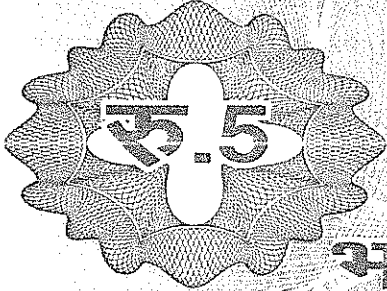


3/4

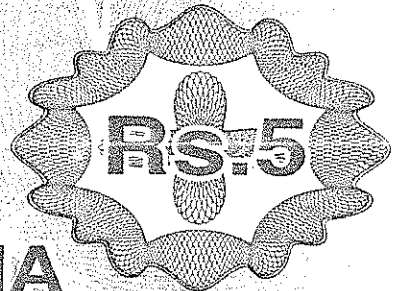
# भारतीय गैर न्यायिक

## पाँच रुपये

## FIVE RUPEES



सत्यमेव जयते



### भारत INDIA

### INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

01AA 882034

1596 — 1596

6/5/09

3600

Serial No. ....  
 Vol. No. 7.6 Pages 12  
 2387 Year 1962 6-30  
 Copying Fee Ordinary 8-00  
 Copying Fee Urgent 18-00  
 Drawing, Chart, Map or Plan  
 Gramme Certified

4-00  
 20-00  
 32-30  
 56-30

B. M. ...  
 1596 of 6/5/09

Record ...  
 11/5/09

District Registrar (Revenue)  
 11 MAY 2009

116  
Serial.....  
Dr. 04/05/09.....  
Name.....  
Address.....

S. C. MAJUMDER  
Advocate  
Alipore Police Court  
Kolkata - 27

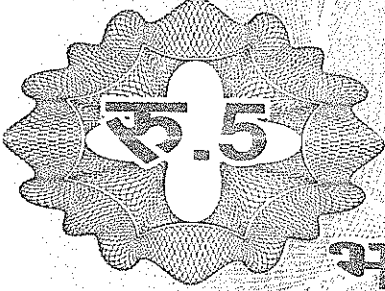
A. K. Purkayastha (Stamp Vendor)  
Alipore Police Court, No. 27



