



तीस रुपया

Admissible under registration rule 21, also under Section 26 of the Bengal Tenancy Act, Duly Stamped under the Bengal Stamp Amendment Act, 1922
Schedule I, A. No. 23 & 55 (b)
Fee paid as under :-

Handwritten notes and signatures: A. 6/1, E. 2/1, N. 2/1, Sub-Registrar of Alipore at Bahala. 482

Handwritten notes: 1. C. 1/1, 0. 2/1, and other illegible scribbles.

THIS INDENTURE MADE THIS 2nd DAY OF August 1932 BETWEEN ---

HINDUSTHAN CO-OPERATIVE INSURANCE SOCIETY LIMITED which is a joint stock Company incorporated and registered under the INDIAN COMPANIES ACT and having its registered office at

No. 6A, Surendra Nath Banerjee Road in the town of Calcutta hereinafter called the MORTGAGEE (which term shall unless

repugnant to or excluded by the context, be deemed to include its successors, representatives and assigns) of the First Party

Brojomadhav Banerji

Banerji, Benimadhab Banerji, Nilmadhab Banerji, Sudhamadhab Banerji, Salyamadhab Banerji, all sons of Amrita Lal Banerjee, deceased Brahmin Landholders of No. 37 Haldarpara

now Amrita Banerjee Road, Rajahat in the Municipal town of Calcutta, hereinafter called the Vendors (which expression

shall whenever the context so admits, include their respective heirs, executors, administrators, representatives & assigns) of the Second Part and SANTIDHAN BANERJEE, son

of late Dinabandhu Banerjee, of village Digra, P.O. DUTTA-PURUR, District 24-Parganas, by Caste Brahmin, by occupation

service-holder, now residing at Kalimpong, district Darjeeling, hereinafter called the purchaser (including in that,

that term his heirs, executors, administrators, representatives and assigns) of the Third Part : WHEREAS by an Indenture of Mortgage made on and bearing date the 1st day of August 1928 and registered in Book 1, Volume No.26, pages 230 to 251 being No.2353 for the year 1928 of the Behala Sub-Registry Office and a further deed of Agreement made in the year 1931 and registered in Book No.1, Volume 80, pages 174 to 184 being No.4059 of 1931 of Behala Sub-Registry Office and executed by the Vendors in favour of the Mortgagee among others the hereditaments and premises comprising 20 Bighas 13 Gattas 3 Chittacks 14 Sq.Ft. of land (of which 15 Bighas is held in Mourashi tenure under Maharaja Sir Prodyut Kumar Tagore at the fixed yearly rental of Rs.11-4-7 and the rest is rent-free) and situated in Tanupukur Road Dhakuria fully described in the said Mortgage (a portion whereof hereinafter discribed is intended to be hereby conveyed) were granted and conveyed by the Vendors unto and to the use of the Mortgagee in fee simple by way of mortgage for securing the repayment to it of the sum mentioned therein with interest --- thereon : And WHEREAS the said premises has been parcelled out into several plots containing several building sites which have been separately numbered and distinguished in the map or plan hereto annexed : AND WHEREAS as provided in the said Indenture of Mortgage the Board of Directors of the Mortgagee by its resolution dated 17th March 1931 granted permission to the Vendors to sell inter alia all
the

the said plots of the said Tanupukur Road property: AND WHERE-
AS the Vendors have agreed to sell one of such plots being
plot No.8 fully described in the first schedule hereto to the
purchaser at or for the price of Rs.1459-7-3 (fourteen hundred
fifty nine rupees seven annas and three pies only). AND --
WHEREAS upon the treaty for the said purchase it was agreed
that the sum of Rs.1408-7-3 (fourteen hundred and eight rupees
seven annas and three pies only) part of the said purchase --
money should be paid to the Mortgagee to be appropriated by it
in manner appearing in the said Indenture of Mortgage. NOW
THIS INDENTURE WITNESSETH that in consideration of the sum of
Rs.1408-7-3 paid to the Mortgagee by the purchaser by the
direction of the Vendors (the receipt whereof the Mortgagee
hereby acknowledges) and in further consideration of the sum
of Rs.51/- paid to the Vendors by the purchaser (the payment
and receipt of which sum the Vendors as beneficial owners
hereby grant, convey and confirm unto the purchaser ALL THAT
RENT-FREE piece or parcel of land or ground described in the
first schedule hereto delineated in the plan hereto and ----
marked therein as plot No.8 : OR HOWSOEVER OTHERWISE the said
land hereditaments and premises or any part thereof now are
or is or heretofore were or was situated tenanted butted --
bounded called known numbered described or distinguished :
Together with all fixtures yards courts areas sewers drains.
ways paths passages commons fences walls waters water-courses
lights rights liberties privileges easements and appurtenances
whatsoever to the said land hereditaments and premises

