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Stamp duty paid under the Indian Stamp Act as amended by Act III of 1922
 Stamp duty paid under the Indian Stamp Act as amended by Act III of 1922
 Additional duty paid under the Calcutta Improvement Act. 16
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29/5/25
 District Sub Registrar,
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THIS INDENTURE made this *29th* day of *May* One Thousand Nine Hundred and Forty-Five BETWEEN SHIVA NARAYAN BOSE son of -- late Jatindra Nath Bose of Kadankus Road, Patna at present residing at *11/1A, Priya Nath Mallick Road Bhowanipore within the municipal limits of* the town of Calcutta by Caste *Sut* Kayastha by Occupation Advocate hereinafter called The "VENDOR" (which term shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the One Part AND PANCHANAN SINHA and ANATH NATH SINHA, both sons of late Shib Chandra Sinha and PROBHAT CHANDRA SINHA son of late Amarendra Kumar Sinha all residing at No. 12/D, Madhav Chatterjee Lane, Bhowanipore within the Municipal limits of the town of Calcutta all by Caste Kayastha by Occupation Service-holders hereinafter called The "PURCHASERS" (which term shall unless excluded by or repugnant to the context be deemed to include their and each of their respective heirs executors administrators representatives and assigns) of the -- Other Part WHEREAS premises No. 53, Padmapukur Road hereinafter called the said premises was the self-acquired property of one Umesh Chandra Sinha he having purchased the same from one Girish Chandra Bandopadhyay by an Indenture of Bengali Kowala dated the 14th Pous 1296 B. S. AND WHEREAS the said Umesh Chandra Sinha was seized and possessed of or otherwise well and sufficiently entitled to the said premises AND WHEREAS the said Umesh Chandra Sinha who was during his life time and at the time of his death

Sd/-

Presented for Registration
at 11/30 A.M. or P.M. on the 29/14
day of May 1914

Sadar Registration office at
Alipore by Shiva Narayan Dore

.....
Executant or Claimant or attorney
Executant or Claimant or attorney
for

.....
under power of
attorney No. 19
authenticated by the Sub-Registrar

Sivanarayansore



Sub-Registrar
Alipore
19/14

Shiva Narayan Dore is admitted by
Shiva Narayan Dore

Sivanarayansore
son of Shiva Narayan Dore
in 11/14 1/14 1/14
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By caste
By profession

T. G. ...
with ...
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Lachish Chandra
son of Shiva Narayan Dore
Thana
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By caste
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Lachish Chandra

Sub-Registrar
District Sub-Registrar,
Alipore

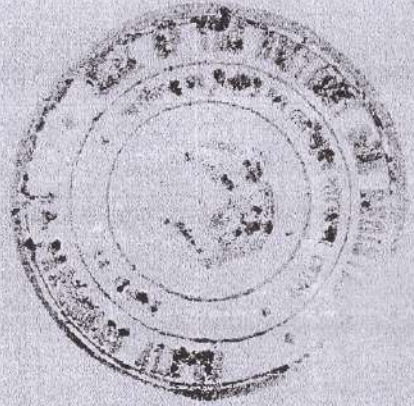
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a Hindu governed by the Bengal School of Hindu Law died in the year 1288 B. S., intestate leaving Sreemati Jagat Mohini Dassi his sole widow and heiress and Khetro Mohon Sinha and Shib Chandra Sinha -- both since deceased his two brothers him surviving and leaving --- amongst other properties the said premises AND WHEREAS on the death of the said Umesh Chandra Sinha the said Sreemati Jagat Mohini Dassi became entitled to a Hindu widow's Estate in the properties including the said premises left by her husband the said Umesh Chandra Sinha AND WHEREAS the said Sreemati Jagat Mohini Dassi alleging -- various legal necessities and in consideration of Rs.4,000/- (Rupees Four Thousand) lent and advanced to her on the 19th May 1925 executed an Indenture of Mortgage registered at the Sadar Sub-Registration Office of Alipore in Book No. 1, Volume 55, Pages 1-7 Being No. 2355 for the year 1925 in favour of One Charu Chandra Chunder whereby she purported to grant convey and transfer subject to the proviso for redemption therein contained unto the said Charu Chandra Chunder ALL THAT brick built dwelling house being the said premises No. 53, Padmapukur Road fully described in the said Indenture of Mortgage and also described in the Schedule hereunder written AND WHEREAS the said Sreemati Jagat Mohini Dassi having failed to pay the amount due under the said mortgage the said Charu Chandra Chunder on the 28th day of August 1926 instituted a suit in the Court of the First Subordinate Judge of Alipore in the District of 24 Pergannahs against the said Sreemati Jagat Mohini Dassi being Title suit No. 133 of 1926 for recovery of the amount due under the said mortgage AND WHEREAS the usual Preliminary Mortgage Decree in the said suit was passed on the 24th day of September 1926 and the final decree for sale was passed on the 26th day of November 1926 and in pursuance of the said final decree the said mortgaged property being premises No. 53, Padmapukur Road was put up for sale and the same was sold on the 9th day of January 1928 and the said Charu Chandra Chunder was declared the purchaser of the said pre-