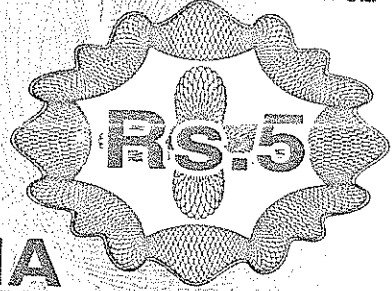
भारतीय न्यायिक

पाँच रुपये

FIVE RUPEES



सत्यमेव जयते

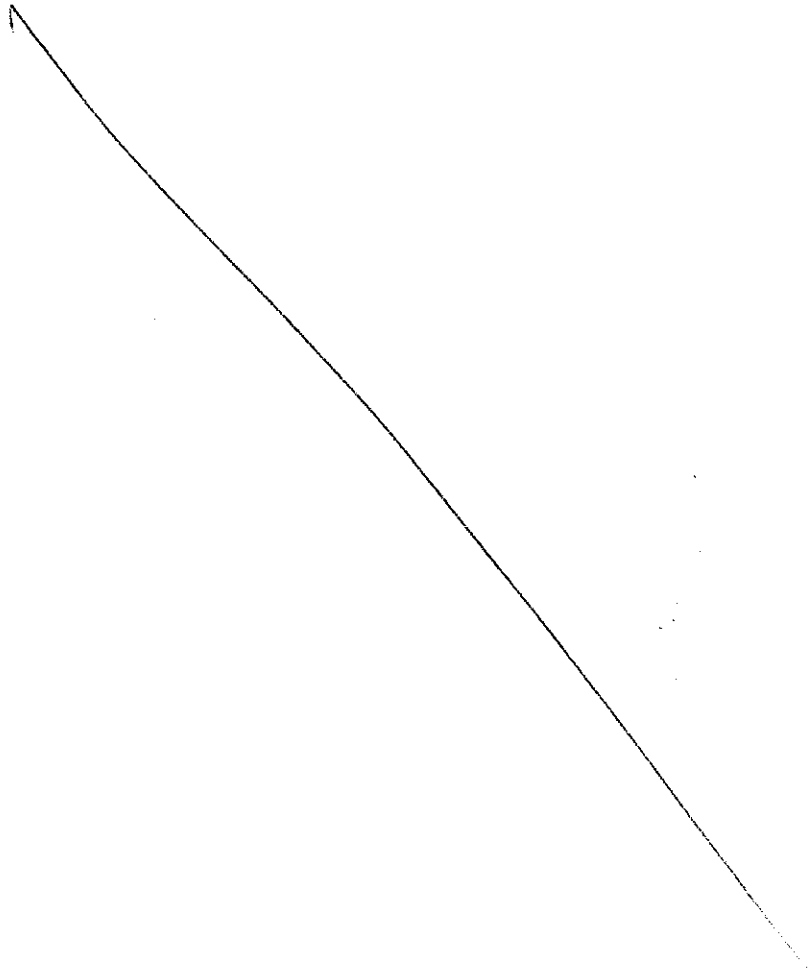


भारत INDIA

INDIA NON JUDICIAL

गञ्जिबदल्ल पश्चिम बंगाल WEST BENGAL

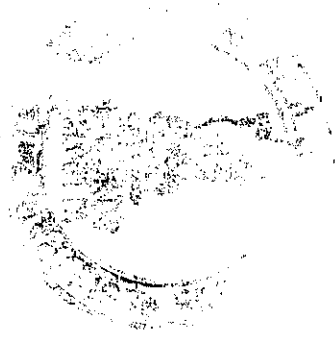
01AA 882033



117  
Serial.....  
Dt. 11.05.09  
Name.....  
Address.....  
← →

S. C. MAJUMDER  
Advocate  
Alipore Police Court  
Kolkata - 27

A. K. Purkayastha (Stamp Vendor)  
Alipore Police Court, Kolkata



Dec 2387/1942

242

40 Rs. Special Adhesion 8-10-42	500 Rs. Special Adhesion 8-10-42	500 Rs. Special Adhesion 8-10-42
100 Rs. Special Adhesion 8-10-42	100 Rs. Special Adhesion 8-10-42	100 Rs. Special Adhesion 8-10-42
7 Rs. Special Adhesion 8-10-	8 Rs. Special Adhesion 8-10-	

Stamp offered by Mr. Bai 8/1/42

Stamp purchased Calcutta Collectional - 21 days stamp used the Bengal stamp account act 1922 also accounted by section 82 (1) of the Calcutta Improvement Act 1911

Schedule (Act No 23) stamp duty paid Rs. 578-8

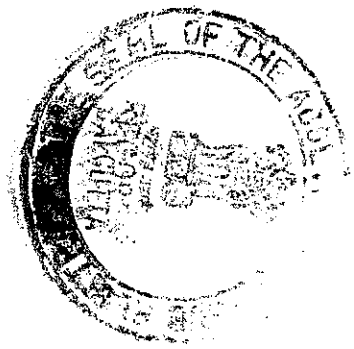
Additional duty paid under the Calcutta Improvement Act Rs. 69-