^ the vendors hereby
by

acknowledge) the mortgagee by the direction of the vendors hereby convey and transfer

premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto : And ALL the Estate right title interest claim and demand whatsoever of the Mortgagee and of the Vendors in, to or upon the said land hereditaments and premises or any part thereof together with all deeds pattas and muniments of title exclusively relating to or concerning the said hereditaments and premises or any part thereof which now is or are 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 land, hereditaments and premises hereby --- granted or expressed so to be unto and to the use of the purchaser absolutely for ever freed and discharged from the said mortgage debt and all interest for the same and all claims and demands on account thereof and the Mortgagee doth hereby covenant with the purchaser that it hath not at any time heretofore done or executed or knowingly --- suffered to the contrary or been party or privy to any act deed or thing whereby or by means whereof the said land hereditaments and premises hereby granted or expressed so to be or any part thereof respectively are is can or may be affected or encumbered in title or estate: OR OTHERWISE HOWSOEVER or by reason whereof they can be prevented from granting the said land hereditaments and premises in
manner

manner aforesaid : AND the Vendors do hereby covenant with the purchaser that notwithstanding any act deed or thing by the Vendors done 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 land hereditaments and premises hereby granted or expressed so to be and -- every part thereof for a perfect and indefeasible estate of inheritance absolutely free from all encumbrances --- without any manner or condition use trust or other thing 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 and full power to grant the said land hereditaments and 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 land hereditaments and premises and receive the rents issues 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: AND that free and clear and freely and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them : AND further that

that the Vendors and all person or 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 the Vendors 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 or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises 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 and Mortgagee for so long as the title deeds shall remain with them respectively covenant with the purchaser that they will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser produce or caused to be produced to him or them or his or their solicitors or agents or at any trial hearing, commission, examination or otherwise as occasion shall require all or any of the deeds and writings comprised in the second schedule hereto for the purpose of showing his title to the hereditaments and premises hereby conveyed or expressed so to be or any part thereof and also at the like request and cost deliver or cause to be delivered unto the purchaser such attested or other copies or extracts of or from the said deeds and writings or any of them as he may require and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe unobliterated

and

and uncanceled.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of Rent-Free Land measuring 3 Cattahs 10 Chittacks 178sq.Ft. be the same a little more or less situate lying at and being plot No.8 formed out of the premises in Tanupukur Road, Thana Tollygunge, Mouza -- Dhakuria in Tollygunge Municipality Sub-registration and District registry Alipore being portion of Holding No.276 of smart's survey and comprised in Touzi No.230/2 and 233 belonging to Maharaja Sir Prodyut Kumar Tagore in the District of 24 Parganas and which said piece or parcel of land is delineated in the map or plan hereto annexed and thereon coloured pink marked by letters A B C D and butted and -- bounded in the manner following that is to say ----

on the North by plot No.2

on the East by 20 ft. pucca

Road free gifted to Tollygunge

Municipality.

on the South by plot No.13.

on the West by plot No.7 of the

plan annexed hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO.

(1) Registered Mourashi Makarari Pottah dated 4th --
January 1928 with a plan attached thereto executed by
Sir Prodyut Kumar Tagore in favour of Hiralal Banerjee
thers.

Final Record of Rights finally published on 12th
regarding Touzi No. 230, 233 in Mouza Dhakuria, --
Ballygunge Dist. 24 Parganas. *Plot No. 298, Part*
Plot No. 1072, Part
witness whereof the common seal of the Mortgagee
is affixed hereto by its General ~~Manager~~ ^{Secretary} who has also
these presents on its behalf and the Vendors have
unto set and subscribed their respective hands and seal
day and year first above written.

Witnesses

Pankaj Banerjee
37 Amrita Banerjee Road
Kalighat

Mohit Chandra Roy Chowdhury
P 36, Mahim Halder Street
Kalighat.

Hiralal Banerjee
Bani madhal Banerji
Nilmat nab Banerji
Sudhama Lal Banerji
Brajmadas Banerjee
Satya madhal Banerjee

Hindusthan Co-operative Insurance
Society Ltd
Munir & Co
Bombay

Witness to the signature of
Mr. Swarna Nath Tagore:

1. Prabhulla Chandra Das Thakur
Investment Officer, H.C.D. Society Ltd
Calcutta
2. Pramode Banerjee
40, Hindusthan Park,
Ballygunge, Calcutta