I-795

Admission of stamped ... 1899 ... Schedule I A No. 23 Rs. As.

Stamp duty paid under ... Stamp Act ... Act III ... 1922.

Additional duty ... under the Calcutta Improvement Act.

Paid in excess ... Total ...

STAMPS CANCELLED BY ... Fees paid as under

STAMP SUPERINTENDENT CALCUTTA COLLECTORATE

Registering Officer

67-8
84-0-0
7-4
12-1-12

THIS INDENTURE made this Sixth day of -- March in the year of Christ one thousand nine hundred and thirty nine BETWEEN MUGNEERAM BANGUR, RAM COOMAR -- BANGUR, NARAYANDAS BANGUR, GOBIND LAL BANGUR, GOKUL -- CHAND BANGUR and NARSINGDAS BANGUR carrying on a co-partnership business as dealers in Stocks and Shares and in landed properties under the name and style of "MUGNEE-RAM BANGUR & COMPANY" at No.7, Lyons Range in the town of Calcutta hereinafter called the "VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to include the partners for the -- time being of the said firm and the survivor or survivors of them and the assigns of the said firm) of the One Part AND SRIMATI SURABALA SAHA wife of Akshoy Kumar Saha -- residing at 1, Pudda Pukur Road, Calcutta by caste Saha by occupation Grihasthali hereinafter called the ---- "PURCHASER" (which term or expression shall unless ex-cluded by or repugnant to the context be deemed to in-clude her heirs executors administrators representatives and assigns) of the Other Part W H E R E A S by a Deed of Conveyance dated the 8th day of May 1934 registered - at the office of the joint Sub-Registrar of Alipore at Behala in Bk. No.1, Vol.No.8, Pages 69-78 Being No.839 - for the year 1934 the Commissioners for the Port of -- Calcutta, a body corporate constituted by the Calcutta - Port Act 1890 (being Bengal Act No.III of 1890) did grant convey and transfer unto the said Messrs. Mugneeram --- Bangur & Co., consisting of the six co-partners as afore-said

aforesaid for consideration there[illegible]entioned ALL THOSE --- pieces or parcels of revenue free [illegible]nd with tanks containing an area of about Sixty-five Bighas and Eight Chittaks including premises No.41, Russa Road South containing an area of -- Twenty-six Bighas Fourteen Cottahs more particularly described in the Schedule "C" thereto and also on the map or plan -- thereto annexed absolutely and for ever AND WHEREAS the said Vendors for the purpose of Sale divided interalia the said -- premises No.41, Russa Road South into several plots including plot No.34D containing an area of 2Cottahs 12 Chittaks 36 Sq. feet together with the 3 ft. 6 inches wide passage on the -- South-east thereof hereinafter more fully described and ~~the said Plot No.34D~~ also delineated in the map or plan prepared by the Vendors at the cost of the Purchaser and annexed hereto and the said plot No.34D coloured pink thereon and intended to be hereby conveyed AND WHEREAS the said Vendors are now absolutely seised and possessed of or otherwise well and sufficiently entitled as -- and for an estate equivalent to an estate of inheritance in -- fee simple in possession free from encumbrances to the said -- Plot No.34D together with the said 3 ft. 6 inches wide passage on the South-east of the said Plot No.34D formed out of the -- said revenue redeemed land and hereditaments being premises -- No.41, Russa Road South AND WHEREAS the said Vendors have -- agreed to sell and convey to the said Srimati Surabala Saha -- absolutely and free from encumbrances the said land hereditaments and premises being Plot No.34D more particularly described in the Schedule hereunder written and shewn in the plan -- hereto annexed at the rate or price of Rs.1,500/- (Rupees One thousand and Five hundred) per cottah AND WHEREAS the price of the said plot measuring 2K. 12Chs. 36Sq.ft. calculated at the aforesaid rate amounts to Rs.4,200/- (Rupees Four thousand

