Ajay 1941. 3.20. Sealdah. I - 46 - 1 - 10 - 1994,

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सत्यमेव जयते

FIVE RUPEES भारत FIVE RUPEES

4369

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No-1994
Stamp 1000 Rs. Stamp 500 Rs. Stamp 200 Rs. Stamp 50 Rs. all are special adhesive. Stamp affixed by. sd. M.N. Bose Stamp Superintendent - Calcutta Collectorate.

THIS INDENTURE made this 12th day of August One thousand nine hundred and Forty One

BETWEEN RAJENDRA NATH ROY of No. 42A Hazra Road in the town of Calcutta and SATYENDRA NATH ROY C.S.I C.I.E. I.C.S. of 5 Hastings Road, New Delhi both sons of Kedar Nath Roy deceased Brahmo Service holders hereinafter called the " Vendors ,

23.

Admissible under Section ... of the Indian Stamp Act of 1899 ... Section ... Clause ... Schedule ... Article ... Amount ... Amount ... 750 ... under the Calcutta Improvement Act 1911 Rs. 1050 Excess ... Total Rs. 1750/-

Fee paid as under.
A 10 2/-
H 3/-
105/-

Sd. B.L. Roy
Registering Officer.
12-8-41

(Contd. ..... 2.)

day of March One thousand nine hundred and five

Contd. ..... 3.

4822 29/7/88

নং ..... তাং .....

নাম শ্রী ..... Adv

ঠিকানা .....

থানা .....

ভেন্ডার শ্রী .....

আলিপুর পুরসভা কেন্দ্র
২৪ পরগণা, কলিকাতা-২৭

Presented for Registration at 3.00 p.m. on the 12th Day of Aug 1941 at the Sealdah Sub Registry Office by Rajendra Nath Roy. Executant or the Executants. Authority for Executant / Claimant under a Power of attorney No ..... for 19 ..... authenticated by the ..... Registrar of ..... Sd. Rajendra Nath Roy.

Sd. B.L. Roy
S.R. of Sealdah.
12.8.41

Registered in Book No I Volume No 46 Page No. 1 to 10. Being No 1994. for the Year 1941

Sd. B.L. Roy
S.R. of Sealdah.
28.8.41

Compared by
Sd. Illegible 28.8.41

Read by
Sd. Illegible 28.8.41

Compared by
Sd. Illegible 28.8.41

Execution is admitted by Rajendra Nath Roy.
Son/~~Wife/Daughter~~ of Kedar Nath Roy
of 42A. Hazra Road.
District 24 Parganas. P.S. Ballygunge.
By Caste/~~Hindu Muslim~~ Brahmin.
By Profession Landed holder for self and as Constituted attorney for Mr. Satyendra Nath Roy J.C.S. C.I.S.
Sd. Rajendra Nath Roy for self and as Constituted attorney for Satyendra Nath Roy.
Personally known to me.
Sd. B.L. Roy
S.R. of Sealdah.
12.8.41

Execution is admitted by Mr. Gomi Sankar Mukherjee
Son/~~Wife/Daughter~~ of Late Kali Sankar Mukherjee
of 4 Hastings Street
District 24-Parganas. P.S. Calcutta.
By Caste/~~Hindu Muslim~~ Brahmin.
By Profession Solicitor as Constituted attorney for Mr. Satyendra Nath Roy. J.C.S. C.I.S. C.I.E. is admitted by him.
Sd. Gomi Sankar Mukherjee Constituted attorney for S.N. Roy.
Personally known to me.
Sd. B.L. Roy
S.R. of Sealdah.
23.8.41