Total Rs 1347-8

Unpaid as under Rs 80/- E Rs 2/- N Rs 4/- Rs 86/-

This Indenture made this tenth day of October one thousand nine hundred and forty two between Nirmal Chandra Se Sarker also known as Banta Behari Se Sarker son of Parachand Se Sarker deceased of no 1/A Lal Behari Thakur Lane in the town of Calcutta and Nanda Lal Se Sarker son of Hari Charan Se Sarker deceased of no 12 Free Path Lane in the town of Calcutta of said Kayastha households hereinafter called 'the Vendor' (the expression shall unless excluded by repugnant to the context include their heirs executors administrators representatives and assigns) of the part - one hereinafter called 'the Vendor' and Ganesha Prasad Moha residing at no 10 Indian Mirror Street in the town of Calcutta Kasarbaee Domicile hereinafter called 'the purchaser' (which expression shall unless excluded by repugnant to the context include his heirs executors administrators representatives and for assigns) of the other part whereas one Sobha Kumar Se was during his life time and at the time of his death seized and possessed of and otherwise well and sufficiently entitled to the messuage lands hereinafter and premises no 9 Indian Mirror Street in the town of Calcutta hereinafter particularly mentioned and intended to be fully granted and conveyed and whereas the said Sobha Kumar Se who was a Hindu governed by the Bengal School of Law died intestate some time ~~in~~ <sup>in approximately</sup> one thousand eight hundred and sixty four leaving behind surviving his son Jagat Chandra Se his sole heir and legal representative and whereas the said Jagat Chandra Se died intestate on the fourteenth day of March one thousand eight hundred and ninety six leaving behind surviving Parachand Se his only son and heir seized and possessed of and otherwise of the said premises no 9 Indian Mirror

His



So. Jai Chandra  
 Registrar Calcutta  
 10. 10. 42  
 presented for registration  
 + 100/- of the Calcutta  
 Registrar Office on the 10th  
 day of October 1942 by  
 Nirmal Chandra Se  
 Sarker alias Banta  
 Chari Se Sarker  
 Nirmal Chandra  
 Se Sarker (alias  
 Banta Chari Se Sarker  
 Jai Chandra  
 Registrar Calcutta  
 10. 10. 42  
 Nirmal Chandra  
 Sarker is admitted  
 Sarker alias Banta  
 Chari Se Sarker  
 and late Panchanan  
 Sarker of 1st Col.  
 Chari Thakur Lane  
 Calcutta by caste  
 system by profession  
 and holdr and by  
 Nanda Lal Se  
 Nirmal Chandra  
 Sarker and  
 Nanda Lal Se  
 Sarker (hereinafter called the Matrimonial) of the one part and one Datta Chandra

which in the town of Calcutta died whereas the said Panchanan Se Sarker died intestate  
 on or about the ninth day of December one thousand eight hundred and ninety nine leaving  
 behind surviving his three sons namely the said Hari Chandra Se Sarker Jai Chandra Se  
 Sarker since deceased and the said Nirmal Chandra Se Sarker also known as Banta Chari  
 Se Sarker his heirs and legal representatives and his widow Sumanee Sarker Karmari Sarker  
 and amongst others the said premises in Indian Meera which is the  
 town of Calcutta hereinafter particularly mentioned and described and whereas the said Jai Chandra  
 Se Sarker died unmarried and intestate (2nd page) intestate on the twelfth day of July one  
 thousand nine hundred and thirty three corresponding to Thirteenth day of Saka one thousand three hundred and  
 twelve Bengali style leaving his mother the said Sumanee Sarker Karmari Sarker his only heirs.  
 and whereas the said Sumanee Sarker Karmari Sarker he came entitled to an equal undivided third  
 share or interest which the said Jai Chandra Se Sarker deceased had in the estate  
 left by the said Panchanan Se Sarker deceased and whereas the said Hari Chandra Se  
 Sarker died intestate on the twelfth day of February one thousand nine hundred and thirty one  
 leaving him surviving his four sons namely the said Nanda Lal Se Sarker Anil Kumar Se  
 Sarker Ajit Kumar Se Sarker and Amarendra Nath Se Sarker his heirs and his widow  
 Sumanee Sarker Karmari Sarker and whereas by a Memo dated Thirteenth day of October one  
 thousand nine hundred and thirty two and made between Nirmal Chandra Se Sarker Sumanee Sarker  
 Karmari Sarker Nanda Lal Se Sarker Anil Kumar Se Sarker Ajit Kumar Se Sarker and  
 Amarendra Nath Se Sarker (hereinafter called the Matrimonial) of the one part and one Datta Chandra