and

and Two hundred) A[illegible]HEREAS the Vendors have received a sum of Rs.101/- (Rupees [illegible]e hundred and One) by way of earnest -- money AND WHEREAS the Vendors have also agreed to grant unto the Purchaser the sole absolute and exclusive right to carry all pipes drains electric cables etcetera in along over and underneath the said 3ft. 6inches wide passage hereinafter more particularly mentioned and also the right to use and enjoy in the manner hereinafter more particularly mentioned the new -- 20ft. wide Road along the South of the said 3ft. 6 inches wide passage and Plot 34C known as Charu Chandra Avenue and also the 20ft. wide Road along the North of Plots 35 and 35A called Charu Chandra Avenue NOW THIS INDENTURE WITNESSETH that in -- pursuance of the said Agreements and in consideration of the aggregate sum of Rs.4200/- (Rupees Four thousand and Two --- hundred) of the lawful money of British India in hand well and truly paid to the Vendors by the said Purchaser on or before the execution of these presents (the receipt whereof the said Vendors do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and for ever discharge the said Purchaser as well as the said messuage land hereditaments and premises and every part thereof) they the said -- Vendors do hereby grant transfer convey and assure unto the -- said Purchaser ALL THAT the said land hereditaments and premises being Plot No.34D OR HOWSOEVER otherwise the said land hereditaments and premises now are or is or heretofore were or was situate butted bounded called known numbered described and distinguished TOGETHER with yards court-yards, areas, sewers, drains, water, watercourses, lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining to or with the same or any part thereof --

District Sub-Registrar.

usually

usually held used occupied or en[illegible]e or reputed to belong or be appurtenant thereto AND all the [illegible]state right title and interest property claim and demand whatsoever of the said --- Vendors into or upon the said land hereditaments and premises or any or every part thereof AND all deeds pottahs muniments of title or any other document or writing whatsoever exclusively relating to or concerning the said land hereditaments and premises or any part thereof which now are is or hereafter -- shall or may be in the possession or power or control of the Vendors or any other person or persons from whom they may procure the same without action or suit and further together with full-- rights and liberties to the said Purchaser and her successor or successors-in-title and her his or their tenants and servants and all other persons authorised in that behalf by her him or them from time to time and at all times hereafter at her his or their will and pleasure, for all purposes to use and enjoy and freely pass and repass with or without horses, cattle and other animals, carts, waggons or carriages or otherwise and also --- together with the sole exclusive and absolute rights and liberties to -- carry and or cause to carry all pipes drains electric cables in along over and underneath the said 3ft. 6inches wide passage on the south-east corner of the said Plot 34D and connecting the said Plot 34D with the aforesaid new 20ft. road known as Charu Chandra Avenue and further together with full rights and liberties to the said Purchaser and her successor or successors-in-title and her his or their tenants and servants and all other persons authorised in that behalf by her, him or them, from -- time to time and at all times hereafter at her his or their -- will and pleasure, for all purposes to use and enjoy and freely pass and repass with or without horses, cattle and other --- animals, carts, waggons or carriages or otherwise and also to

carry

carry all pipes, [illegible]s, electric cables in along over and underneath the sai[illegible]ew 20ft. wide road known as Charu --- Chandra Avenue and also the said 20ft. wide road called -- Charu Chandra Avenue more particularly shewn in the said map or plan hereto annexed and to have necessary connection from the electric cables and filtered and unfiltered waterpipes -- already laid and to be hereinafter laid in upon over or underneath the said 20ft. wide road on the South of Plot No.34C -- known as Charu Chandra Avenue and to use the pucca surface -- drain if any existing along the said new 20ft. wide road -- known as Charu Chandra Avenue and also the underground drain constructed and which may be constructed hereafter by the -- Vendors therein TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted transferred and conveyed or expressed and intended so to be unto the Purchaser absolutely and forever and the said Vendors do hereby covenant with the said Purchaser that they the said Vendors purchased ALL -- those pieces or parcels of land including the piece or parcel of land hereditaments and premises together with the said -- 3ft. 6inches wide passage granted and transferred in the -- manner aforesaid by these presents by and under the hereinbefore recited Indenture of Conveyance dated the 8th day of May 1934 with their absolute self-acquired monies AND that they the Vendors have not granted transferred and or conveyed or agreed to do the same to any person other than the --- Purchaser and shall and will not hereafter grant transfer and convey to any body else any sort of right of carrying pipes drains electric cables etc. as hereinbefore mentioned in -- along over and underneath the said 3ft. 6inches wide passage and notwithstanding any act deed matter or thing whatsoever by the said Vendors done or executed or knowingly suffered --

to

District Sub-Registrar.