Vendors (which expression unless excluded by or repugnant to the context shall include their respective heirs executors administrators and representatives) of the One Part AND PEARY MOHAN MUKHERJI son of Dr. Baikuntha Nath Mukherji deceased of No. P93, Monoharpukur Road by caste Brahmin ~~Brahkin~~ by occupation merchant hereinafter called the Purchaser (which expression unless excluded by or repugnant to the context shall includehis heirs executors administrators representatives and assings) of the Other Part WHEREAS by a decree dated the Twenty fifth day of April one thousand nine and four made in Suit No. 159 of 1902 in the Court of the Subordinate Judge of (2nd Page) Twenty-four Parganas wherein Sarat Chandra Ganguly and Probodh Chandra Ganguly were the were the plaintiffs and Ambica Nath Ganguly, Nundo Lall Ganguly and Nagendra Nath Ganguly were the defendants it was inter alia decreed in accordance with the terms of Solenamah or Settlement filed by the parties to the said suit that the said Ambica Nath Ganguly was entitled to one third part or share of and in the immoveable properties in the plaint in the said suit mentioned AND WHEREAS in and by virtue ofthe said decree and as for his one equal third part or share of and in the said immoveable properties ALL THAT piece or parcel of land hereditaments and premises and tank marked C3 in the plan thereto annexed and incorporated therein together with an undivided Seveneighteenth share in a path way thereon referred to and maeked F and containing by estimation an area often cottahs and two chittacks 22 Square feet which was thereby declared to be joint and intended for the use of the said Ambica Nath Ganguly and certain other parties to the said suit were alotted to the said Ambica Nath Ganguly AND WHEREAS the portion ofland hereditaments premises together with the tank therein thus allotted to the said Ambica Nath Ganguly was then known and numbered as municipal premises No. 42 Hazra (3rd page) Road AND whereas by a deed ofConveyance bearing date the Twenty-eighth day of March One thousand nine hundred and five

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fees Paid:-
4.00
14.00
5.00
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23 -25
Rupees twenty three and paisa twenty five only
A Ray Chowdhury
4369
21/3/88
P.K. Sinha Roy
28/3/88

made between the said Ambica Nath Ganguly of the one part and Mrs. Kamini Roy wife of one Kedar Nath Roy ofthe other part and registered in Book No. 1 Volume 7 Pages 171 to 182 in the office of the Sub-Registrar of Twenty-four Pergannahs being No. 710 for the year 1905 the said Ambica Nath Ganguly for consideration mentioned therein did grant convey and transfer unto the said Mrs. Kamini Roy all that garden land hereditaments and premises together with tank therein and being municipal premises No. 42 Hazra Road fully described in the Schedule thereto AND WHEREAS the said Kedar Nath Roy died on or about the Ninteenth day of Octoher One thousand nine hundred and nine leaving a will dated the Sixth day of June one thousand nine hundred and four whereof he appointed his wife the said Kamini Roy and Janendra and Jatindra sons by his predeceased wife Sonudamini his Executrix and Executors and whereby after making provision for certain legacies he devised and bequeathed his resi-uary estate in equal shares unto his said (1) wife Kamini Roy (2) Satyen his son by his predeceased wife Soudamini (3) Rajendra (4) Lila (5) Asoke (6) Mihir and (7) Nirmalendu the last five being his children by her said wife Kamini Roy AND WHEREAS Probate of the said will of the said Kedar Nath Roy was on Third day of March one thousand nine hundred and Ten issued out of and under the seal of the District Court of Hazaribagh to the said Kamini, Jnanendra and Jatindra AND WHEREAS by a General Power of Attorney bearing date the twenty-sixth day of April One thousand nine hundred and Ten the said Jatindra and Jnanendra did nominate constitute and appoint the said Kamini Roy as their attorney for the purpose of administering the estate of the said Kedar Nath Roy in such manner as she might think expedient AND WHEREAS by virtue of the said power of Attorney as algo of the said will of Kedar Nath Roy the said Kamini Roy had been administering the estate of the said Kedar Nath Roy AND WHEREAS the said Asok Roy died intestate and unmarried on or about Fourth day of May one thousand nine hundred and thirteen AND WHEREAS the said Lila died intestate

