

8789 P

I 3395

200 Rs.

(दोसो (२००) रुपिया)

Rs. 200



Rs. 200

दोसो रुपया

under registration in rule 20, also under
12 of the
Muzal Tenancy Act, duly stamped
under the Bengal Stamp Amendment Act, 1922
Schedule I. A. No. 23 + 55
paid as under:

Transfer fee.....
Cost of transmission in C. F. Stamps
.....
Process fee in Court Fee stamps. 1/-
.....

Refer 1/-

[Signature]
Registrar of Assurances
Calcutta.

A 52/-
A 52/-
I 20/-
ma 20/-
mb 2/-
r 4/-
Kms 5/-

135/-
150/-
Kms 4/-

155/-
24750
Kms 4/-

THIS INDENTURE made this Eleventh day of October
One thousand Nine hundred and Thirty-nine BETWEEN: JAMINY
PROKASH GANGOOLY son of Jyoty Prokash Gangooly deceased residing
at No. 171/1, Lower Circular Road in the suburbs of the town of
Calcutta and ISHA PROKASH GANGOOLY son of Indu Prokash Gangooly
deceased residing at No. 171, Lower Circular Road in the suburbs
of the town of Calcutta both by caste Brahmin by occupation
landholders hereinafter called "THE VENDORS" (which expression
shall

24750
Process 1/-
Court Fee 1/-
1/8

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No. to Mr P. C. D.

1382 post-officer

Calcutta Collectorate,
Treasury
The 10.10.1939.



10 200
10 150
10 35

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By

Presented for registration at 2 PM
at the Calcutta Registration office
on the 11th day of October 1939
By Jamine Prakash Ganguly

Jamine Prakash Ganguly
Registrar of Assurances
Calcutta. 11/10/39

By *Jamine Prakash Ganguly*
son of *Jate Prakash Ganguly*
of 17/11 Law Circular Road, Calcutta
By caste *Brahmin*
By profession *Business*
son of *Jate Prakash Ganguly* of 17/11 Law Circular Road,
Calcutta, by caste *Brahmin*, by profession *Business*

Jamine Prakash Ganguly
Jate Prakash Ganguly

By *Pankajendra Nath Mukherjee*
son of *Pankajendra Nath Mukherjee*
of 9 Old Post Office Street Calcutta
By caste *Brahmin*
By profession *Attorney-at-Law*
Pankajendra Nath Mukherjee
Registrar of Assurances
Calcutta. 11/10/39

Thumb impression of the
executant is dispensed with.

Pankajendra Nath Mukherjee
- Registrar of Calcutta.
11/10/39



150 Rs.



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shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the FIRST PART, AND SM. LATIKA DEBI widow of Jino Prokash Gangooly deceased by caste Brahmin by occupation Grihasthali residing at No. 171/1, Lower Circular Road in the suburbs of the town of Calcutta hereinafter called "THE CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs executors administrators representatives and assigns of the SECOND PART, AND PULIN KRISHNA ROY son of Jasoda Lal Roy -- deceased by caste Tili by occupation Zamindar and Banker residing at No. 7, Abhoy Mitter Street in the town of Calcutta hereinafter called "THE PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the THIRD PART, WHEREAS one Joggesh Prokash Gangooly who was during his life time and at the time of his death a wealthy Hindu governed by the Dayabhaga School of Hindu Law died in or about

810
Sold to Mr P. C. D.

1 B Old post Office

Calcutta Collectorate,
Treasury

10-10-39

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...ing visited the residence of Latika Gangooly (Latika Debi)
... widow of Pink Bahadur Gangooly
... at 8 Pandana Street, Calcutta
... by profession Kashmiri

I have this day examined the
said Latika Gangooly (Latika Debi)
who has been identified to my
satisfaction by Pankajendra Nath Mukherjee
son of Shree Nath Mukherjee
resident of 9 Old Post Office Street, Calcutta,
by caste ... by profession Attended clerk to Mr. S. N. Sen, Solicitor,
and the said Latika Gangooly (Latika Debi)
admitted the execution of the document

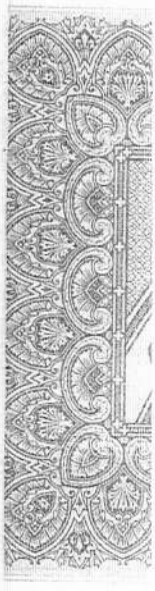
Latika Gangooly
Latika Debi
Pankajendra Nath Mukherjee
Atk Chandra Mukherjee
11/10/39
Registrar of Assurances
Calcutta.

