Book 1 volume 9 Pag 10/15 Being 223 for 1929 S.R. - Kispat

भारतीय गैर न्यायिक

भारत

दस रुपये

रु.10

TEN RUPEES

Rs.10

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

25AA 473122

8317

10 MAY 2015

7.35
5.00
12.35

29-7-08

No. 223
Stamp nine hundred & eighty Rupees
(Rs 500/- + 200/- + 200/- + 80/-
and Rs 40/- respectively
Stamp Affixed by Sd. Pasupati
Behari Shaikh Stamp
Superintendent Calcutta
Collectorate

This Indenture made this
eighth day of March one thousand
nine hundred and twenty
nine Between Nikunja Behary
Pal son of Banku Behary Pal
deceased of No. 5, Harrishandra
Pal Lane in Cossipore in the
District of Twenty four Parganas

4986

1 0 JUL 2008

EI No.....DATE.....

NAME.....

ADD.....

AMT.....

Arup Chaudhury
ADVOCATE
High Court Calcutta

LICENSED STAMP VENDOR
CALCUTTA REGISTRATION OFFICE

8317

26-8-08

by caste Sadgope by occupation merchant landholder hereinafter for the sake of brevity referred to as the vendor which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and or assigns) of the one part and Sarbapanjan Byack son of Kidar Nath Byack deceased of No. 74 Bradon Street in the town of Calcutta by caste Santubai by occupation landholder (hereinafter for the sake of brevity referred to as the Purchaser which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and or assigns) of the other part whereas on the 14th day of December 1923 the purchaser lent and advanced to the vendors

23
4201
5601
7801
Refund
A = 58
W = 1
59

Sd S. K. Sen
R

10 MAY 2012

3-P No. 8th March 29
at the consideration of registry office of Nikunja Behari Pal Executant

Witnessed:
Sd. Nikunja Behari Pal
Executant
Sd S. K. Sen
R
8. 3. 29

Executions
Nikunja Behari Pal
Banku Behari Pal lane
Harish Chandra Pal lane
Sadgopa
trades.

T.I. No. 278
Sd. Nikunja Behary Pauls

Identified by
Achutta Nanda Sett
Bhanu Kori Sett
15, Gopal Chandra Hatty Road
Calcutta
Janakbai
a service

Achutta nanda Sett

Sd S.K. Sen
S.R.
8.3.29

Registered in
Book No. 1
Volume No. 9
Pages 10 to 15
being No. 223
for the year 1929
Sd. S.K. Sen
11.3.29

(seal)
Sd. illegible
11.3.29

balance the sum of Rs 22,000 carrying interest at the rate of 9 per cent per annum which quarterly rents on the mortgage of the three parcels of immoveable property in the schedule thereunder written and hereafter more fully described in the schedule hereunder written and hereon as one item of property being Holding No. 143 B which should have been included in the said Deed of mortgage was inadvertently admitted. And whereas on the 14th day of December 1923 the vendors father executed a mortgage in favour of Biswa Ranjan By sack the son of the purchaser securing the said loan of Rs. 22,000 and interest on the three parcels of immoveable property in the said mortgage mentioned and which amount was given by the purchaser in the Benami name of his son Biswa Ranjan

By reason whereof he now has he any beneficial interest therein the money advanced to the vendor's father and secured by the said mortgage dated the 14th day of December 1923 entirely belong to the purchaser. And whereas the vendor's father now being dead leaving the vendor as his one son and heir it has now been agreed by and between the vendor and the purchaser that the vendor will convey to the purchaser the several parcels of immoveable property in the schedule hereunder fully described which are of the aggregate value of Rs. 28,000 in full satisfaction of the principal amount and interest and costs due or payable under the said mortgage dated the 14th day of December 1923 and the said mortgage thereupon fully (page 2) fully satisfied and discharged and the purchaser will reconvey to the vendor the dwelling house being item No. 1 of the schedule written under the said mortgage dated the 14th day of December 1929 freed and discharged from the said mortgage and a reconveyance to that effect is intended to be executed simultaneously with these presents Now this Indenture witnesseth that in consideration of the sum of Rs. 28,000 taken by the purchaser in full satisfaction of his claim under the said deed of mortgage dated the 14th day of December 1923 and in consideration of the said

