



21 Babbar 1 & A. 83
 573.00
 372.50
 180.50
 882.50
 Fees Paid
 A 115.50
 N 2.50
 Rs 118.00
 Sub-Registrar
 as Babbar

THIS INDENTURE made this 2nd day of March One thousand nine hundred and sixty-eight between SAILENDRA MOHAN MAZUMDAR son of Rai Chandra Mohan Majumdar Bahadur deceased Hindu legal practitioner and BERYL ROSAMOND MORLEY MAZUMDAR wife of the said Sailendra Mohan Majumdar an English lady domiciled in India by marriage both residing at No. 93, Park Street, suite A, in the town of Calcutta hereinafter collectively called the VENDORS (which term shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the ONE PART and SH. KAMALA SEN widow of Tapendra Nath Sen deceased residing at premises No. 44, Ram Kanta Bose Street in the town of Calcutta by religion Hindu by profession service hereinafter called the PURCHASER (which term shall unless excluded by or repugnant to the context be deemed to include her heirs executors administrators representatives and assigns) of the OTHER PART WHEREAS under a Deed of Family arrangement dated 17th day of October 1939 and registered in

Book ...

mentioned ...



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of the partnership assets AND WHEREAS by an Indenture of Conveyance dated the 22nd day of December 1941 executed by the Regent Estates Limiteda Company incorporated under the Indian Companies Act having its Registered Office at 9, Royal Exchange Place in the town of Calcutta and registered in Book I Volume 18 at Pages 33 to 42 Being No. 228 for the year 1942 in the Office of the District Sub-Registrar at Alipore the said Subh Karan Jalan Ramballav Jalan and Satyanarayan Jalan purchased the several contiguous pieces or parcels of land at Tollygunge in Mouza Shibpur Pargana Khaspur Touzi No. 151 of the 24 - Parganas Collectorate in the District of 24-Parganas comprising C.S. Dag No. 348 measuring .15 $\frac{1}{2}$ acres under Khatian No. 137/2, C.S. Dag No. 348/458 measuring .03 acres under Khatian No. 29 and C.S. Dag No. 349 measuring .33 acres under Khatian No. 137/4 all together measuring .51 $\frac{1}{2}$ acres equivalent to 1 Bigha . 13 Cottahs 5 chittacks fully described in Schedule 'A' thereunder written out of the assets of the said partnership firm carried on under the name and style of Ramballav Satnarain AND WHEREAS the said Subh Karan Jalan, Ramballav Jalan and Satyanarayan Jalan were thus seised and possessed of or otherwise well and sufficiently entitled to the said several contiguous pieces or parcels of land subject however to the payment of the rents payable therefor to the Superior Landlords and to the terms of the respective tenancies under which they were held AND WHEREAS by an Indenture of Conveyance bearing date the 17th day of October 1947and registered at the office of the

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mentioned ...



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aid

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*for
Don*

Sadar Joint Sub-Registrar of Alipore in Book No. I Volume No. 66 at pages 63 to 74 being No. 3392 for the year 1947 and made between the said Subh Karan Jalan Ramballav Jalan and *Satya Narayan Jalan* therein referred to as the Vendors of the One Part and the Vendors therein referred to as the Purchasers of the Other Part the said Subh Karan Jalan Ramballav Jalan and Satyanarayan Jalan for the consideration therein mentioned sold and conveyed to the Vendors absolutely and for ever the said several contiguous pieces and parcels of land at Tollygunge in Mouza Shibpur Pargana Khaspur Touzi No. 151 of the 24 - Parganas Collectorate in the District of 24-Parganas comprising the said C.S. Dag No. 348 measuring .15½ acres under Khatian No. 137/2, C.S. Dag No. 348/458 measuring .03 acres under Khatian No. 29 and C.S. Dag No. 349 measuring .33 acres under Khatian No. 137/4 all together measuring .51½ acres equivalent to 1 Bigha 13 cottahs 5 chittacks fully mentioned and described in the Schedule thereunder written and delineated on the map or plan annexed thereto and thereon her coloured pink AND WHEREAS the said several contiguous pieces or parcels of land so purchased by the Vendors under the above in part recited Indenture of Conveyance dated the 17th day of October 1947 have together been assessed and numbered

by ...