Thumb impression of the
executant is dispensed with.

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11/10/39
Registrar of Calcutta



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Registrar of Assurances
Calcutta. 11/10/39





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about the month of September 1907 leaving Jyoti Prokash --
 Gangooly and Indu Prokash Gangooly his sons, ~~Sa. Kamalini Devi~~
~~his sole widow~~ him surviving and having prior to his death
 duly made and published his last Will and Testament in Bengali
 language and character on the 7th day of Baisakh 1311 B.S.
 corresponding with 19th April 1904 whereby he appointed his
 sons Jyoti Prokash Gangooly and Indu Prokash Gangooly his
 executors of his last Will and Testament AND WHEREAS Probate
 of the said Will was granted to the said executors on the 7th
 day of September 1907 by the High Court of Judicature at Fort
 William in Bengal in its Testamentary and Intestate Jurisdic-
 tion AND WHEREAS by his said Will the said Joggesh Prokash
 Gangooly gave demised and bequeathed amongst other properties
 the said messuages garden lands hereditaments and premises
 situated on the Bank of the Ganges at Konnagore to his said
 sons the said Jyoty Prokash Gangooly and Indu Prokash Gangooly
 in equal shares absolutely and for ever AND WHEREAS the said
 Jyoty Prokash Gangooly died in or about the month of September
 1919 leaving Jaminy Prokash Gangooly his son, ^{and} a widow of his
 predeceased son Jino Prokash Gangooly him surviving and having
 prior to his death duly made and published his last Will and
 Testament

J.P.
 I.P.
 L.G.

J.P.
 I.P.
 L.G.

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Mr P. C. D.

1 Bow Post Office 26

Calcutta Collectorate,

Treasury

10.10.1939.

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Registrar of Assurances

Calcutta.

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Testament in Bengali language and character on the 3rd day of September 1915 whereby and whereof he appointed his son the said Jaminy Prokash Gangooly sole executor of his said Will and Testament AND WHEREAS by his said Will the said -- Jyoty Prokash Gangooly gave devised and bequeathed his entire estate to his son the said Jaminy Prokash Gangooly absolutely and for ever and he made a provision for the widow of his predeceased son the said Jino Prokash Gangooly and he directed the said executor to pay during her life time the maintenance and a sum of Rs.20/- a month for clothes etc., and refreshments that she was getting by remaining included as a member of his family and in case she for any reason desires against the consent of the executor leaving the dwelling house to live elsewhere then the executor shall pay her altogether Rs.30/- only a month for life excepting that she shall have no other claim whatsoever AND WHEREAS on the death of the said Jyoty Prokash Gangooly Probate of the said Will was granted to the said executor on the 12th day of September 1919 by the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction AND WHEREAS Sreemotty Kadambini Devi ^{wife of the said Joggesh Prokash Gangooly} predeceased her husband the said Joggesh -- Prokash Gangooly in or about the year 1888 AND WHEREAS the wife of the said Jyoty Prokash Gangooly predeceased her -- husband in or about the year 1915 AND WHEREAS the said Indu Prokash Gangooly died intestate in or about the year 1931 leaving Isha Prokash Gangooly his only son heir and legal representative him surviving AND WHEREAS the wife of the said Indu Prokash Gangooly predeceased her husband in or about the year 1923 AND WHEREAS the Vendors Jaminy Prokash Gangooly and Isha Prokash Gangooly are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to



J. Mukherjee

Registrar of Assurances
Calcutta.