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and unmarried on or about the Twentyfirst day of July One thousand nine hundred and twenty AND WHEREAS the said Mihir also died instate and unmarried on or about the ninth day ofNovember one thousand nine hundred and twenty six AND WHEREAS the executors Jnanendra and Jatindra died in (5th page) the year in One thousand nine hundred and twwnty-eighth and one thousand nine hundred and thirty respectively AND WHEREAS by a deed ofRelease bearing date the Twentysecond day ofMay one thousand nine and thirty two made between the Vendor Rajendra of the one part and the said Kamini Roy Nirmalendu and the Vendor Satyendra of the other part and registered in Book 1 Volume 35 pages 248 to 265 in the office of the Sub-Registrar of 24-Parganas being No.1896 for the year 1932 the Vendor Rajendra for consideratio fully mentioned therein ~~re~~ did release reassure relinquish and confirm unto the said Kamini Roy Nirmalendu and the Vendor Satyendra right title and interest as vested in him by virtue of the will of the said Kedarnath Roy and which would vest in him after the death ofhis mother the said Kamini Roy of and in the immoveable properties fully described in the Schedule "C" thereunder written including inter alia premises No. 42A Hazra Road which is and was a portion ofthe old Municipal premises No. 42 Hazra Road AND WHEREAS by a Deed of Conveyance bearing date the Twenty-eighth day ofJuly One thousand nine hundred and thirty three and made between Nirmalendu of the first part Rajendra of the Second part the said Kamini Roy the sold surviving executrix of the will of the said ~~(Sri)~~ Kedar Nath Roy of the third part (6th page) and the said Kamini Roy and Satyendra of the fourth part and registered in Book 1 Volume 76 pages 102 to 125 in the office of the Registrar of Assurances , Calcutta being No. 2605 for the year 1933 after reciting that the said Nirmalendu Roy for consideratio mentioned therein did thereny grant convey and transfer and th parties therein of Second part did confirm unto the parties therein described ofthe fourth part his undivided $\frac{16}{63}$ share in 42A Hazra Road amongst other properties AND WHEREAS the said Kamini Roy died intestate on or anout the Twenty-Seventh day of September one

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thousand nine hundred and thirty three leaving her surviving her sons Rajendra and Nirmalendu her sole heirs AND WHEREAS one Protapmull Srimall in executio of a money decree obtained by him against the said Nirmalendu put to sale the undivided right title and interest of the said Nirmalendu in the said premises No. 42A Hazra Road inherited by him from his mother the said Kamini in execution Case No. 1455 of 1933 in the Court of First Munsiff of Alipore AND WHEREAS at the sale held on the Sixteenth day of July One thousand nine hundred and thirty four one Sir Abdul Halim Guznavi purchased for and on behalf of and with money supplied by the Vendor Satyendra at or for the price of Rupees One thousand two hundred and fifty five the right title and interest of the said Nirmalendu in the said part and the said Kamini Roy and Satyendra of the fourth part and registered in Book I Volume 76 pages 102 to 125 in the office of the Registrar of Assurances, Calcutta being No. 2605 for the year 1933 after reciting that the said Nirmalendu Roy for consideration dentioned therein did thereby grant convey and transfer and the parties therin ofSecond part did confirm unto the parties therein described of the fourth part his undivided $\frac{16}{63}$ share in 42A Hazra Road amongst other properties AND WHEREAS the said Kamini Roy died intestate on or about the Twenty - Seventh day ofSeptember one thousand nine hundred and thirty three leav -ing her surviving her sons Rajendra and Nirmalundu her sole heirs AND WHEREAS one Protapmull Srimall in execution of a money decree obtained by him against the said Nirmalendu put to sale the undivided title and interest of the said Nirmalendu in the said premises No.42A Hazra Road inherited by him from his mother the said Kamini in execution Case No. 1455 of 1933 in the Court of First unsiff of Alipore AND WHEREAS at the sale held on the Sixteenth of July One thousand nine hundred and thirty four one Sir And Malim Guznavi purchased for and on behalf of and with money qupplied by the Vendor Satyendra at or for the price of Rupees One thounsand two hundred and fifty five the right amount and interest of the said Nirmalendu in the said