... the premises No. 130A, Netaji Subhas Chandra Bose Road at Tollygunge, within the Municipal limits of the town of Calcutta fully

mentioned ...

by the Corporation of Calcutta as premises No. 130A, Netaji Subhas Chandra Bose Road at Tollygunge within the municipal limits of the town of Calcutta AND WHEREAS in the circumstances aforesaid the Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises No. 130A, Netaji Subhas Chandra Bose Road a portion whereof hereinafter fully set forth and described in Schedule 'A' hereunder written and delineated on the map or plan hereto annexed and thereon bordered Red is intended to be hereby granted AND WHEREAS the Vendors have by an Agreement for Sale dated the 6th day of December 1967 agreed with the Purchaser for the absolute sale to her of the said portion of the said premises No. 130A, Netaji Subhas Chandra Bose Road and the inheritance thereof in fee simple in possession free from all encumbrances at or for the price calculated at the rate of Rs. 5,000/- per cottah on actual measurement and received from the Purchaser the sum of Rs. 3,000/- by way of earnest and in part payment of the purchase price AND WHEREAS on actual measurement the said portion of the said premises No. 130A, Netaji Subhas Chandra Bose Road is found to contain an area of 3 cottahs 11 chittacks and 21 square feet and calculating at the aforesaid rate of Rs. 5,000/- per cottah the price thereof is Rs. 18,627.50 (Rupees Eighteen thousand six hundred twenty seven and fifty paise only) NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 3,000/- (Rupees Three thousand) to the Vendors paid by the Purchaser by way of earnest and in part payment of the purchase price as aforesaid and of the further sum of Rs. 15,627.50 to the Vendors paid by the Purchaser on or before the execution of these presents making together the sum of Rs. 18,627.50 (the receipt whereof the Vendors do and each of them doth hereby acknowledge and of and from the same and every part thereof hereby release the Purchaser) the Vendors do and each of them doth hereby grant convey and transfer unto the Purchaser ALL THAT piece or parcel of land being a portion of the premises No. 130A, Netaji Subhas Chandra Bose Road at Tollygunge, within the Municipal limits of the town of Calcutta fully

mentioned

mentioned and described in Schedule 'A' hereunder written and delineated on the map or plan hereto annexed and thereon bordered Red and hereinafter for the sake of brevity referred to as the said portion OR HOWSOEVER OTHERWISE the said portion or any part thereof now is or heretofore was situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH the boundary on the North North-West and eastern side thereof and all yards courts areas sewers watercourses lights rights liberties privileges easements and appurtenances whatsoever to the said portion belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereof AND FURTHER WITH the benefits of the covenant for production in respect of the title deeds set out in the Second Schedule to the Indenture of Conveyance dated 22nd December 1941 executed by the Regent Estates Limited in favour of the said Subh Karan Jalan Ram Ballav Jalan and Satya Narain Jalan and registered in the office of the District Sub-Registrar of Alipore in Book I Volume 18 at pages 33 to 42 Being No. 228 for the year 1942 and granted and transferred to the Vendors under the above in part recited Indenture of Conveyance dated 17th October 1947 between the said Subh Karan Jalan Ram Ballav Jalan and Satya Narayan Jalan and the Vendors AND all the estate right title interest claim and demand whatsoever of the Vendors in to or upon the said portion or any part thereof TOGETHER WITH all deeds pattahs and muniments of title whatsoever in anywise exclusively relating to or concerning the said portion or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendors or any other person or persons from whom they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said portion hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and for ever AND the Vendors do and each of them doth hereby covenant



with the Purchaser that notwithstanding any act deed or thing by the Vendors (or by any of their predecessors in title) done executed or knowingly suffered to the contrary they the Vendors are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said portion hereby granted or expressed so to be and every part thereof for a perfect and indefensible estate of inheritance without any manner of condition use trust or other things whatsoever to alter defeat encumber or make void the same AND that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendors have now in themselves good right full power and absolute authority to grant the said portion hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser her heirs executors administrators representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said portion and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons lawfully or equitably claiming from under or in trust for them (or from or under any of their predecessors in title) AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendors (or any of their predecessors in title) or any person or persons lawfully or equitably claiming from under or in trust for them AND FURTHER that the Vendors and all person or persons having or lawfully or equitably claiming any estate or interest in the said portion or any part thereof from under or in trust for the Vendors (or from or under any of their predecessors in title) shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said portion and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND the Vendors do and each of them doth hereby covenant with the Purchaser that they ...