to the contrary they the said Ve[illegible] now have an indefeasible and absolute title as and fo[illegible] estate equivalent to an estate of inheritance in fee simpl[illegible] in possession free from encumbrances in the said land hereditaments and premises and hereby granted transferred and conveyed or expressed or intended so to be and that the Vendors have in themselves good right full power and absolute authority to grant transfer and convey the same in the manner aforesaid and the Purchaser -- shall and may at all times hereafter peaceably and quietly -- possess and enjoy the said land hereditaments and premises -- and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendors or any person or persons lawfully or equitably claiming from under or in trust for them or the said estate as aforesaid AND that free from all encumbrances whatsoever made or suffered by the said Vendors or any person or persons lawfully or equitably claiming as aforesaid AND --- further that they the said Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the said Vendors, the said Vendors shall and will from time to time and at all times --- hereafter at the request and costs of the said Purchaser do -- and execute or cause to be done and executed all such acts -- deeds and things whatsoever for further better and more perfectly assuring the said land hereditaments and premises and every part thereof unto and to the use of the said Purchaser in --- manner aforesaid as shall or may be reasonably required AND that the said Vendors shall make all reasonable endeavour and shall never object to make over the hereinbefore described 20ft. wide roads to the Corporation of Calcutta and further that till and until the said 20ft. wide roads are made over to the

Corporation

Corporation of C[illegible]a they the said Vendors shall and will maintain at their [illegible] cost the aforesaid 20ft. wide roads in the manner in which public roads in Calcutta are and should be usually maintained AND that the said Vendors do hereby -- covenant with the Purchaser that they the Vendors will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to her or him or them or her or his or their -- attorneys or agents or at any trial, hearing Commission --- examination or otherwise as occasion shall require the said original Deed of Conveyance dated the 8th day of May 1934 --- between the Commissioners for the Port of Calcutta of the -- one part and the said Vendors of the other part for the purpose of showing her or his or their title to the said land -- hereditaments and premises hereby granted or expressed so to be or any part thereof AND also at the like request and cost deliver or cause to be delivered unto the said Purchaser such attested or other copy or extracts of or from the said Deed of Conveyance dated the 8th day of May 1934 as she, he or they may require AND will in the meantime keep the same safe unobliterated and uncancelled.

THE SCHEDULE above referred to:-

ALL that piece or parcel of revenue redeemed land containing an area of 2Cottahs 12 Chittacks and 36 Sq.ft. be the same a little more or less situate lying at and being Plot 34D which Plot 34D being formed out of premises No.41, Russa Road South and delineated in the map or plan annexed hereto and coloured pink thereon within the Municipal limits of Calcutta Corporation in Block No.XXXVIII in Thana Tollygonge in the District of 24 Parganas, the said Plot 34D -- being butted and bounded in the manner following that is to say

say, on the North partly by Plot [illegible] sold by Vendors to Gosto Behari Rana and partly by Plot No. 35A sold by Vendors to Sm. Sita Ghose on the East by Plot No.34B sold by -- Vendors to Sm. Nirmala Bala Dutt on the South partly by the said 3ft. 6 inches wide passage and partly by Plot 34C sold by Vendors to Sm. Saraju Bala Debi and on the West by Tollygonge Road.

IN WITNESS WHEREOF the said Vendors 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:-

Ramaklin Nath Mitter, Solicitor. Cal.

Bhupen Chandra Das Gupta Pleader assistant to Messrs Amlika Chunder & Co. Solicitors

(1) Mugneeram Bangur

(2) Ramcoomar Bangur

(3) Naraindass Bangur

(4) Gobindlall Bangur

(5) Gokulchand Bangur

(6) Nar Singdass Bangur By, Gobindlall Bangur

Rec

N.B. For self and as constituted attorney of executants no (1) under Power no 70/16 of 1938 registered at Ajmere and as constituted attorney of executants no (2), (3), (5) & 6 under Power no 528 for 1935 authenticated before Registrar of Calcutta

Received the day and year first above written from the within mentioned Purchaser the sum of Rupees Four thousand and Two hundred being the full consideration money withinmentioned to have been paid by her to us , as per memo below:- Rs.4,200--0--0.

MEMO OF CONSIDERATION.