(7th Page) -7-

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Premises No. 42A Hazra Road inherited by him from the said Kamini Roy as aforesaid AND WHEREAS by a deed of Transfer bearing date the Fourteenth day of December one thousand nine hundred and thirty seven made between the said Sir Abdul Halim Guznavi of the one part and the said Satyendra Nath Roy of the other part and Retistered in Book I Volume 109 Pages 275 - 278 in the office of the Registrar of Assurances Calcutta being No. 4120 for the year 1937 the said Sir Abdul Halim Guznavi released and assigned unto the Vendor Satyendra the said right title and interest of the said Nirmalendu in the said premises No. 42A Hazra Road inherited by the said Nirmalendu from the said Kamini as aforesaid and purchased by him at the sale held on the 16th Sixteenth day of July one thousand ~~three~~ nine hundred and thirty four in execution Case 1455 of 1933 AND WHEREAS in the vents which have happended the Vendors Rajendra Nath Roy and Satyendra Nath Roy are now jointly seised and possessed of and otherwise well and sufficiently entitled to as of an estate of inheritance in fee simple in possession the said lands tenements hereditaments and premises No. 42A Hazra Road mentioned and and described in the Schedule hereunder written and intended to be hereby granted conveyed transferred assigned and assured absolutely free (8th page) 8 - free from all encumbrances AND WHEREAS the Vendors have agreed with the pt purchaser for an absolute sale to him of the said land lands tenements hereditaments and premises mo-re particularly mentioned and described in in the Schedule hereunder written at or for the price or sum of Rupees Fifty thousand free from all encumbrances NOW THIS INDENTURE WITNESSETH that in pursuance ofthe said agreement and in consideration of the said sum of Rupees Fifty thousand paid on or before the execution of these presents (the receipt and payment of which the Vendors do and each of them doth hereby admit and acknowledge) they the Vendors do and each of them doth hereby grant convey transfer and assure unto the Purchaser ALL THAT the land tenement hereditaments and premises mentioned and described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the premises or any part thereof now is or are or at any time

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heretofore was or were situated butted bounded called known numbered described or distinguished TOGETHER WITH all and singular the buildings houses godowns and other erections and fixtures if any thereon and thereunto belonging and with the same usually held used occupied or enjoyed AND all ways paths passages drains lights privileges easements (9th page) -9- easements appendages and appurtenance whatsoever to the said lands tenements hereditaments and premises belonging or in any wise appertaining or reputed or known to be part or parced or member thereofwhich now ~~is~~ is or ar or heretofore were or was holden used occupied or enjoyed therewith and the reversion or reversions remainder or remainders rents issues and profits thereof and all the right title interest property claim and demand of the Vendors into out of and upon the said premises and every part thereof and all deeds documants and muniments of title relating TO the same TO HAVE AND TO HOLD the said land tenement hereditament and premises hereinhefore expressed to be hereby granted conveyed transferred or assured or expressed or intended so to be unto the purchaser absolutely free from all encumbrances and for ever and the vendors do and each of them doth hereby convenant with the purchaser that they the Vendors have good right full power and absolute authority to grant convey transfer and assure the said premises and every part thereofunto the purchaser in manner aforesaid and that the purchaser shall or may at all times hereafter peace ably and quietly possess and enjoy the same and every part thereof and receive and realise the rents issues and profits thereof without any eviction interuption claim or demand whatsoever (10th page) whatsoever by the Vendors or any person claiminglawfully or equitably through under or intrust for them and that free and clear and freely and clearly and absolutely acquicted exonerated and released or otherwise by andat the coste or expenses of the Vendors well andsufficiently indeminified of from and against all manner of claims charges liens debts attachments lispendens and encumbrances whatsoever created made done occasioned or suffered by the Vendors or by any person or persons claiming as aforesai

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aforesaid and the Vendors do each of them doth hereby further covenant with the purchaser that the Vendors and all persons having or lawfully or equitably claiming through under or in trust for the Vendors as aforesaid shall and will from time to time and at all times hereafter at the request and costs ofthe purchaser or of person or persons same cause to be done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the said premis-es and every part thereof unto the purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