According	Therein	described	of	the	other	part	and	registered	in	the	Calcutta	Registry	Office	Books
I	Vol	86	pages	251-	260	being	no	3753	for	1932	the	document	of	title
relating	to	the	said	messuage	land	hereditaments	and	premises	no	9	Indian	Mirror	Sheet	in
town	of	Calcutta	particulars	mentioned	and	described	in	the	Schedule	therein	were	deposited	by	the
Mahajors	with	the	Said	Bawa	Charan	Shetty	with	the	intent	of	creating	a	Mortgage	by
deposit	of	title	deeds	to	secure	the	repayment	of	the	sum	of	Rs	Five	thousand
lent	and	advanced	to	the	Mahajors	by	him	with	interest	thereon	at	the	rate	of
nine	per	cent	per	annum	with	half	yearly	rests	and	whereas	by	an	indenture	of
fourth	charge	dated	the	eighth	day	April	one	thousand	nine	hundred	and	thirty	three	and
between	the	Said	Nirmal	Chauda	de	Sarkar	Breemati	Sarat	Kumari	Darsi	Nand	Lal	de	Sarkar
Anil	Kumar	de	Sarkar	Ajit	Kumar	de	Sarkar	and	Ananda	Path	de	Sarkar	of	the
one	part	and	the	Said	Bawa	Charan	Shetty	of	the	other	part	registered	at	the
Calcutta	Registry	Office	in	Book	I	Vol	68	pages	1-	8	being	no	1556	in
considering	the	fourth	sum	of	Rs	Five	thousand	lent	and	advanced	by	the	Said	
Bawa	Charan	Shetty	to	the	Said	Nirmal	Chauda	de	Sarkar	Breemati	Sarat	Kumari	Darsi	Nand
Lal	de	Sarkar	Anil	Kumar	de	Sarkar	Ajit	Kumar	de	Sarkar	and	Ananda	Path	de
Sarkar	by	the	Said	Bawa	Charan	Shetty	the	Said	Nirmal	Chauda	de	Sarkar	Breemati	Sarat
Kumari	Darsi	Nand	Lal	de	Sarkar	Anil	Kumar	de	Sarkar	Ajit	Kumar	de	Sarkar	and
Ananda	Path	de	Sarkar	agreed	that	the	Said	premises	no	9	Indian	Mirror	Sheet	in
town	of	Calcutta	should	stand	charged	with	the	payment	of	the	Said	sum	of	Rs

Costi Koyetha by  
 Proprietor & landholder  
 Nirmal Chauda de  
 Sumer alias Pranku  
 Behari de Sumer  
 Nando Lal de Sumer  
 Identified by Beng  
 Krishna Prasad son of  
 Late Gostha Behari  
 Prasad of 6 old post  
 Office Street Calcutta  
 by Costi Koyetha by  
 Proprietor clerk to Mr  
 K. C. Pal Solicitor  
 Beng Krishna  
 Prasad  
 Sd. Jatin Chandra Mukherjee  
 Registrar Calcutta  
 10. 10. 42.