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Sub-Registrar

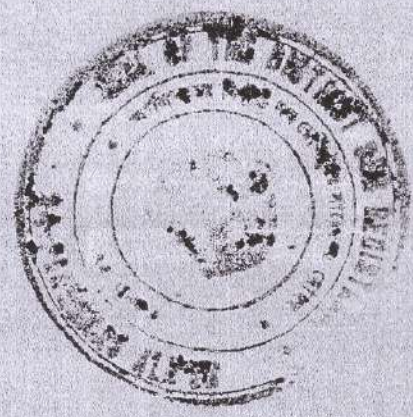
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premises and the sale certificate was issued in his favour on the 15th February 1928 in respect of the said premises AND WHEREAS by an Indenture of Declaration of Trust dated the 8th September 1933 made between the said Charu Chandra Chunder of the One Part and the said Shiva Narayan Bose of the Other Part IT WAS WITNESSED AND DECLARED by the said Charu Chandra Chunder that the consideration for the said mortgage dated the 19th day of May 1925 as also the other moneys spent for prosecuting the said suit were in fact advanced by the said Shiva Narayan Bose and that all such moneys were his proper moneys and that the said Charu Chandra Chunder purchased the said property for and on behalf of the said Shiva Narayan Bose and that the said Charu Chandra Chunder had never any beneficial interest in the said premises described in the said sale certificate and also in the schedule hereunder written and that the said Charu Chandra Chunder held the same as trustee and/or for and on behalf of the said Shiva Narayan Bose and that the said premises at all material times since the said purchase absolutely belonged to the said Shiva Narayan Bose AND WHEREAS the said Khetre Mohon Sinha died in or about 1296 B.S. intestate without leaving any male issue and the said Shib Chandra Sinha died intestate in or about 1298 B. S. leaving three sons viz., Amarendra Kumar Sinha, Panchanan Sinha and Anath Nath Sinha AND WHEREAS the said Sreemati Jagat Mohini Dassi died on or about the 29th February 1942 leaving the said Amarendra Kumar Sinha since deceased Panchanan Sinha and Anath Nath Sinha as the next reversioners to her husband's estate living at the time of her death AND WHEREAS the said Amarendra Kumar Sinha died on 14th April 1943 intestate leaving Probhat Chandra Sinha his only son and heir him surviving AND WHEREAS the said vendor claimed ownership and title to the said premises by virtue of the purchase at the said mortgage sale and the Deed of Declaration dated the 8th September 1933 AND WHEREAS the said Panchanan Sinha and Anath Nath Sinha as next reversioners and the said Probhat Chandra Sinha as heir of the said