All That two-storied brick-built dwelling house together with the piece or parcel or parcel of Revenue freeland whereon or on part whereof the same is erected and built containing by admeasurement 2 Bighas 14 Chittacks 20 Suare feet more or less but now found to ~~contion~~ contain 1 Bighas 19 Cottas 7 Chittaks 38 Sqft. more or less including a passage measuring 8 Cottahs 15 Chittacks and 5 square feet situate lying at and being premises No. 42A Hazra Road in Dihi Panchannagram, Mouza Garcha, Thana Ballygunge Sub-Registry Sealdah in the District of Twenty four Pargannahs comprised formerly within Holding Nos, 26A , 27A and 26/1 at present in Nos. 214/161 and 215/161 Division N Sub Division N and butted and bounded in the manner following that is to say on the North formerly by Kalimohan Dass's Garden land at present by "the Lansdown Dhobi Khana" of theCalcutta Corporation and the premises occupi occupied by "Bengal Steam Laundry Company Limited". on the East formerl -ly by Kalimohon Dass's Garden and Gopi Naskar's land and tank and by Ramtaran Banerjee's land at present partly by 42 , Hazra Road Partly by Adhur ~~Baju's~~ Babu's land leased out to Ram Kumar Dalmiya with a two storied "Mud Kuttah" built on a portion thereof and partly byland belonging to Sreemutty Basanti Devi (widow of late Mr. C. R. Das) on the South formerly partly by premises No. 42, Hazra Road partly by passage leading to 42A Hazra Road and partly by Gopal Banerjee's

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Garden land at present partly by 42, Hazra Road partly by Hazra Road and partly by 41 Hazra Road owned by Mr. S.D. Gupta, Controller of Army and Military Accounts, Goverment of India and on the West formerly partly by Sarat Ganguly's Garden land and partly by passage leading to 42A Hazra Road at ppresent by premises No. 16 Ritchie Road owned by Bijendra Nath Datta and by premises No. 18 , Ritchie Road belonging to Rai Nalini Kanta Das Gupta Bahadur.

(12th Page) - 12 - Mr.

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

(SIGNED SEALED AND DELIVERED by the above named Rajendra Nath Roy and by the above named Satyendra Nath Roy by his constituted attorneys he said Rajendra Nath Roy and Gouri Sankar Mukherjee under a duly registered power of attorney dated 14th March 1939 registered in Delhi in Book-I Volume 223 at pg 225-230 for 1939 in the presence of sd. Sudhansu Sekhar Banerjee assistant to Messrs Dutta & Sen Solicitors Calcutta sd. H.K. Sen Solicitor Cal.) sd. Rajendra Nath Roy seal, Satyendra Nath Roy seal, by Rajendra Nath Roy constituted attorney sd. Gouri Sankar Mukherjee constituted attorney for S.N. Roy

Memo of Consideration Paid as Earnest Rs. 1001/- paid on 21.7.41 by cheque no. B. 02709/29 drawn by Susil C. Sen on Grindlays & Co. Ltd. Rs. 4000/- By cheque no.

B 02709/31 on grindlay & co Ltd. dated 12.8.41 in favour of vendors drawn by Susil C. Sen. Rs. 44941/10. By cash Rs. 57/6. // Total Rs. 50000/- (Rupees fifty thousand only) sd. Rajendra Nath Roy Satyendra Nath Roy by Rajendra Nath Roy sd. Gouri Sankar Mukherjee Constituted atty. Witnesses sd. Sudhansu Sekhar Banerjee sd. H.K. Sen (Back page) ~~[illegible]~~

DATED THIS 10 DAY OF 6

1941

-- BETWEEN --

RAJENDRA NATH ROY & ANOTHER VENDORS

-- AND --

PEARY MOHON MUKHERJI PURCHASER

CONVEYANCE

DUT & SEN,
SOLICITORS
6, old Post Office Street
Calcutta.

conveyance Dutta & Sen solicitors 6 old post-office street Calcutta. —— True Copy

Copied by
Sd. Illegible
28.8.41

Read by
Sd. Illegible
28.8.41

Compared by
Sd. Illegible
28.8.41

Sd. Bhupendra L. Roy
Sub-Registrar
28.8.41

C. Copied & read by
Sulopa Mahadani
23.3.88

C. Compared by
Anita Chakraborty
23.3.88

Plan attached to

Book No 1

Volume No 46

Pages — to 3

Being No 1994

For the Year 1941

Deputy Registrar of Sealdah