South by a portion of the said premises No. 130A, Netaji Subhas Chandra Bose Road belonging to Singha Kumar Chakrabartty and Another on the East by portion of premises No. 4/3 Ajad Garh Coloney and having boundary wall on the North North-west and East or OR HOWSOEVER OTHERWISE and fully delineated in the map or plan hereto annexed and bordered Red thereon.

THE SCHEDULE "B" ABOVE REFERRED TO :

1. Original Conveyance dated 17th October 1947 between Subh Karan Jalan Ram Ballav Jalan Satya Narayan Jalan and Sailendra Mohan Majumdar and Baryl Rosmond Morley Majumdar registered in the Office of the Sadar Joint Sub-Registrar of Alipore 24-Parganas, in Book No. I, Volume No. 66 at pages 63 to 71-Being No. 3392 for the year 1947.
2. Copy Bengali Deed of Sale dated 31.1.41 from Manchur Ali Payada to Regent Estate Ltd.
3. Copy Bengali Agreement for Sale from Aminuddin Peyada to Regent Estates Ltd.
4. Copy Bengali Conveyance dated 31.1.41 from Aminuddin Peyada to Regent Estates Ltd.
5. Copy Bengali Deed of Sale dated 2.9.41 from Fakir Mahammad Payada to Regent Estates Ltd.
6. Copy Bengali Deed of Sale dated 23.11.41 from Moor Mahammad Peyada to Regent Estates Ltd.
7. Copy Bengali Deed of Sale dated 5.2.41 from Samiran Nacha Bibi & Crs. to Regent Estates Ltd.
8. Copy Bengali Deed of Sale dated 2.4.41 from Kuron Bibi to Regent Estates Ltd.
9. Copy Bengali Deed of Sale dated 2.4.41 from Fathejan Bibi to Regent Estates Ltd.

- 10. Copy Bengali Deed of Sale dated 2.6.41 from Pathejan Bibi to Laxmi Debi.
- 11. Copy one Benami Declaration dated 17th September 1941.
- 12. Copy Bengali Deed of Sale from Manchur Ali Feyada and Ors. to Regent Estates Ltd. dated 21.1.1941.
- 13. Copy Deed of Family arrangement between Pulchand Jalan & Ors. and Srimati Purni dated 17.10.39.

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

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

Sailendra Mohan Majumdar

*Sasanta Kumar Sanyal
Bricite, Cal
2.3.68*



*Beryl Rosamund Berkeley
Majumdar*



Received from the within named Purchaser the within mentioned sum of Rs. 13,627.50 (Rupees eighteen thousand six hundred twenty seven and paise fifty only)

in ...

full payment of consideration money as per memo below :-

MEMO OF CONSIDERATION

By way of earnest money — Rs 3000/-

By 136 pieces of Reserve Bank

of notes of the denomination of Rs 100/-

By way of earnest money — Rs 21,500/-

By way of earnest money — Rs 21,500/-

By way of earnest money — Rs 21,500/-

By way of earnest money — Rs 21,500/-

By way of earnest money — Rs 21,500/-

(Received of the above sum of Rs 21,500/-)

Lassana Kewar Anjole

Solicitor, Cal

2. 3. 08.

