



4609.I

5088

*J. Ghosh*

Admissible under Rule 23 of  
Stamp Act, 1922 as amended by Section  
23 of the Calcutta Improvement Act,  
1911 Schedule I A No. 23 Stamp Duty  
paid under the Bengal Stamp (Amend-  
ment) Act, 1922 No. 97 Ass. 10  
Sectional Duty paid  
under the Calcutta Improvement Act,  
1911 No. 23 of 1911  
Total Rs. 227/8  
For paid Rs. ...

A 16/ ✓  
#  
copy  
Ladon  
9-9-37

227/8

6495/  
A 16/

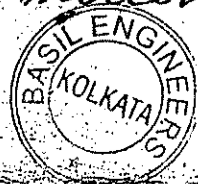
This Indenture made the third day of August One thousand Nine Hundred and Twenty seven Between The Trustees For The Improvement of Calcutta a body corporate constituted by the Calcutta Improvement Act, 1911 (Bengal Act V of 1911) and hereinafter referred to as "The Board" of the one part and Rai Shahab Keshav Chandra Banerjee of 11 Sitaram Ghose street, Calcutta, son of Late Ram Chandra Banerjee by caste Hindu Brahmin, by occupation Government Service 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 or assigns of the other part Whereas the Board are now absolutely seized and possessed of or otherwise well and sufficiently entitled free from encumbrances to the land hereditaments and premises in the Schedule hereto more particularly mentioned and described and intended to be hereby granted conveyed transferred and assured and have contracted with the purchaser for the absolute sale thereof to him at or for the price of Rs 6495/- Now This Indenture Witnesseth that in pursuance of the said Agreement and in consideration of the said sum of Rs 6495/- whereof the sum of Rs 3247-8-0 being a moiety of the consideration money has



been paid to the Board<sup>2</sup> by the purchaser on or before the execution of these presents (the receipt whereof the Board do hereby acknowledge) and the balance whereof namely the sum of Rs 3247-8-0 is to be secured by an Indenture of charge of even date with but executed immediately after these presents upon the said premises and made between the purchaser of the one part and the Board of the other part; the Board hereby grant convey and transfer unto the purchaser All the land hereditaments and premises more particularly described in the Schedule hereto Together with all buildings out-houses compounds trees fences liberties privileges easements rights lights appendages and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging or in anywise appertaining held used or occupied therewith and all the estate right title and interest property claim and demand whatsoever of the Board into or upon the same and every part thereof To Have And To Hold the same unto the purchaser for ever

The Schedule Above Referred To.

All that piece or parcel of revenue free land containing an area of 4k-12ch-44sq ft. be the same a little more or less situate and being plot No 99 of the surplus lands in Improvement Scheme No xv(15) ~~formed out of a portion~~ of premises No 114/2 Dhakuria Road being a part of Holding No 70 Sub Division R Division VI Dehi Panchannogram District 24 Purganas Thana Jollygunje Sub Registration District Alipore and which said piece or parcel of land is more particularly delineated on the map or plan hereto annexed and thereon coloured pink.



In Witness whereof the chairman of the Board  
and the purchaser have hereunto set their respective  
hands the day and year first above written.

Given under the common seal  
of the Trustees for the Improvement  
of Calcutta and duly signed in the presence of  
witness Kamala Kinkar Roy Choudhury.

*Ambr*  
Chairman of the Board



The common seal of the Board  
was hereunto affixed in my  
presence



*P. N. Sanyal*  
To Trustee of the  
Calcutta Improvement Trust

*M. Sanyal*

Secretary to the  
Calcutta Improvement Trust

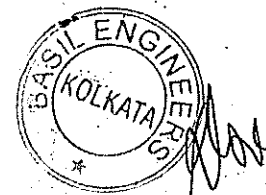
Signed, sealed and delivered  
by the above named purchaser  
in the presence of

*Reshmi Chandra Banerji*

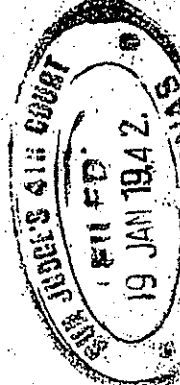
Witnesses:-

(1) Kali pada Bahini  
6 Ranjel place  
New Delhi

(2) Bibhuti Bhushan Mukherji  
31 Havelock Square  
New Delhi.



*Carney*  
*G. G. G.*



1942, 111 PD  
1942, 111 PD

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Dated 23rd August 1937

The trustees for the improvement

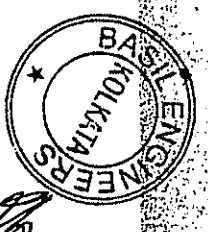
of Calcutta

to

to

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BOOK NO. 225  
VOLUME NO. 227  
PAGE NO. 4609

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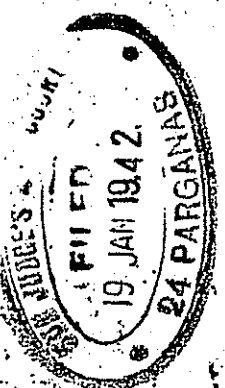


