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अभिबन्धन पश्चिम बंगाल WEST BENGAL

1598 — 1598

615/09 01AA 882038 36/00

Serial No.
 BK No. 1 Vol. No. 77 Pages 257/268
 Serial No. 2483 Year 1942 6-30
 Carriage Paper tested..... 8-0
 Charging Fee Ordinary.....
 Charging Fee Urgent..... 18-0
 Printing Charges for Map or Plan
 Printing Charges.....

Under Article 64 (A) of the Constitution
 Value of Stamp 4-0
 Value of Court Fee 20-0
 Value of Court Charge 32-30
 Total 56-30

B. Murshojie 1598 of 615/09

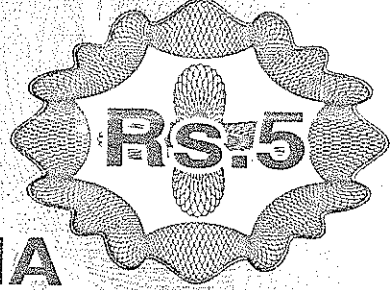
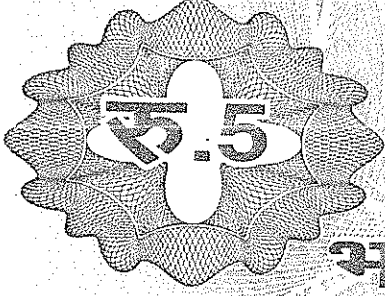
Received by
 Registrar of Assurances
 Malik 11/5/09

