

965
Mother Land

STAMP ASSISTANT BY
[Signature]
STAMP ASSISTANT
CALCUTTA COLLECTORATE

Classified under Sec 12 of B.T. Act

Stampd for [unclear] [unclear]
[unclear] stamp - AGI
[unclear] No.
for the Bengal Stamp
(1922) Act 1922
Schedule IV No. 23.

Fee paid as under
[unclear] [unclear]
[unclear] Officer
21/8/39

Ld. of [unclear]

[unclear] [unclear] [unclear]
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[unclear] [unclear] [unclear]

THIS INDENTURE made this Twenty first day of August
One thousand nine hundred and thirty nine BETWEEN MESSRS.
MUGNERAM BANJUR AND COMPANY a registered co-partnership firm carrying on business as
dealers in stocks and shares and also as dealers in landed properties at the premises
No.7, Lyons Range in the town of Calcutta hereinafter called the "VENDORS" (which expres-
sion shall unless the meaning is excluded by or repugnant to the context include the
members or member for the time being of the said firm and the survivors and survivor
of them and the assigns of the said firm) of the One Part A N D SREEMUTTY RENUKA
MITTER wife of Madan Gopal Mitter residing at No.50 Beniapukur Road Entally in the
suburbs of the town of Calcutta by caste Kayastha by occupation Grihasthi hereinafter
called the "PURCHASER" (which expression shall unless the meaning is excluded by or
repugnant to the context include her heirs executors administrators representatives and
assigns) of the Other Part: W H E R E A S by an Indenture of Conveyance bearing date
the ninth day of September One thousand nine hundred and thirty six and made between
Carr Lazarus Phillips and John Carapiet Galataun therein described of the first part
and Albert de Bois Shorsbree and others also therein described of the second part and
the said vendors of the third part and registered at the Alipore Sudder Registration
Office in Book No.I Volume No.88 Pages 178 to 212 Being Deed No.4392 for the year 1936
they the said Mr. C.L.Phillips and Mr. J.C.Galstam for the consideration therein men-
tioned indefeasibly sold granted transferred and conveyed unto the said vendors ALL
THOSE messuages structures tanks and jheels together with the rent free amalgamated
lands measuring Thirty Bighas Thirteen Cottas Five Chittacks and Thirty nine Square feet
of land commonly known as "Baramahal Land" and therein more fully described AND WHEREAS
the said vendors for the purpose of selling off the said piece or parcel of land have
divided the same into small self contained plots bearing different numbers as 1, 2,3 etc.
AND WHEREAS the said vendors are now seized and possessed of plot No.39 as aforesaid
formed out of the said Baramahal Lands and measuring Three Cottas Thirteen Chittacks and
Twenty two Square feet AND WHEREAS the said vendors have contracted with the said pur-
chaser for the absolute sale to the purchaser of the said plot No.39 at the rate or

price -

[Signature]
SRI RAMANATHAN SWAMY
SRI KUNAL KUMAR MITRA
SRI AMRABAMA MITRA
SRI NIRMALAKI

price of Rupees Nine hundred and Fifty per cotta free from all encumbrances AND
 WHEREAS the price of the said plot No.39 at the said rate amounts to Rupees Three
 thousand six hundred and fifty annas fourteen and pies three AND WHEREAS it has been
 further agreed by and between the parties hereto that out of the said sum of --
 Rupees Three thousand six hundred and fifty annas fourteen and pies three the sum of
 Rupees nine hundred and twenty five annas fourteen and pies three will be paid -
 at or before the execution of these presents and the payment of the balance viz.,
 the sum of Rupees Two thousand ^{seven hundred and twenty five} will be secured in the manner hereinafter appearing
 NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in con-
 sideration of the said sum of Rupees Three Thousand six hundred and fifty annas
 fourteen and pies three whereof the sum of Rupees nine hundred and twenty five annas
 fourteen and pies three of lawful money of British India to the said vendors in hand well
 and truly paid by the said purchaser on or before the execution of these presents
 (the receipt whereof the said vendors do hereby as well as by the receipt here-
 under written admit and acknowledge) and the payment of the balance viz., Rupees
 Two thousand ^{seven hundred and twenty five} being secured under a Security Deed of even date with these presents
 and executed by the said purchaser in favour of the said vendors immediately after
 the execution of these presents and creating charge upon the Land hereditaments
 and premises being plot No.39 as aforesaid they the said vendors do by these --
 presents grant transfer and convey unto the said purchaser ALL THAT piece or parcel
 of Land hereditaments and premises being plot No.39 formed out of the said Baramahal
 Lands and more fully described in the Schedule "A" hereunder written OR HOWSOEVER
 OTHERWISE the said lands hereditaments and premises now are or is or at any time
 heretofore were or was situate butted bounded called known numbered described or
 distinguished TOGETHER with erections fixtures areas sewers drains ways passages
 water water-courses light liberties easements privileges rights advantages appen-
 dages and appurtenances whatsoever to the said land hereditaments and premises --
 belonging or in anywise appertaining to or with the same or any part thereof held used
 occupied or enjoyed or reputed to belong or be appurtenant thereto AND all the --
 estate right title interest property use claim and demand whatsoever of the said -
 vendors in to and upon the said land hereditaments and premises being plot No.39
 as aforesaid or any part thereof TOGETHER with all rights and liberties to the said
 purchaser and ^{her} successors-in-title to pass and re-pass over and along the new twenty
 feet wide road and to use the surface drain on the side of the said new road to be
 constructed by the said vendors at their own costs TO HAVE AND TO HOLD the said -
 land hereditaments and premises being plot No.39 formed out of the said Baramahal
 Land as aforesaid hereby granted transferred and conveyed or expressed or intended
 so to be unto and to the use of the said purchaser absolutely and for ever AND
 the said vendors do hereby covenant with the said purchaser that notwithstanding
 any act deed matter or thing whatsoever by the said vendors done or executed or
 knowingly suffered to the contrary they the said vendors now have in themselves
 good -