Sh



Sh

Five thousand with interest thereon at the rate of nine per cent per annum with half yearly  
 rests died whereas the said Nirmal Chandra de Sarkar also known as Bante Belari de  
 Sarkar was the next in reversion of the said Satya Charan (3rd page) Charan de Sarkar  
 deceased expectant on the death of Srimati Sarat Kumari Dassi died whereas by a deed  
 of Relinquishment dated the twelfth day of September one thousand nine hundred and thirty six registered  
 in the Calcutta Registry Office in Book I Vol 113 pages 26-35 being no  
 3598 for 1936 and made between the said Srimati Sarat Kumari Dassi of the one part  
 and the said Nirmal Chandra de Sarkar of the other part for the consideration therein  
 mentioned the said Srimati Sarat Kumari Dassi absolutely and unconditionally relinquished surrendered released  
 assigned and transferred unto the said Nirmal Chandra de Sarkar as such next heir of the  
 said Satya Charan de Sarkar deceased in reversion expectant on the death of the said Srimati Sarat  
 Kumari Dassi all those properties particularly mentioned and described in Schedule A. B. C.  
 and D. Thereunder will be including an undivided one third part or share of and  
 in the said premises no 9 Indian Mirror Street in the town of Calcutta or  
 any other property or properties which belonged to the estate of Satya Charan de Sarkar  
 deceased by the intent that the said Nirmal Chandra de Sarkar should become the absolute  
 owner of the said properties in possession for ever and whereas the said Banta Charan de Sarkar  
 died on the fifth day of February one thousand nine hundred and thirty five having  
 been succeeded by a deputed son Gopi Nath de Sarkar after publishing his last will and testament  
 dated the eleventh day of December one thousand nine hundred and thirty four and a

246

Codicil therein dated the twenty-third day of October one thousand nine hundred and thirty-four whereby and whereby he appointed Latit Mohan Saha and others the executors and whereas the executor named in the said will applied in the High Court of Judicature at Fort William in Bengal in its Testamentary and Probate jurisdiction for the grant of the probate of the said will and Codicil and whereas a Court was returned in the said probate proceedings by the said Probate Judge and the matter was set down as a contentious cause and was numbered as Testamentary case no 19 of 1936 (wherein Latit Mohan Saha and others were the petitioners and the said Probate Judge was the opposite party) and whereas the said Testamentary suit no 19 of 1936 was eventually compromised and a compromise decree was passed on the twelfth day of May one thousand nine hundred and thirty-eight whereby the said Gopi Nath Saha became entitled according to the said compromise decree under the hereinbefore recited Mortgage and further charge respectively dated the thirty-first day of October one thousand nine hundred and thirty-two and the eighth day of April one thousand nine hundred and thirty-three and whereas the said Gopi Nath Saha instituted a suit in the High Court of Judicature at Fort William in Bengal in its ordinary original civil jurisdiction against the said Arimal Chouda Se Sarkar and others being suit no 1006 of 1940 (wherein the said Gopi Nath Saha is the plaintiff and the said Arimal Chouda Se Sarkar and others are the defendants) on the footing of the hereinbefore recited Mortgage by deposit of the said will and further charge respectively dated the thirty-first day of October one thousand nine hundred and thirty-two and the eighth day of April one thousand nine

beheld. Said thirty-three hundred whereas after various proceedings had in the said suit on  
(4th page) on the twenty-eighth day of June one thousand nine hundred and forty a preliminary  
Matyze decree was passed in the said suit whereby the Registrar was directed to take  
account and report as to what was due to the said Jaji Nath Suddh on the  
said Matyze and further charge due whereas pursuant to the said decree made in the  
said suit no 1006 of 1940 and dated the twenty-eighth day of June one thousand  
nine hundred and forty the Registrar made his report whereby he found that a sum of  
Rupees thirty thousand would be due from the defendants to the plaintiff on twenty-eighth  
day of January one thousand nine hundred and forty one and whereas by a court final decree dated  
no 1006 of 1940 it was declared that the terms of settlement set forth in the  
Schedule thereto annexed ought to be carried out and the same were ordered and decreed  
accordingly and whereas the said terms provided that there would be a final decree for  
Rupees twenty six thousand and six hundred for the plaintiff's claim and costs payable in  
quarterly instalments of Rupees five hundred and thirty two and whereas in the circumstances  
herein before recited the Vardas are now seized and possessed of or otherwise well and sufficiently able  
as absolute proprietors thereof to an undivided three fourth part or share of and in the  
messuage land here delineated and parceled in 9 Indian Meers situated in the town of Calcutta  
herein after particularly mentioned and described and intended to be hereby granted subject to the provisions  
recited Matyze and further charge respectively dated the thirty-first day of July one thousand nine