[Signature]
 Registrar (Assurances)
 11 MAY 2009
 of RA, Kolkata

भारतीय गैर न्यायिक

पाँच रुपये

FIVE RUPEES

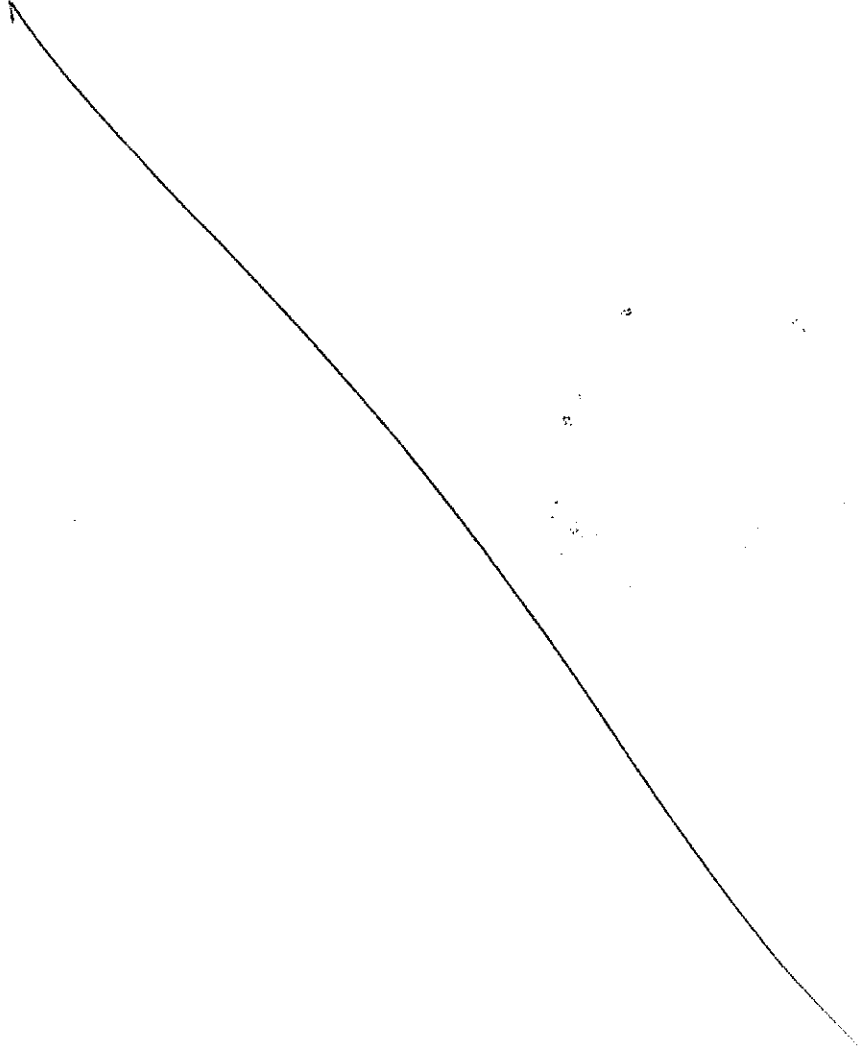


भारत INDIA

INDIA NON JUDICIAL

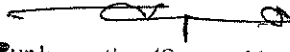
अभिचयदण्ड पश्चिम बंगाल WEST BENGAL

01AA 882037



Serial. 118
No. 04 (last of)
Name
Address

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


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



37

seller

ed No. 2483 for 1942

Rs. Special Adhesive
M. Bose KA

Rs. Special Adhesive
M. Bose MB

Rs. Special Adhesive
M. Bose KC

Rs. Special Adhesive
M. Bose KA

Rs. Special Adhesive
M. Bose KE

Rs. Special Adhesive
M. Bose KF

Rs. Special Adhesive
M. Bose KG

Stamp Affixed by
M. Bose

Stamp Superintendent
Calcutta Collectorate
31-10-42

Stamp visible under Rule 2
only stamped under the
original Stamp Amendment
Act 1922 also as
provided by Section 9

1) of the Calcutta
Improvement Act
1911. O. S. No. 23

This Indenture made this second day of November one thousand nine hundred and forty two
 between Prithvi Kumar de Sarkar, Ajit Kumar de Sarkar, and Anandam Nath de Sarkar
 all sons of Hari Charan de Sarkar deceased of No. 12, Prin Nakh Das
 Lane in the town of Calcutta of the said Koyashtha landlords hereinafter called "the
 vendors" (which expression shall unless excluded by or repugnant to the context include their heirs
 executors administrators representatives and assigns) of the one part and Brennity Sundar Bala Das
 wife of Ganesh Prasad Nath residing at No. 10 Indian Mirror Street in the town
 of Calcutta Kasaboni Boria landlords hereinafter called "the purchaser" (which expression shall unless
 excluded by or repugnant to the context include his heirs executors administrators representatives and
 assigns) of the other part whereas one Naba Kumar de was during his life time
 and at the time of his death seized and possessed of and otherwise well and
 sufficiently entitled to the message land hereditaments and premises no. 9 Indian Mirror Street in
 town of Calcutta hereinafter particularly mentioned and described and intended to be hereby granted and
 conveyed and whereas the said Naba Kumar de who was a Hindu governed by the Bengal
School of Hindu Law died intestate some time in September one thousand eight hundred and
 sixty four leaving her surviving his son Jagat Chandra de his sole heir and legal
 representative and whereas the said Jagat Chandra de died intestate on the fourteenth March one thousand
 eight hundred and ninety six leaving him surviving Panchanan de his only son and heir
 seized and possessed of amongst others of the said premises no. 9 Indian Mirror Street in
 the town of Calcutta and whereas the said Panchanan de Sarkar died intestate on or

a, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z

257



Stamp duty paid Rs - Rs
 under the stamp 187-8-x
 Ad -
 Additional duty }
 paid under the } 250 x-x
 Calcutta Improve }
 ment Act }
 Paid in excess

Total Rs. 437-8-x
 Free paid as under
 A 28/-
 N 4/-
 32/-/-

Sd. A.K.M. Siddiq
 Sub Registrar of Mortgages
 Calcutta
 21/11/42
 Presented for registration
 at 12/15 P.M. on the
 2nd day of November
 1942 at Calcutta

about the nineteenth day of December one thousand eight hundred and ninety nine leaving him surviving his three sons namely the said Hari Charan De Sarkar Satya Charan De Sarkar since deceased and Nirmal Chandra De Sarkar also known as Banku Behari De Sarkar his heirs and legal representatives and his widow Sreenmally Saral Kumari Dassi and possessed of amongst others the said premises no. 9 Indian Mirror Street in the town of Calcutta (hereinafter particularly mentioned and described) and whereas the said Satya Charan De Sarkar died unmarried and intestate on the twenty ninth July one thousand nine hundred and five corresponding to the tenth day of Sraban one thousand three hundred and twelve Bengali style leaving his mother the said Sreenmally Saral Kumari Dassi his only heiress and whereas the said Sreenmally Saral Kumari Dassi became entitled to an equal undivided third share or interest with the said Satya Charan De Sarkar deceased had in the estate left by the said Pandoran De Sarkar deceased and whereas the said Hari Charan De (2nd page) De Sarkar died intestate on the twenty sixth February one thousand nine hundred and thirty one leaving him surviving his four sons namely Nandalal De Sarkar and the said Sub Kumar De Sarkar Ajit Kumar De Sarkar and Amarendra Nath De Sarkar his heirs and his widow Sreenmally Brijali Proba De Sarkar and whereas by a Memo dated thirty first October one thousand nine hundred and thirty two and made between the said Nirmal Chandra De Sarkar, Sreenmally Saral Kumari Dassi, Nanda Lal De Sarkar, Ajit Kumar De Sarkar, Ajit Kumar De Sarkar and Amarendra Nath De Sarkar (hereinafter called the mortgagors) of the one