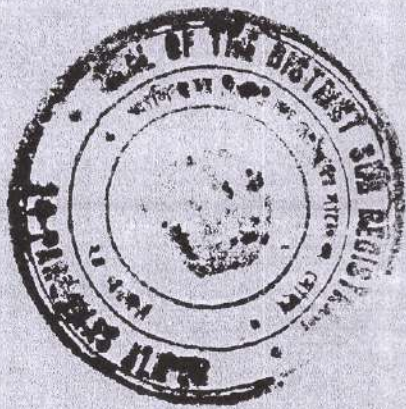
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said Amarendra Kumar Sinha deceased contended and still contend that the said mortgage was without legal necessity and consequently the mortgage sale did not confer any title beyond the life time of the said Sraemati Jagat Mohini Dassi and disputed and still dispute the title of the said Shiva Narayan Bose in the said premises and -- jointly claimed the same as such reversioners and heirs AND WHEREAS the said premises has been let out to one Bhupendra Nath Dutt who is holding the same as a monthly tenant paying rent at the rate of Rs. 40/- per month AND WHEREAS the said rent is in arrears from the month of July 1942 and no portion thereof has been realised by the Vendor AND WHEREAS the Purchasers have approached the Vendor for settlement of the dispute and with a view to avoid litigation and the consequent expenses and harassment and in order to maintain good feelings have agreed to pay to the Vendor the sum of Rs. 200/- in consideration whereof he the Vendor has agreed to convey and transfer to the Purchasers the said premises and also transfer and assign unto them all his right title and interest therein including his right to collect and realise the said arrears of rent from the said tenant if any acquired by virtue of the purchase of the said premises at the said mortgage sale and/or ~~to purchase~~ whatever right title and interest if any he has in the said property at or for the said sum of Rs. 200/- NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of Rs. 200/- paid by the Purchasers to the Vendor (the receipt -- whereof the Vendor doth hereby and by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby for ever release and discharge the said Purchasers and also the said land hereditaments and premises and all his right title and interest in the said premises and every part thereof and the said arrears of rent the Vendor doth hereby grant transfer convey assure and assign unto the Purchasers ALL THAT brick built -- tenement messuage or dwelling house as also all his right title and interest in the said premises if any together with the land there-
unto



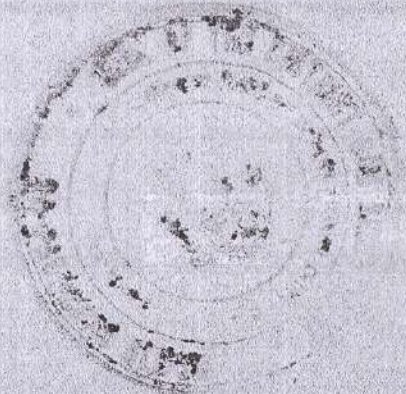
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Chittacks more or less being premises No. 53, Padmapukur Road within
the Municipal limits of the town of Calcutta more fully described
in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said
land hereditaments and premises and every part thereof now are or
heretofore were or was situated butted bounded called know numbered
described or distinguished TOGETHER WITH all ways paths passages
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on and the reversion and reversions remainder and remainders, yearly,
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estate right title interest property claim and demand whatsoever
both at law and in equity of the Vendor of in to upon and out of the
said land hereditaments and premises TO HAVE AND TO HOLD the said
land hereditaments and premises hereby granted conveyed assured re-
leased confirmed and assigned or expressed and intended so to be
with their appurtenances unto and to the use of the Purchasers abso-
lutely and forever free from all encumbrances AND THIS INDENTURE
FURTHER WITNESSETH that in pursuance of the aforesaid agreement and
in consideration of the premises the Vendor doth hereby assign unto
the Purchasers ALL that the said arrears of rent due from the said
tenant Bhupendra Nath Dutt since the month of July 1942 and all the
right title interest claim or demand whatsoever of the Vendor into
or upon the said arrears of rent TO HOLD the same unto the Purchaser
absolutely and for ever AND the Vendor doth hereby covenant with the
Purchasers that they the said Purchasers their and each of their
respective heirs executors representatives and assigns shall and may
at all times hereafter peaceably and quietly possess and enjoy the
said land hereditaments and premises and receive collect and realise
the rents and profits thereof including the said arrears without
any lawful eviction interruption claim or demand whatsoever from or

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by the said Vendor or any person or persons lawfully or equitably claiming from under or in trust for him and that free from all encumbrances whatsoever made or suffered by the said Vendor AND further that the said Vendor his heirs executors administrators representatives assigns and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any of them or any part thereof from under or in trust for him the said Vendor shall and will from time to time and at all times hereafter at the request and costs of the said Purchasers their and each of their respective heirs executors administrators representatives and assigns do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises and every part thereof as also the said claim unto and to the use of the said Purchasers their and each of their respective heirs executors administrators representatives and assigns in manner aforesaid as shall or may be reasonably required AND the Vendor doth hereby declare that the rent @ Rs. 40/- per month from the month of July 1942 is still due and owing from the said tenant Bhupendra Nath Dutt as aforesaid and the Vendor has not realised the same or any portion thereof and that the Purchasers shall be entitled to realise the said arrears of rent by suit or otherwise.