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an estate of inheritance in fee simple in possession or as
an estate equivalent thereto free from all encumbrances -
except a registered Lease ^{dated first June 1937} executed by the Vendors in favour
of Messrs. D. Waldie & Co. Ltd., which is still subsisting
to the said messuages garden lands hereditaments and premi-
ses situate at Konnagore and hereinafter fully mentioned and
described in the Schedule "A" hereunder written and intended
to be hereby granted and conveyed AND WHEREAS the said --
Vendors on the 15th day of July 1939 entered into an Agree-
ment with the Purchaser for the sale of the said premises to
the Purchaser containing by measurement an area of 14 Bighas
more or less subject to the said Lease in favour of Messrs.
D. Waldie & Co. Ltd., at or for the price of Rs.26,750/- and
on the same day received from the Purchaser a sum of Rs.501/-
(Rupees five hundred and one) by way of earnest and in part
payment of the purchase money AND WHEREAS on actual measure-
ment the area of the land comprised in the said premises has
been found to contain 12 Bighas 3 Cottahs ^{12 Chittacks 22 1/2}
Chittacks and as such the Vendors have agreed to accept the
price of Rs.24,750/- (Rupees Twenty four thousand seven --
hundred and fifty) in the place and stead of the said sum of
Rs.26,750/- as the consideration for the sale of the said
messuages garden land hereditaments and premises AND WHEREAS
the said Sreemutty Lotika Debi has at the request of the
Purchaser agreed to join and execute these presents for the
purpose hereinafter expressed in as much as her maintenance
and annuity as provided for in the said Will of the said
Jyoty Prokash Gangooly ^{have already been} secured by the other properties of
the said Testator bequeathed by and under the said Will NOW
THIS INDENTURE WITNESSETH that in consideration of the said
Agreement and in consideration of the sum of Rs.501/- (Rupees



J. Mukherjee

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Five hundred and one) paid on the 15th day of July 1939 as and by way of earnest and in part payment of the purchase money and in consideration of the further sum of Rs.24,249/- (Rupees Twenty four thousand two hundred and forty nine) to the said Vendors paid by the Purchaser on or before the execution of these presents, making together the sum of - Rs.24,750/- (Rupees Twenty four thousand seven hundred and fifty only) the receipt whereof the said Vendors do and each of them doth hereby admit and acknowledge and from the payment of the same and every part thereof do and each of them doth hereby acquit release and for ever discharge the said Purchaser as well as the said messuages garden land hereditaments and premises they the said Vendors do and each of them doth hereby grant release transfer convey and assign unto the said Purchaser his heirs representatives and assigns ALL THAT the messuage garden land hereditaments and premises fully set out and described in the Schedule hereunder and the said Sm. Latika Debi doth hereby confirm and release unto the Purchaser ALL THAT the messuage garden land hereditaments and premises fully set out and described in the Schedule hereunder OR HOWSOEVER OTHERWISE the said messuage garden land tenement hereditament and premises or any part thereof now are or is or at any time heretofore were or was situated tenanted butted bounded known numbered described or distinguished TOGETHER WITH all buildings fixture courts areas walls trees fences hedges ditches sewers drains water water-courses ways paths passage commons lights rights liberties privileges easements, and appurtenances whatsoever to the said garden land messuages hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or

reputed

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L. G.



J. Mukherjee

Registrar of Assurances
Calcutta.

11/10/38

reputed to belong or to be appurtenant thereto AND ALL THE ESTATE RIGHT TITLE INTEREST claim demand whatsoever of the Vendors in to or upon the said messuages garden land hereditaments and premises or any part thereof and the reversion or reversions remainder or remainders rents issues and profits and all deeds pattahs and muniments of title whatsoever in anywise relating to or concerning the said hereditaments and premises 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 garden lands messuages hereditaments and premises hereby granted or conveyed or expressed so to be unto and to the use of the said Purchaser absolutely and for ever subject to the hereinbefore mentioned Lease in favour of Messrs. D. Waldie & Co. Ltd., and the said Vendors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the said Vendors done or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuages garden 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 trust or other things whatsoever to alter defeat encumber or make void the same save and except that the said Lease in favour of Messrs. D. Waldie & Co. Ltd., yet subsisting and that notwithstanding any such act deed or thing whatsoever as aforesaid the said Vendors have now in themselves good right and full power to grant convey transfer and dispose of the said lands messuages hereditaments and

premises

L. G.

together with the benefit of the said lease dated 15th June 1937



J. M. S. S.

Registrar of Assurances
Calcutta.

11/10/29

premises hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid AND the -- Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuages garden lands hereditaments and premises hereby granted and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the - Vendors or any person or persons lawfully or equitably -- claiming from under or in trust for them or any of them and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estate and incumbrances created by the Vendors or any person or persons - lawfully or equitably claiming from under or in trust for them or any of them save and except the said Lease in favour of Messrs. D. Waldie & Co. Ltd., AND FURTHER that the -- Vendors and all persons or person having or lawfully any estate or interest in the said messuages garden lands hereditaments and premises or any of them or any part thereof from under or in trust for the 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 or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said messuages garden lands 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 the said Sm. Latika Debi doth hereby covenant, promise and - declare that she has released and relinquished and doth hereby release and relinquish unto the Purchaser for ever her right title and interest in the premises herein before expressed to be hereby granted and conveyed.