Sarapan M. Bhatia

SARAPAN MUMBAI BHOWAS
 Solicitor at Law of
 101, 102, 103, 104
 SOLE AGENT MUMBAI
 SOLE AGENT MUMBAI
 SMT. ROMA DEY

good right full power and absolute authority to grant transfer and convey the said land hereditaments and premises being plot No.39 as aforesaid hereby granted transferred and conveyed or intended so to be unto and to the use of the said purchaser in manner aforesaid AND that the said purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises being plot No.39 as aforesaid and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND that free from all encumbrances whatsoever made or suffered by the said vendors or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the said vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises being plot No.39 as aforesaid or any part thereof from under or in trust for the said vendors shall and will from time to time and at all times hereafter at the request and costs of the said purchaser do and execute or cause to be done and executed all such acts and things whatsoever for further and more perfectly assuring the said land hereditaments and premises being plot No.39 as aforesaid and every part thereof unto and to the use of the said purchaser in manner aforesaid as shall or may be reasonably required AND the said vendors do hereby further covenant with the said purchaser that they shall from time to time and at all times hereafter at the request but at the costs of the said purchaser produce or cause to be produced the documents of title mentioned in the Schedule "B" hereto at such place or places and in such manner as may be reasonably required AND shall also allow the purchaser or his agent to take copies of or extracts from the said documents or any of them or at such request and cost as aforesaid deliver or cause to be delivered such attested or other copies or extracts thereof or therefrom as may be required by the said purchaser AND shall also in the meantime keep the said documents safe whole undamaged and uncanceled (damaged by fire or other inevitable accident excepted).

SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece or parcel of Madhyazattyadhikari Chirasthai Nisker Land containing by admeasurement Three Cottas Thirteen Chittacks and Twenty two Square feet and being plot No.39 formed out of amalgamated messuages structures tanks and jheels and commonly known as Baramahal dwelling house Dah Nakkata Garden Nasir Manjil comprised in Old Holdings Nos.96, 97, 102 and 103 of Chandpore Circle of the Smart's Survey map of Twenty four Perganas within the Jurisdiction of Tollygunge Municipality in Thana Tollygunge Registration Office Alipore in the District of Twenty four Perganas and the said plot as described in the last records of rights as comprised in J.L.No.41 Khatish No.446 Dag No.599 in Mouza Chandpur Pergana Khaspore in the District of Twenty four Pargannas in Towzi No. 55 the owners whereof are -

Surapan M. Bhowmik

SURAPAN M. BHOSWAS
 Constituted Attorney of
 SMT. GULA BAKSI
 BIR SUNDAR KUMAR MITRA
 SRI AMITABHA MITRA
 SMT. RUMA DEVI

are namely Nabo Kissors Mondal, Jugal Charan Mondal, Kumud Krishna Mondal, Jatindra Nath Mondal, Provas Chandra Mondal and Sresmitty Swarnmoyee Dassi all of Bowali in the District of Twenty four Parganas and the said plot is more fully delineated in the map or plan annexed hereto and coloured pink thereon and is bounded on the North by plot No.39A belonging to vendors, on the South by Twenty feet wide Road, on the East by plot No.39B belonging to vendors and on the West by Twenty feet wide Road.