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gish by official
Ail Kumar De Sarkar
re of the execution
with Kumar De Sarkar
A. K. H. Hiddig
Requisite Advances
Calcutta
2/11/42

Execution is admitted
Ail Kumar De
Sarkar, Ajit Kumar
Sarkar and
Anarendra Nath
Sarkar Sons of
Hon Charan
De Sarkar of 12,
Sundernagar
Lane, Calcutta
gash by official
improper in law
1615
Ail Kumar De Sarkar
Ajit Kumar De Sarkar
Anarendra Nath De Sarkar

Part and	one	Bama Charan	Auddy	therein	described	of	the	other	part	and	registered	
in	the	Calcutta	Registry	office	Book	I	Vol.	86	Pages	251-260	being	No. 3753
for	1932	the	documents	of	title	related	to	the	said	messuage	and	hereditaments
premises	no.	9	Indian	Mirror	Street	in	the	town	of	Calcutta	particularly	mentioned
described	in	the	schedule	hereunder	were	deposited	by	the	mortgagors	with	the	said
Charan	Auddy	with	the	intent	of	creating	a	mortgage	by	deposit	of	title
to	secure	the	repayment	of	the	sum	of	Rupees	Five	thousand	and	advanced
to	the	Mortgagors	by	him	with	interest	thereon	at	the	rate	of	seven
with	half	yearly	rests	and	whereas	by	an	Indenture	of	Further	charge	dated
of	April	one	thousand	and	three	hundred	and	thirty	thousand	and	made	between
Chandra	De	Sarkar	Brammully	Sarat	Kumari	Dassi	Nanda	Lal	De	Sarkar	Ail	Kumar
Sarkar	Ajit	Kumar	De	Sarkar	and	Anarendra	Nath	De	Sarkar	of	the	one
and	the	said	Bama	Charan	Auddy	of	the	other	part	registered	at	the
office	in	Book	I	Vol.	68	Pages	1-8	being	No.	1556	in	consideration
the	sum	of	Rupees	Five	thousand	and	advanced	to	the	said	Nirmal	
Chandra	De	Sarkar	Brammully	Sarat	Kumari	Dassi	Nanda	Lal	De	Sarkar	Ail	Kumar
Sarkar	Ajit	Kumar	De	Sarkar	and	Anarendra	Nath	De	Sarkar	by	the	said
Bama	Charan	Auddy	the	said	Nirmal	Chandra	De	Sarkar	Brammully	Sarat	Kumari	
Dassi	Nanda	Lal	De	Sarkar	Ail	Kumar	De	Sarkar	Ajit	Kumar	De	Sarkar
Anarendra	Nath	De	Sarkar	agreed	that	the	said	premises	no.	9	Indian	

Here some words are crossed out

259

Identified by Benoy Krishna Nandy son of Lal Gosh Behari Nandy of 6, old Pott Office Street, Calcutta by caste - Kayastha by profession Servant holder

Benoy Krishna Nandy

Sd. A. K. M. Giddig Sub Registrar of Mortgages Calcutta 2/11/42

The Court of Calcutta should stand charged with the payment of the said sum of Rupees Five thousand with interest thereon at the rate of nine per cent per annum with half yearly rests. And whereas the said Nirmal Chandra De Sarkar also known as Banku Behari De Sarkar was the next in reversion of the said Satya Charan De Sarkar deceased expectant on the death of Surenmulya Saral Kumari Dassi and 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 25-35 being No. 3528 for 1936 and made between the said Surenmulya Saral Kumari Dassi of the one part and the said Nirmal Chandra De Sarkar of the other part for the consideration therein mentioned the said Surenmulya Saral 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 Surenmulya Saral Kumari Dassi all those properties particularly mentioned and described in Schedule A, B, C and D hereunder written including an undivided one third part or share of and in the said premises No. (3rd page) no. 9 Indian Street in the town of Calcutta or any other property or properties which belonged to the estate of Satya Charan De Sarkar deceased to the extent that the said Nirmal Chandra De Sarkar should become the absolute owner of the said properties in possession for ever and whereas the said Banu Charan Auddy died