By order of the Corporation  
21-9-37

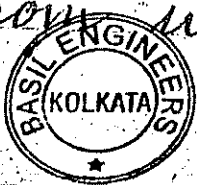
punctually pay to the Board the said sum of Rs 3247-8-0 on the twelfth year computed from the first day of July 1927 or shall redeem the balance of purchase money as provided in Clause 2 hereof and shall also pay all other sums of money due or to become due or payable hereunder and observe and perform the covenants on his part and conditions herein contained the Board will at the request and cost of the Owner execute a release or such other document as may be necessary of the premises hereby charged

5. The Owner hereby further covenants with the Board that if any yearly payment of interest shall remain unpaid for 15 days after the date when the same ought to be paid he will on demand in writing by the Board for thereof and for payment of the out-standing purchase money pay to the Board both such said amounts and in case of further default in payment thereof will pay interest thereon at the rate of 12 per cent per annum until payment

6. The Owner hereby also covenants with the Board that notwithstanding any act-deed matter or thing by him done or executed or knowingly suffered to the contrary he now has good right to charge the aforesaid premises in manner aforesaid and that the premises charged therewith are free from all encumbrances except the lien of the Board as Vendors and further that the Owner and all persons rightfully claiming from under or in trust for him shall and



9/9/42



will from time to time and at all times hereafter at the request of the Board but at the cost of the Owner do and execute or cause to be done and executed all such acts deeds and things for perfecting the security hereby created in favour of the Board as shall be reasonably required.

7. It shall be lawful for the Board at any time or times when the payment as provided in clause 5 hereof shall be in arrear for the space of three calendar months or if the balance of purchase money be not paid on the twelfth year as specified herein without any further consent on the part of the Owner to sell the premises or any part or parts thereof either together or in lots and either by public auction or private contract and either with or without special conditions or stipulations

relative to the title or otherwise and to give effectual receipts for the purchase money and do all other acts and things for completing the sale which the Board shall deem proper.

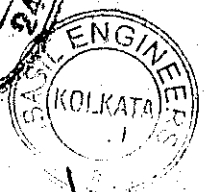
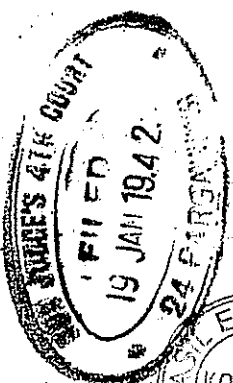
8. The Board shall with and out of the moneys to arise from any such sale as aforesaid in the first place pay and retain all the costs and expenses attending such sale and in the next place pay and satisfy the balance of purchase money and the arrears of interest and all other moneys due hereunder and shall pay the surplus (if any) to the Owner or other person legally entitled thereto but no purchaser upon any sale under the power hereinbefore contained shall be bound or concerned to see or enquire whether any such default has been made or otherwise as to the



necessity for or propriety of such sale or be affected by notice that no such default has been made or that the sale is otherwise unnecessary or improper and the Owner hereby covenants with the Board that he the Owner shall and will from time to time and at all times during the continuance of the security hereby created upon the request of the Board but at the cost of him the Owner produce or cause to be produced unto the Board or to the Attorneys or Agents for the Board or as the Board or such Attorneys or Agents shall direct or at any trial hearing commission or examination or otherwise as occasion shall require the Indenture of Conveyance of even date with but executed prior to these presents and made between the Board of the one part and the Owner of the other part and will also at the like request and cost furnish or deliver or cause to be delivered unto the Board such attested or other copies or extracts of or from the said Indenture of Conveyance as the Board may require and shall and will in the meantime keep the same Indenture safe unobliterated and uncancelled damage by fire or other accident excepted.

### The Schedule Above Referred To

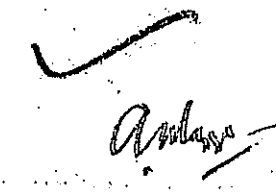
All that piece or parcel of revenue free land containing an area of 4k-12 ch-44 sq. ft. be the same a little more or less situate and being plot No. 99 of the surplus lands in Improvement Scheme No. XV (B) formed out of a portion of premises No. 114 1/2 Dhakuria Road



being a part of Holding No 70 Sub Division R Division VI Dehi Panchannogram District 24 Purganas Thana Jollypur Sub Registration District Adipore together with the buildings and other erections for the time being thereon which said piece or parcel of land is more particularly delineated on the map or plan hereto annexed and thereon coloured pink.

In Witness whereof the Owner and the Chairman of the Board have hereunto set their respective hands the day and year first above written.

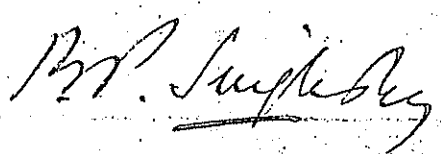
Given under the common seal of the Trustees for the Improvement of Calcutta and duly signed  
presence of

  
Chairman of the Board




Witness: Kamala Kinkar Rai Chaudhuri

The common seal of the Board as hereunto affixed in my presence

  
M. S. Sanyal  
Trustee of the Calcutta Improvement Trust.

Secretary to the Calcutta Improvement Trust

signed sealed and delivered by the above named Owner in the presence of

  
Keshubchandra Sen

- Witnesses
- (1) Kati pada Lahiri  
6 Ranjet place  
New Delhi
  - (2) Bibhuti Ghoshan Mukherjee  
31 Havelock Square,  
New Delhi