Sardar Mohan Majumdar

Barid Rosonand Parley Brijendra,

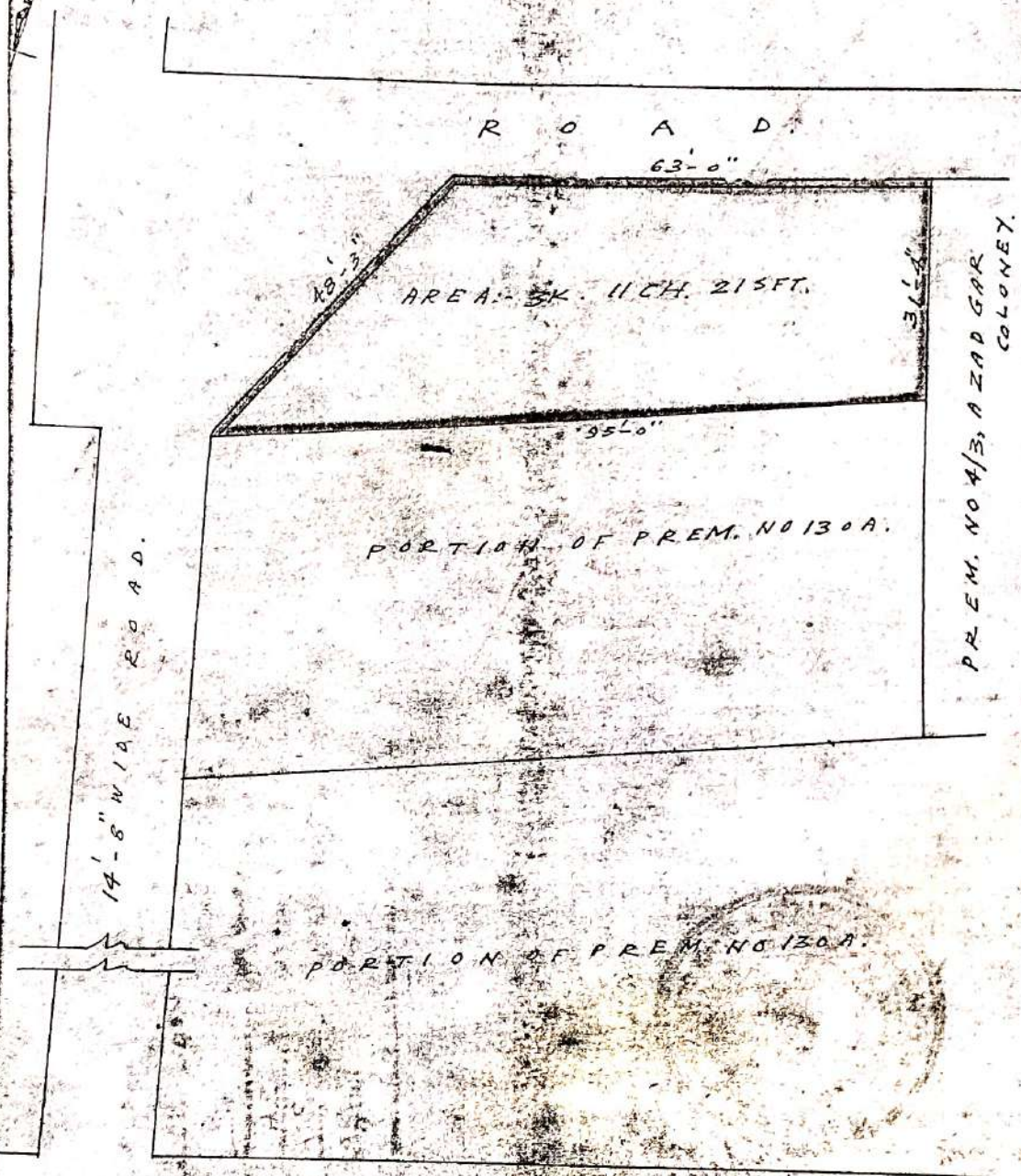
Ch. K. Sharma

Solicitor, Cal



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I should
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day
my name
27)

PLAN OF PORTION OF
 PREM. NO 130A, NETAJI SUBHAS CH. BOSE RD.
 MOUZA SIBPORE, P. S. TOLLYGUNGE.
 SCALE 20' FT. = 1" INCH.



NETAJI SUBHAS CH. BOSE ROAD.

Saileendra Mohan Majumdar
 Birey Prasanna Mukherjee Majumdar
 Wataras - Saranika Kumar Sanjiv
 Solicitor.

A. N. S. Misra
 Cal. 2.3.68

Solicitor, Calcutta

A. L. CHANDRA E. CO.,
 CONSULTING ENGINEERS
 12, OLD POST OFFICE ST.
 CALCUTTA-1.

Dated this 2nd day of March 1968.



BETWEEN
SAILENDRA MOHAN MAZUMDAR & ORS.
AND
SM. KAMALA SENI.



C O N V E Y A N C

Super Sub-Registrar
at Bahadur

Handwritten signatures and initials



N 215
in Book No. 117
Volume No. 26
Pages 37 to 47
Being No. 1230
of the Year 1968

Handwritten signature
Super Sub-Registrar
at Bahadur

11. 3. 68

Ajit Kumar Ghose,
Solicitor,
6, Old Post Office Street,
Calcutta.