243

hundred and thirty two and the eighth day of April one thousand nine hundred and  
 thirty three and decrees passed in suit no 1006 of 1940 on the said Mortgage  
 and further charge and whereas the Vendors have agreed with the purchaser for the absolute  
 sale to be of the said mortgage land hereinafter described and the inheritance  
 thereof in fee simple in possession free from encumbrances at a price of  
 Rupees thirty eight thousand and five hundred and whereas on the terms of the sale it  
 has been arranged that the purchaser shall retain out of the purchase money the sum  
 of Rupees sixteen thousand nine hundred and fifty for liquidation of the said Mortgage and  
 further charge and the decrees made thereon and this indenture is made in pursuance of the  
 said agreement and in consideration of the sum of Rupees nineteen thousand nine hundred and  
 fifty retained as aforesaid and the sum of Rupees Eighteen thousand five hundred and fifty  
 to be the Vendors paid by the purchaser on or before the execution of these presents  
 (the receipt whereof the Vendors do and each of them doth truly acknowledge and  
 and from the same and every part thereof doth truly release to the purchaser) agree-  
 ing that Rupees thirty eight thousand and five hundred the Vendors do and each of them  
 doth hereby grant conveyance and transfer with the purchase (to the purchaser) purchase all that undivided  
 three fourths part or share of and in all that part two stoned and partly  
 one stoned brick built mortgagee tenement or dwelling house together with the piece or parcel of  
 land whereon the same is erected and built containing by estimation an area of ninteen  
cottahs be the same a little more or less situated in and being Prin...

2/14 of 19 Cottahs

Sh

no 9 Indian Miras situated in Block no VIII Holding no 20 on the south  
 division of the town of Calcutta in respect whereof an annual revenue of Rs 20 and  
 access of water is payable to the Collector of Calcutta and bounded and bounded in the  
 manner following that is to say on the East by premises no 17 Indian Miras situated on the  
 West by premises no 7 Indian Miras situated on the north by premises no 59  
 Gherrumtalla situated on the south by Indian Miras situated at Howrah otherwise the  
 said messuage land hereinafter and premises or any part thereof now are or is or  
 heretofore were or was situated levanted bounded and bounded (called) inside numbered districts or distinguished  
 together with all buildings fixtures yards courts areas sewers drains ways paths passages courtyards fences  
 walls water water courses lights rights liberties privileges easements and appurtenances whatsoever to the  
 said messuage land hereinafter and premises belonging or in anywise appurtenant or usually held or enjoyed  
 therewith or reputed to belong or to be appurtenant thereto and all the estate right  
 title interest claim and demands whatsoever of the vendors in or upon the said messuage  
 land hereinafter and premises or any part thereof together with all deeds pattas and  
 monuments of title whatsoever in anywise relating to or concerning the said land hereinafter and premises  
 or any part thereof which now are or hereafter shall or may be in the  
 possession power or control of the vendors or any other person or persons from whom  
 he or any of them may procure the same without any action or suit so have  
 need to hold the said messuage land hereinafter and premises hereof granted or purchased so that  
 unto and to the use of the purchaser absolute and for ever subject to the said

Sh

Mortgage and further charge respectively dated the third first day of October one thousand nine hundred and thirty two and the eighth day of April one thousand nine hundred and thirty three and the decrees made in the said suit no 106 of 1940 on the said Mortgage and further charge and the principal interest money thereby secured and all interest hereon to become payable in respect of the same and the Vendors hereby covenant with the purchaser that notwithstanding any act deed or thing by the Vendors done or to be done or to be suffered to the contrary they the Vendors are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said mortgage land hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of 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 said right and full power to put the said mortgage land hereditaments and premises hereby granted or expressed so to be into and to the use of the purchaser in manner aforesaid and the purchaser shall (6th page) shall and may at all times hereafter peacefully and quietly possess and enjoy the said mortgage land hereditaments and premises and receive the rents issues and profits thereof without any lawful exception 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 him and that free and clear and full and complete and absolutely discharged saved harmless and kept in demised and with all estates and encumbrances