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Signature

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Dist No. 2483 for 1962

on the fifth day of February one thousand nine hundred and thirty five leaving
 his surviving adopted son Gopi Nath Suddi of 61 Publishers his last will and testament
 dated the fifteenth day of December one thousand nine hundred and thirty four and
 a codicil thereto dated the twenty-third day of December one thousand nine hundred
 and thirty four whereby and whereof he appointed Late Mohan Dutt and others the
 executor 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 caveat
~~at~~ was entered in the said Probate proceedings by Anamul Prasad and
 the matter was set down as a contentious cause and was numbered as Testamentary
 case no. 19 of 1936 (wherein Late Mohan Dutt and others were the petitioners
 and Anamul Prasad 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 Suddi became entitled amongst others to mortgage moneys due
 under the heretofore said 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 Suddi instituted a suit in the High Court of Judicature at Fort William
 in Bengal in its ordinary original civil jurisdiction against the said Nirmal

281

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Chandray Sarkar and others being suit No 1006 of 1940, whereas the said
 Gopi Nath Suddi is the Plaintiff and the said Nirmal Chandra De Sarkar and
 others are the defendants on the footing of the hereinbefore recited mortgage by
 deposit of title deeds 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 at various proceedings had in the
 said suit on the twenty-eighth day of June one thousand nine hundred and forty
 a preliminary mortgage decree was passed in the said suit whereby the Registrar
 was directed to take accounts and report as to what was due to the said
 Gopi Nath Suddi on the said mortgage and further charge and 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 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 September one thousand nine hundred
 and forty one and whereas by a consent final decree dated first day of
 January one thousand nine hundred and forty-two made in the said suit 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

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Present
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payable in quarterly instalments of Rupees Five hundred and thirty two and whereas in
 the circumstances hereinbefore recited the vendors are now paid and possessed of ^{or otherwise}
 well (the page) well and sufficiently entitled as absolute ^{proprietors} ~~proprietors~~ ^{to} an undivided one
 fourth part or share of and in the message land and tenements and premises no.
 9 Indian Mirror Street in the town of Calcutta heretofore particularly mentioned and
 described and intended to be hereby granted subject to 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 decree 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 her of the said message land tenements and premises and the balance ^{to}
 thereof in fee simple in possession free from encumbrances at or for the price ^{there}
 of Rupees Twelve thousand and five hundred only and whereas on the treaty of the ^{is to be}
 sale it has been arranged that the purchaser shall retain out of the purchase money ^{the}
 the sum of Rupees Six thousand two hundred and fifty for liquidation of the
 said mortgage and further charge and the decrees made thereon now this Indenture witnessed
 that in pursuance of the said agreement and in consideration of the sum of
 Rupees six thousand and six hundred and fifty retained as aforesaid and the sum of
 Rupees Five thousand eight hundred and fifty to be paid by the purchaser
 on or before the execution of these presents the receipt whereof the vendors do and each of

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1/24
2021
Calcutta

them doth hereby acknowledge and of and from the same and every part thereof doth
 hereby release to the purchaser) aggregating Rupes Twelve thousand and five hundred the
 vendors do and each of them doth hereby grant convey and transfer unto the
 purchaser All that undivided one-fourth part or share of and in all that party
 two storied and partly one storied brick built messuage 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 ~~ninety~~ ^{more or less} ~~square~~ ^{square} ~~feet~~ ^{feet} ~~or thereabouts~~ ^{or thereabouts} ~~be the same~~ ^{be the same} a little more
 or less ~~situate~~ ^{situate} lying at and being Premises No. 9 Indian Mirror Street in Block
 No. VIII Holding No. 20 in the South Division of the town of Calcutta in
 respect whereof an annual revenue of Rupes Two and annas fifteen is payable to the
 Collector of Calcutta and built and bounded in the manner following that is to
 say on the East by Premises No. 17 Indian Mirror Street on the West
 by Premises No. 7 Indian Mirror Street on the North by Premises No. 59 Shyambur
 Kolla Street and on the South by Indian Mirror Street or Howsoever otherwise
 the said messuage land hereditaments and premises or any part thereof now are
 or is or heretofore were or was situated bounded built bounded called known
 numbered described or distinguished together with all buildings fixtures goods and areas
 sewers drains ways paths passages common fences walls walls-walls-courses lights rights
 liberties Privileges easements and appurtenances whatsoever to the said messuage land heredita-
 ments and premises belonging or in any wise appertaining or usually held or enjoyed