SCHEDULE "B" ABOVE REFERRED TO:

1. Original Conveyance dated the 9th day of May 1919 from Shahabzadi Asrafunnessa Begum & Ors. to C.L.Phillips and J.C.Galstaun and registered at Calcutta Registration Office in Book No.I Volume No.53 Pages 265 to 277 being Deed No.2199 for the year 1919.
2. Original Conveyance dated the 9th day of September 1936 from C.L.Phillips & Ors. to Mugheseram Bengur & Co. and registered at Alipore Sudder Sub-Registration Office in Book No.I Volume No.68 Pages 178 to 212 Being No.4392 for the year 1936.
3. Original Release dated the 11th day of September 1936 from the Imperial Bank of India to C.L.Phillips and another and registered at Alipore Registration Office in Book No.I Volume No.96 Pages 24 to 37 Being Deed No.4445 for the year 1936.
4. Copies of Plan.

IN WITNESS WHEREOF the said vendors have hereunto set and subscribed their hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED at

Calcutta in the presence of

Mugheseram Bengur & Co.
By *Naraindas Bengur*
Partner



Pranab Chandra Dasgupta
Reader Assistant to me
Abanindranath Ghosh
Secretary
Sub. Ch. Ghosh
Sub. Ch. Ghosh
Sub. Ch. Ghosh

Mohan Lal Mitter
30, Beniapsana Road
Calcutta



RECEIVED

Sub-Regis

Swapan Ch. Mishra

SWAPAN CHANDRA MISHRA
SRI SURI KUMAR MOHA
SRI ANITA DEVI MOHA
SMT. RUMA DEVI

RECEIVED of and from the withinnamed purchaser the sum of Rupees Three thousand six hundred & fifty annas fourteen pies three being the full consideration money within expressed to have been paid by her to us as follows:-

Rs. 3,650/14/3

MEMO OF CONSIDERATION.

By amount paid as earnest money on 9th January, 1939 - Rs. 101-0-0.

By amount paid in cash on 10th February, 1939 - Rs. 750-0-0.

By amount paid in cash on 17th March, 1939 - Rs. 74-14-3.

By amount secured under a security deed of even date with these presents and executed by the purchaser in favour of vendors for - Rs. 2725-0-0.

Total Rs. 3650/14/3

Rupees three thousand six hundred and fifty annas fourteen and pie three only.

Kanjuram Banerjee
By. Naraindas Banerjee
Partner

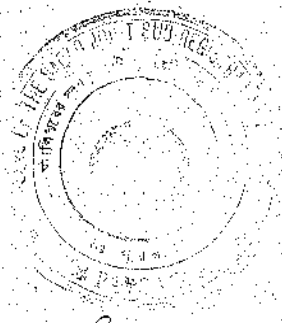
Madan Gopal Mitter
30 Beninipukur Rd
Calcutta

Madan Gopal Mitter
30 Beninipukur Rd
Calcutta

Singhan Lal Prasad

SHYAM LAL BISWAS
Smt. SURESH
Smt. SUNITA KUMAR MITRA
Smt. MITALAKA MITRA
Smt. RUMA DEY

Presented for Registration at
 2457 at P.M. on 23/8/39
 of 23/8/39 the name of
 the Sub-Registrar
 at Chumbhulitta
 as claimant or attorney
 under
...



22 Janak Sub-Registrar
 21/8/39

... is admitted
...
 Son of Kate Chaital Choudhury
 of ...
 377/1 Upper Chitpur road
 Thana ...
 District ...
 By caste ...
... as agent for Narasimha
... a general power of attorney No. 529 of 1936
 authenticated by Registrar of Assurances Calcutta

...

...
...
 23/8/39

...
 Son of ...
 Thana ...
 District ...
 By caste ...
 By profession ...

...

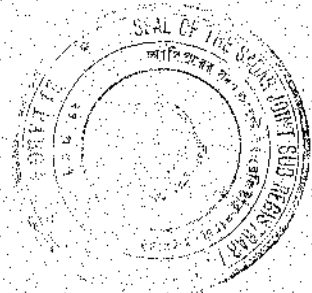
Srajan K. Bora
 ANANDA KRISHNAN
 Chartered Accountant
 57, RAJABAI STREET
 CALCUTTA

...
 Sub-Registrar
 23/8/39

Sub-Registrar

Swaran v. Anwar

SWAMI KISHAN PRASAD
Consultant Attorney of
SMT. RINA DASRA
SRI HUNDE KUMAR MIDRA
SRI AMBARA MITRA
SMT. SUGA DEY



Book No. 7
Volume No. 10
Pages 23
Serial No. 968

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23/10/2019

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10/10/2019