor doth hereby admit and from the same and every part thereof doth hereby releas the Purchaser Company) the Vendor doth hereby grant sell convey and transfer unto the Purchaser Company ALL that pieces or parcels of land hereditaments and premises known as 177A Bansdani Roa Regent Park more particularly described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said lands hereditaments and premises now are or is or heretofore were described or distingu ished TOGETHER WITH all trees shrubs yards courts sewers drains ways paths passages common fence common Roads waters water courses rights lights liberties privileges easements and appurtenances whatsoever to the said lands hereditaments and premises belonging or in any wise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto AND all the estate right title interest claim and demand whatsoever into or upon or in respect of the said lands hereditaments and premises or anyk portion thereof TO HAVE AND TO HOLD the said lands -hereditaments and premises and all and singular the premises hereby granted and transferred or expressed or intended so to be unto the Purchaser Company absolutely and for ever free from all right or equity of redemption and from all claims and-demands of the Vendor under the mortgage and charge aforementioned but subject to the terms and conditions of the lease entered into by the Vendor with the United States Army and the Agreement for Re-entry made on the 30th September 1946, with the A.D. Lands, Hirings and Disposals, which Lease and Agreement are hereby assigned to the Purchaser Company as aforesaid AND the Vendor doth hereby covenant with the Purchaser Company that notwithstanding any act deed matter or thing whatsoever by the Vendor made done -committed or knowingly or willingly suffered to the contrary he the Vendor is now lawfully right fully and absolutely seised and possessed or otherwise well and sufficiently entitled to the sai lands hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use or trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding z any such act deed or thing whatsoever as aforesaid the Vendor hath now good right title full -power and absolute authority to grant convey and transfer ALL AND SINGULAR the lands hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be unt and to the use of the Purchaser Company in manner aforesaid and the Purchaser Company shall and will and may from time to time and at all times hereafter peaceably and quietly possess and enjoy subject to the existing Lease the said lands hereditaments and premises hereby granted and recei the rents and issues and profits thereof without any hindrance eviction interruption disturbance claim and demand whatsoever from of or by the Vendor or by any person or persons now or here lawfully or equitably claiming from under or in trust for him AND THAT free from all encumbr whatsoever subject to the existing lease made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendor and all person or verson having or lawfully and equitably claiming any estate or interest in the said lands hereditaments

and premises or any of them or any part thereof from under or in trust for the Vendor shall and

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will from time to time and at all times hareafter at the request and cost of the Purchaser

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Purchaser Company make do acknowledge and execute or cause to be done and executed all such further acts deeds and things whatsoever for further and more effectually or perfectly granting or assuring the said lands hereditaments and premises and every part or parcel thereof unto and to the use of the Purchaser Company in manner aforesaid and may be reasonably required AND he the Vendor hereby further covenants that he will hold the Purchaser Company indemnified against any loss or expenses or any costs by reason of its being found that the Vendor's title is not as it is hereinbefore represented to be AND it is hereby agreed and declared that the Vendor is released by the Purchaser Company from all liabilities for the debts (the principals and interests due) due under the --mortgage and charge deeds as aforesaid and from all claims and demands whatsoever in respect thereof and that the said mortgage and charge shall firthwith merge in the absolute title hereby granted conveyed and transferred to the Company and shall be deemed to be for ever extinguished.

THE SCHEDULE ABOVE REFERRED TO. NOW! ALL THAT piece and parcel of land partly Rent and Bournae free Viz 16 Cottahs more or less and rtly rent paying Viz 2 Bighas 13 Cottahs and 16 Chittaks and 41 Sq. ft. more or less by measurepartly rent paying Viz 2 Bighas 13 Cottahs and 16 Chittaks and 41 Sq. ft. more or less by measure ment appurtaining to Tousis 56 and 151 (Chota Hudda) of the Alipore Collectorate with partly two and partly three storied brick built house in Parganah Khaspur Mouza Sibpur within jurisdiction of Tollygunge Police Station under Sub-Registry Alipore District 24 Parganas comprising Dags Nos. 457,299 and 296 being Municipal premises No. 177/A, Bansdani Road within Tollygunge Municipality in the Suburbs of Calcutta butted and bounded: - The Rent paying land is Mourani Noukarari land

On the North - by Bansdani Road and land belonging to Kumar Krishna Mitter in Dag No. 296,

On the East - by own boundary wall and beyond that lands belonging to Mayfair Estate, .

On the South - by boundary wall of Makintosh Burn & Co. Ltd.

On the West - by own boundary wall and fencing and beyond it tank of Kumar Krishna Mitter and land belonging to in Dag No. 296.

Within these boundaries 3 Bighas 10 Cottahs and 41 Square feet of land m more or less with all structures thereon with outhouse and other erections, trees shurbs etc.

IN WITNESS WHEREOF the Vendor hereto has hereunto set and subscribed his hand and seal the day month and year first herein above written.

> SIGNED SEALED AND DELIVERED by the abovenamed Vendor in Calcutta in presence of:-

1. Gormath Nand

Advocate High Court, Calcula 8, Shibu Shaxur Lane, Calcula

2: Fril Chandra Day 73, southern Avenmet, calcutta

Haran Charger, Calentin

MEMO OF CONSIDERATION. Receipt No. 13860 d/- 18.4.47

showing full payment of mortgage d/- 30.8.1943 Rs. 50,000/-

d/- 18.4.47 showing full payment of mortgage Receipt No. 13861 and further charge d/- 24.2.45..... Rs. 15,000/-

Received as earnest money in part payment of consideration money by Cheque No. C A051591 dated 1st April 1947 on the Bank of India Ltd.,

Chowringhee Square Branch, Calcutta..... Rs. 20,000/-

Received as earnest money in part payment of Consideration money by cash. Rs. 1,250/-

Received by Cheque No. C A051590 d/- 17.4.47 on the Bank of India Ltd., Chowringhee Square Branch, Calcutta..... Rs. 30,000/-Received by Cheque No. OC 83351 d/- 17.4.47 on the Imperial Bank of India

Clive Street Branch, Calcutta..... Rs. 30,000/-

Small Notes & Coins..... Rs.

Rs. 1,47,000/-

Total Rupees One lac and fortyseven thousand only.

Witness:-

witnes:

Vendor.

Presented for Registration 1 2-5 A.M. or PM . .. the 180 day of Abrulat the W Sadar Registration office at Nouro bogada A. S. H. Lalifur Raleman Executary or Claims of or attorney Executant or Claimant or attorney atterney No. authenticated by the Sub Registra letiders madmitted of Naurele zada A. S.H. Laliter Rahman Læle Nawal A. J. M. Abdur Rahman A ND: 10 Navale Aboler Robers THE GEST TO STOM REFER mol attack . . . Mente de Judge 8. e. Comt Calcutto or arm pining D gs us. ol ver use summe per sev. a hee his sau and see a the day na lat t * n quedous By profession.... Topinath Nams.

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Pages 187 to 194
Being No 1045
For the year 1847 A.S.M.LATIFUR RAISAN AND THE HINDU MUTUAL LIFE ASSURANCE LIMITED. CONVEYANCE. Attin Askomson Oistrict Sub-Registrar,
Alipore

G.S.-47