2500

Sh

Since the herein before recited Mortgage and further charge created by the Vendor or any person or  
 person lawfully or equitably claiming from under or in trust for them need further that the  
 Vendor and all persons persons lawfully or equitably claiming any estate or interest  
 in the said mortgage land hereditaments and premises or any of them or any part thereof  
 from under or in trust for the Vendor shall and will from time to time and  
 at the 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 perfecting the said mortgage land hereditaments and premises and every  
 part thereof unto and to the use of the purchaser in manner of aforesaid as shall  
 or may be reasonably required the purchaser hereby covenants with the Vendor that the purchaser  
 will pay all principal money and interest secured by and hereafter to become due under  
 the said Mortgage and further charge and the decrees made thereon and will at all  
 times hereafter keep indemnified the Vendor their estate and effects from all actions claims and demands  
 on account thereof in witness whereof the Vendor have hereunto set and subscribed their respective  
 hands and seals the day and year first above written  
 Signed sealed and delivered at Calcutta in the presence of:

Kshitesh Chandra pal atty at law Calcutta. S. N. Ghosal 10, Indian Mirror St Calcutta. Nanda Lal se Surca. E. Maurice	}	Nirmal Chandra se Surca. (Physical) alias Banku Bihari se Surca. Nanda Lal se Surca. (Physical)
--	---	---

Title Lane. (revised) (7th page)

Received the do <del>g</del> from the within named purchase papers Capital thousand five hundred and fifty being the consideration money within mentioned to be by paid to us 19/8/55/			
Memo of consideration			
paid to Nirmal Chanda de Luca.			
Reserve Bank notes nos $\frac{A}{0}$ 801382, 819423, 811604, 8214749, 839833 to 839838.			
three pieces of Rs 1000 each			Rs 10000/-
Two of G. C. notes of Rs 100/- each			Rs 200/-
Small notes & cash			Rs 4287/14/5
Earnest money			Rs 201/-
Witnesses K. C. pal			Total Rs 16,488-14-5
S. N. Prasad			Papers see three thousand four hundred and eighty eight one hundred and twenty five only.
E. Maurice			
			Nirmal Chanda de Luca abās Bātkē Bēhārī de Luca.
paid to Navdo Lal de Luca			
Reserve Bank note no $\frac{A}{0}$ 839839 for Rs 1000-0-0			
Small notes & cash			Rs 10 11- 1- 7.
Earnest money			Rs 50-0-0
			Total Rs 2061-1-7.
Papers two thousand & sixty one one hundred and twenty five only.			

252

165



363  
 60  
 423

Witnesses	K. C. Paul	Arundo Hall de Curcio	
S. N. Prasad			
E. Maurice		Dated this 10th day of October 1942.	
		From	
	Seller	Nival Chaudhary Sarkar + son	
	To	Arundhati Sarda de Pola Sarda	
	Conveyance		
	K. C. Paul		
		Arundo Hall de Curcio	

giture deie  
 sokno I  
 lemin 26  
 no 242 to 253.  
 up to 2387  
 for the year 1942  
 issued by the  
 residing Calcutta  
 Nival Chaudhary  
 Sarkar  
 residing Calcutta  
 10 - 42  
 20  
 Nival Chaudhary  
 Sarkar  
 28/10/42  
 29/10/42  
 D. J. Sarda  
 29/10/42  
 Nival Chaudhary  
 Sarkar  
 29/10/42

CERTIFIED TO BE TRUE COPY

40

2700  
 272  
 165  
 40  
 3177  
 423  
 3600



253