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therewith or reputed to belong to be approbated thereto And all the estate
 right title interest claim and demand whatsoever of the Vendor in or upon
 the said message land hereditaments and premises or any part thereof together with
 all deeds patents and maniments of title whatsoever in any wise relating to or concerning
 the said hereditaments and premises or any part thereof which now are or hereafter
 shall or may (5th page) may be in the possession power or control of
 the Vendor or any other person or persons from whom he or they or any
 of them may procure the same without any act or suit To have and
 to hold the said message land hereditaments and premises hereby granted or expressed
 so to be unto and to the use of the purchaser absolutely and forever
 subject to the said 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 the decrees made in
 the said Suit No. 1006 of 1940 on the said mortgage and further charge and
 the principal interest moneys thereby secured and all interest hereunto to become
 payable in respect of the same and the Vendor hereby covenant with the purchaser
 that notwithstanding any act deed or thing by the Vendor done executed or
 knowingly suffered to the contrary they the Vendor are now lawfully rightfully and
 absolutely seized and possessed of or otherwise well and sufficiently entitled to the said
 message land hereditaments and premises hereby granted or expressed so to be and every part

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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 not with standing any such act deed or thing whatsoever as
 aforesaid the vendors have now in themselves good right and full power to grant
 the said messuage land hereditaments and premises hereby granted or expressed 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 messuage land hereditaments and premises and receive the rents
 issues and profits thereof without any lawful violation interruption claim or demand
 whatsoever from or by the vendor or any person or persons lawfully or equitably
 claiming from under or in trust for him and that free and clear and freely
 and clearly and absolutely discharged saved harmless and kept indemnified against
 all estates and encumbrances (save the hereinbefore recited mortgage and further
 charge) created by the vendor or any person or persons lawfully or equitably claiming
 from under or in trust for them and further that the vendors and all person
 or persons having a lawfully or equitably claiming any estate or interest in the
 said messuage 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

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for further and more perfectly securing the said mortgage (and ~~creditors~~ ~~and~~ premises and every ~~part~~ part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required and the purchaser hereby covenants with the vendors that the purchaser will pay all principal moneys and interest secured by and hence forth to become due under the said mortgage and further charge and the debts made thereon and will at all times here after keep indemnified the vendors their estate and effects from all actions claims and demands on account hereof In witness whereof the vendors have hereunto set and subscribed their respective hands (6th page) hands and seals the day and year first above written signed sealed and delivered at Calcutta

in the presence of
 Ishikis Chandra Pal
 Attorney at Law
 Calcutta

Anil Kumar De Sarkar (My Seal)
 Ajit Kumar De Sarkar (My Seal)
 Anandram Nath Singh Swar (My Seal)

Received this day from the within named purchaser Rupees Five thousand eight hundred and fifty being the consideration money within mentioned to be by her paid to us

Rs. 222
 5,850-0-0

Memo of consideration

Reserve Bank of India nos A 784943, 814525, 732229
 three pieces of Rs. 1000 each - Rs. 3000 - 0 - 0

3000
 222
 73
 3395
 483
 3760

Ly

Seven Reserve Bank of India notes of Rs 100 each - Rs 700 - 0 - 0
Small notes - Rs 2150 - 0 - 0
Rs. 5850 - 0 - 0

Witness
 K. C. Pal
 Pankaj Five thousand eight hundred & fifty only
 Anil Kumar De Sarkar
 Ajit Kumar De Sarkar
 Anandranath Pray Sarkar

Dated this 2nd day of (November) NOV 1942
 From

Seller Anil Kumar De Sarkar
 To

CERTIFIED TO BE TRUE COPY

Buyer
 Sundar Lal Das
 Courtyance
 K. C. Pal

~~11/5/42~~
 11/5/42

Copied by Anand - Bandhu Banerjee pe 9/11/42

Company Shomenafulata pe 9-11-42

Ready Anand - Bandhu Banerjee pe 9/11/42

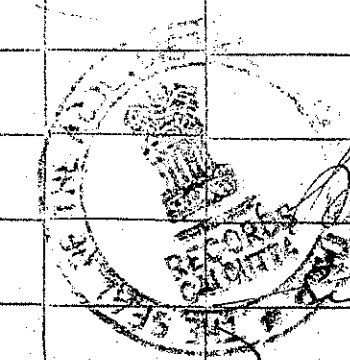
Requisit in
 Book no I
 Volume No. 77
 Pages 257 to 268
 Being No. 2483
 For the year 1942

The seal of the
 Sub Registrar
 Calcutta

Let. A.K. M. Siddiq
 Sub Registrar of Calcutta
 9-11-42

Copied by A.B. Banerjee pe 9/11/42

Company Shomenafulata pe 9-11-42
 Ready A.B. Banerjee pe 9/11/42



True copy
 Anand
 Sub Registrar
 9/11/42

Sub Registrar (Calcutta)
 21 MAY 2009
 Calcutta

608

17