By four pieces G.C. notes nos. A 232695 – A 232698 of Rs 1,000/– each . . . . . Rs 4,000/–

By small notes & Cash Rs 99/–

By earnest money paid Rs 101/–

4,200/–

Witnesses :–

Pramada nath Mitter

Nharesh Chandra Sen

Gobindlal Banerjee
for self & as constituted attorney of other 5 executants

Presented for Registration
at 2 ~~A.M.~~ or ~~P.M.~~ on the 10th
day of 19 at the
Sub-Registration Office at
Alipore by Sri Gopal Chandra
as agent for Govind Lal
Executant or Claimant or Benoyendra Nath Banerjee
~~attorney for~~ has constituted attorney for Nagendra Nath Banerjee, Narendra Nath Banerjee, Govind Lal Banerjee, Gopal Chandra Banerjee, Narendra Nath Banerjee
and a power of
attorney No. 243 for 1938
authenticated by the Sub-
Registrar of Calcutta

Sri Gopal Chandra

District Sub-Registrar.

Sri Gopal Chandra
Recognis is admitted by the above-named Govind Lal above
agent Sri Gopal Chandra
.....
son of late Chhatty Lal
Chandra of
377/1 Upper Circular Road
Thana .....
District Calcutta
By caste Agarwala
By profession Service holder

T. G. [illegible] 10/3/39

Sri Gopal Chandra
Agent for Govind Lal Banerjee

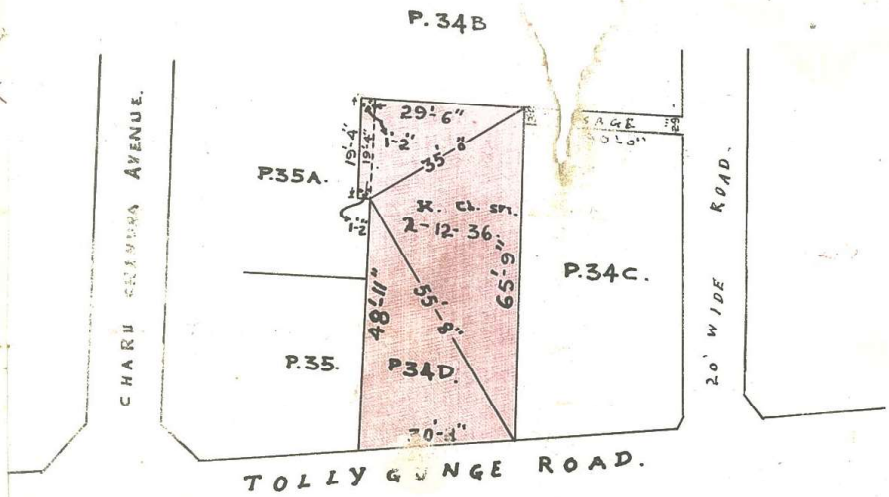
Recognised by
Bhupendra Chandra Das Gupta
Son of Late S. C. Court. Alipore.
of .....
Thana .....
District .....
By caste .....
By profession .....

Bhupendra Chandra Das Gupta

District Sub-Registrar.

10/3/39

PLOT 34D OF 41 RUSSA ROA = 1 INCH.



Accepted
11-12-38
ENGINEER,
MUGNEERAM BANGUR & CO.

Witness to
Pramathanath Miller
Solicitor Calcutta

(1) Mugneeram Bangur
(2) Ramkoowar Bangur
(3) Narainidas Bangur
(4) Gobind Lal Bangur
(5) Gokulchand Bangur
(6) Harsingdass Bangur
By, Gobind Lal Bangur

For self and as constituted attorney of Executants no (1) under Power no 296 of 1938 registered at Howrah and as constituted attorney of executants viz 2, 3, 5-6 under Power no 5-28 for 1935 - authenticated being Regr of Calcutta

Plan attached to the Page 83
in Book I Vol. 26.
Being No. 795 for 1935.

ATED THIS 6th DAY OF March 1939.

BETWEEN

MESSRS. MUGNEERAM BANGUR & ORS.

AND

SRIMATI SURABALA SAHA.

CONVEYANCE.

Paid-8748

Book No. I
Volume No. 26
Page No. 89
Number 7995
Year 39.

P. N. MITTER,
SOLICITOR,
6, OLD POST OFFICE STREET,
CALCUTTA.

13/3/39