J. M. M. M.
Registrar of Assurances
Calcutta.

11/10/29

THE SCHEDULE REFERRED TO ABOVE.

ALL THAT two storied brick built messuage or dwelling house together with tank and trees thereon and the piece or parcel of partly Lakhraj and partly Mokarari Mourashi garden land thereunto belonging whereon or on part whereof the same is erected and built containing by admeasurement 12 Bighas 3 Cottahs ^{12 Chittahs} and 22 Sq.ft. more or less known as "KONNAGORE VILLA" also known as "RIVERSIDE GARDEN HOUSE" at Mouza Konnagore Sub-Registry Serampore Police Station Uttarpara in the District of Hooghly and bounded on the North partly by Mir Para Lane and partly by the land of Messrs. D. Waldie & Co.Ltd., on the East by the River Ganges, on the South partly by Panchu Dutt Lane and partly by the land of Hakim Habibar Rahaman and on the West partly by the land belonging to Messrs. D. Waldie & Co.Ltd., partly by the land of Akshoy Kali Chatterjee and partly by the land of Hakim Habibar Rahaman, Annual Mourashi rents of Rs.2/- and Rs.6/- are payable respectively to the estate of Joykissen Mukherjee and to Messrs. D. Waldie & Co.Ltd., in respect of Mokarari Mourashi portion of the said land. The Settlement Khatian No.2969 for Dag Nos. 8096,8097,8098,8099 & 8205 and Settlement Khatian No.2901 for Dag No.8100 & 8204 of J.L.No.7 of the Hooghly Collectorate. Survey no 408 B1

L.G.

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

SIGNED SEALED AND DELIVERED at)
1 B Old Post Office Street
Calcutta in the presence of:

Jimmy Prakash Gangooly (with circular seal)

He is, Suburban, Lushes, Calcutta.

Shab Prakash Gangooly (with circular seal)

Signed sealed and delivered at
to 17/1 Lower Cuttack Road

Lalita Gangooly (with circular seal)

Surendra Mohan Das, Mumbai, D.L. date to Mr. S. N. ...

Lalita Gangooly, Explained by me to Mr. Lalita Gangooly, Pankajendra ...



J. M. M. M.

Registrar of Assurances

Calcutta.

11/10/38

Memo of Consideration

By G.E. notes no $\frac{A}{0}$ 324746, 324747, 324748
346696, 322068, 343351, 343352, 343353
341070, 342381, 345750, 322985
344376, 317912, 343484, 330929,
330930, 340362, 339996, 346642,
325080, 341127 and 342703

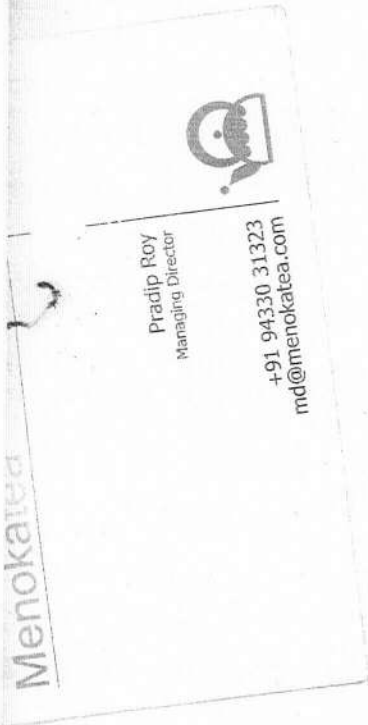
23 pieces @ Rs 1000/- each Rs 23000/-
Small notes and Cash - - - - - Rs 1249/-
Earnest money paid 15 July 1959 Rs 501/-

Total Rs 24750/-

Amount twenty four thousand seven hundred and fifty and

Witnesses
J. C. Sanyal

Jamini Prakash Ganguly
Isha Prakash Ganguly.





J. M. M. M.
Registrar of Assurances
Calcutta. 11/10/78

DATED THIS 11th DAY OF OCTOBER, 1939

Between:
JAMINY PROKASH GANGULY & ANR. 1st Part.
Sm. LATIKA DEBI 2nd Part.
and
PULIN KRISHNA ROY 3rd Part.

Registered
Book No. F
Volume No. 118
Pages 41 to 50
Being No. 3395
For the year 1939



Chamberlain
Registrar of Assurances
Calcutta
[Signature]

de

CONVEYANCE.

P. C. DE.
Solicitor.
1B, Old Post Office Street.
Calcutta.