The schedule referred to above:-

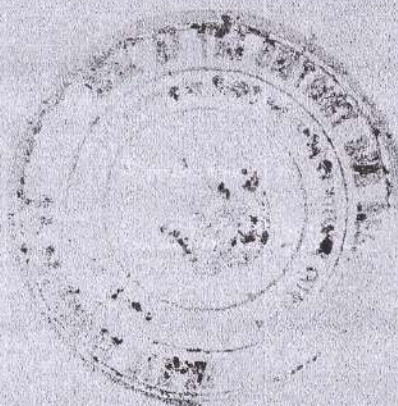
ALL THAT brick built tenement messuage or dwelling house together with the piece or parcel of land thereunto belonging or on part whereof the same is erected and built containing by estimation as per Collector's pattan dated 14th September, 1887 five cottages and five chittacks more or less situate lying at and being premises No. 53 of Padmapukur Road within the Municipal town of Calcutta bearing Holding No. 151 ^{at present known as Holding No. 543} in the Sub-Division "M" of Division VI in Dahi Panchannagram Mouza Chakraberia Thana Bhowanipore Sub-Registry Alipore

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Witness:-
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Alipore in the District of 24-Pargannas and bounded on the North by a Public Lane and the house of Prasanna Moyee Dassi and Panchanan Doctor, On the East by the house of Prasanna Kumar Biswas, On the South by the house of Mathura Mohan Dapit and on the West by a public land and the house of late Durga Ram Dapit.

IN WITNESS WHEREOF the said Vendor hath hereunto set and subscribed his hand and seal the day, month and year first above written.

Signed Sealed & Delivered
at NO 9, Padmapukur Rd
in the presence of:-

Sivanarayan Bose

A. Bose Solicitor Calcutta

Ram Prakesh Ghosh
clerk to Mr. P. C. De,
Solicitor

Received from the within named purchasers the within mentioned sum of (Rs 800/-) Rupees Eight hundred only in full of the Consideration money to have been paid to me by them as per memo of Consideration below:-

Memo of Consideration

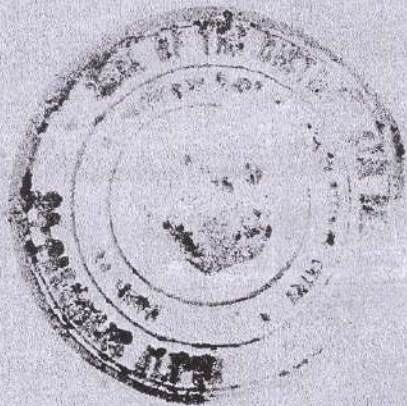
By cheque No. BA 51709, dated the 29th May 1945, for Rs 800/-; on the Imperial Bank of India Calcutta drawn by Mr. A. P. Bose in my favour Rs 800

Witness:-
A. Bose

Ram Prakesh Ghosh

Total - Rs 800

Rupees Eight hundred only
Sivanarayan Bose



Shubho
District Sub-Registrar
Alivota *Shubho*

DATED THIS 29th DAY OF May 1945.

with Judge James Lawrence
6th Court, Alipore
F.S. No. 107/22
Document filed by
Mortg. Sec. Co.



1575/02

SHIVA NARAYAN ROSE
TO
PANCHANAN SINHA & ORS.



CONVEYANCE of 53 Padma-
pukur Road.

G. S. S.
District Sub-Registrar
29/5/45

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For By H. S. S. 29/5/45
Cal. Corporation
ad.



District Sub-Registrar
Alipore. 12.7.45

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J. K. Sarkar & Co.
Solicitors.

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