10 AUG 2018

Reconveyance being executed by the purchaser in favour of the vendor and in consideration of the premises the vendor doth hereby grant convey and transfer unto the purchaser All those three several pieces or parcels of land dwelling house messuage tenement and premises fully described in the Schedule hereunder written or thereon other wise the said land dwelling house hereditaments and premises or any of them or any part thereof now are or is or at any time heretofore were or was situated bounded called known described or distinguished together with all buildings out houses godowns stables coach houses erections yards compounds trees fences hedges ditches wells rights lights appendages and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging or in any wise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto all the estate right title interest property claim and demand whatsoever of the vendor and each of them of in to or upon the said hereditaments and premises and every part thereof and all deeds evidences writings and other documents whatsoever exclusively relating thereto in the hands of the vendor or either of them or which they or he can procure without such to have and to hold the said land dwelling house hereditaments and premises hereinbefore expressed to be hereby granted with the appurtenances

unto the purchaser absolutely for ever and the vendor doth hereby covenant with the purchaser that the vendor now have good right to grant convey and transfer the said hereditaments and premises hereby granted conveyed and transferred or expressed so to be unto the purchaser in manner aforesaid and the purchaser shall and may at all times hereafter peaceably and quietly possess and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever. And that free from all incumbrances whatsoever. And further that the vendor and all other persons claiming or lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any part thereof from under or in trust for the vendor or any of them or any of their respective ancestors shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such acts deeds and thing and assurances in the law whatsoever for further or more perfectly assuring the said hereditaments and premises and every part thereof unto the purchaser in manner aforesaid as shall and may be reasonably required (a) Schedule (Page 3)

The schedule above referred to Lot 1 All that two storied brick built messuage or dwelling house together with a piece or parcel of revenue playing land thereunto belonging or any part where of the same is erected or built containing by estimation

10 MAY 2016

(55)

19 cottahs and 5 chittacks more or less situate
lying at and being portion of the municipal
premises No. 5 (formerly No 3) now No 7 Harish
chandra Pal Lane in cossipore within cossipore
chitpore municipality comprising Holding No. 144
in Division 1 sub division 3 in mouza Purba
Uttarpara of Government Khas Mahal estate Dehi Panda-
nnagram Thana and Sub Registry cossipore in the
District of 24 Parganas paying therefore an annual
Government rent of Re 1.06 at the Alipore collectorate
and butted and bounded on the North by the mortgaged
garden land comprising Holding No. 139 on the east
by the land belonging to Kalipada Sur comprising
Holding No. 143 on the South by the land belonging
to Hari chandra Pal comprising Holding No. 145 and
on the west by the Public Road known as Haris
chandra Pal Lane Lot II All that piece or parcel of
revenue paying land containing by estimation an area
of 5 Bighas 10 cottahs and 4 chittacks more or less situate
lying at and being a portion of the municipal premises
No 5 (formerly No. 3) now No. 6/1 Haris chandra Pal
Lane in cossipore within cossipore chitpur municipality
comprising and forming a part of Holding numbered
138 A and the entire Holding 138 B and 139 in
Division 1 Sub Division 14 in mouza Purba Uttar-
para of Government Khas mahal estate Dehi
Panchannagram Thana and Sub Registry cossipore
in the District of 24 Parganas of which three
holding an annual Government rent of Rs.

10 MAY 2018

Sd. Nikunja Behary Paul (mortgagee Deed) of Sd. Mahi M. Chatterjee Solicitor Calcutta Sd. Amath Bandhu Chakraborty clerk to Mr. M. M. Chatterjee received from the within named purchaser the within mentioned sum of Rupees Twenty eight thousand only being the full consideration money as per memo below Rs. 28,000/- Memo of consideration By satisfaction of the mortgage dated the 14th December 1923 and the reconveyance of even date Sd. Nikunja Behary Paul witnesses Sd. Mahi M. Chatterjee Sd. Amath Bandhu Chakraborty (Page 5) Dated the 8th day of March 1929 Nikunja Behary Pal to Barba Ranjan By sale conveyance M. M. Chatterjee

True copy

Sd S. K. Sen
Sub Registrar
11. 3. 29

copied & read by
Sd Illegible 11. 3. 29

compared
Sd Illegible 11. 3. 29

C. copied & read by
Anita Chakraborty
25. 8. 08

C. compared
Dipali Ghatak
25. 8. 08

Chakraborty
25-8-08