

20947



Stamp...
 Rs. 127. As. 8... additional duty paid
 under the Calcutta Improvement Act
 Rs. 166. As. 8... paid in excess
 Rs. ... As. 8...
 Total Rs. 294. As. 8...

Fee paid as under - A 20/-
 N 3/-
 23/-

27/9/38
 Registering Officer.

THIS INDENTURE made the 27th day of September
 One thousand nine hundred and thirty nine BETWEEN REGENT ESTATES LIMITED a limited liability company having its registered office at No. 9, Royal Exchange Place in the town of Calcutta hereinafter called the Vendor (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns) of the One part AND SRIMATI SUDHANSU BALA DEBI wife of Sambhu Charan — Chatterjee Brahmin lady of No. 136, Harrish Mukherjee Road in the suburbs of the town of Calcutta hereinafter called the Purchaser (which term unless repugnant to the context shall mean and include her heirs executors administrators representatives or assigns) of the Other part WHEREAS by a conveyance dated the 22nd day of April one thousand nine hundred and thirty eight and made between the Eastern Bank Limited of the first part Ghanashyam Das Loyalka of the second part and the vendor of the third part and registered at the Calcutta Registration office in Book 1 volume 60 pages 90 to 94 being No. 1538 for the year 1938 as corrected and modified by a Memorandum of Rectification dated the 21st day of December 1938 the vendor purchased the premises No.14, Gariahat Road for the consideration mentioned in the said Indenture of conveyance dated the 22nd day of April 1938 AND WHEREAS for the purpose of selling the said premises by small plots the vendor divided the said premises into several small plots and laid out roads for the use of the said plots AND WHEREAS the purchaser entered into an agreement with the vendor for the absolute sale to her of one of the said plots viz. Plot No. 32 formed out of the said premises No. 14, Gariahat Road which by actual measurement is found to contain an area of three cottahs —
 fifteen

127/8
 166/8
 294/0
 8330/-

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fifteen Chittaks and twenty one square feet at the rate of Rupees two thousand and one hundred per cottah free from all encumbrances AND WHEREAS on the 19th day of July 1939 the purchaser paid to the vendor through Messrs. Talbot & Co. the sum of Rupees eight hundred and forty towards part payment of the purchase money AND WHEREAS calculated at the aforesaid rate the total price for the said plot of land comes up to Rupees eight thousand three hundred and thirty AND WHEREAS by a resolution of the vendor company passed by circulation on the 27th day of September 1938 Mr. G. D. Loyalka or Mr. Basantalal Murarka as Directors of the company were inter alia authorised to enter into - agreements on behalf of the vendor company for sale of the then unsold plots of and in the said premises No. 14, Gariahat Road and to affix the seal of the vendor company in all conveyances for which the company had already then entered into agreement with the purchasers and to take all steps to complete the sale of the plots and also to affix the seal of the company on all conveyances for which the company should enter into agreement for the then unsold plots inter alia of and in the said premises No. 14, Gariahat Road NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees eight hundred and forty to the vendor paid by the purchaser through Messrs. Talbot & Co. on or before the execution of the aforesaid agreement and the sum of Rupees seven thousand four hundred and ninety being the balance of the said consideration money to the vendor paid by the purchaser on or before the execution of these presents (the receipt of the said several sums of Rupees eight hundred and forty and Rupees seven thousand four hundred and ninety making together the sum of -- Rupees eight thousand three hundred and thirty the vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and discharge the purchaser) the vendor doth hereby grant transfer sell and assign and convey unto the purchaser ALL THAT the said piece or parcel of land hereditaments and premises in the first schedule -- hereunder more fully described OR HOWSOEVER OTHERWISE the said plot of land hereditaments and premises or any part thereof now are or is or

at



at any time heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH all ways paths - passages drains sewers water water-courses rights lights liberties easements privileges profits appendages and appurtenances whatsoever to the said premises belonging or in anywise appertaining or with the same or any part thereof now are or at any time or times heretofore were holden used occupied or enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appurtenant thereto with their and every of their appurtenances and all the estate right title interest inheritance use trust possession property claim and demand whatsoever both at law or in equity of the vendor of in and to the said plot of land hereditaments and premises and every part or parcel thereof with the appurtenances TO HAVE AND TO HOLD the said land -- hereditaments and premises hereby sold or expressed so to be UNTO AND TO THE USE of the purchaser absolutely and for ever and the vendor doth hereby covenant with the purchaser in the manner following that is to say that the said premises are now FREE FROM ALL ENCUMBRANCES charges and liens and that the said premises are not subject matter of any suit now pending in any court of law to the knowledge of the vendor and that the said premises are not subject to any attachment or prohibitory order issued by any court of law to the knowledge of the vendor and that notwithstanding any act deed matter or thing by the vendor made done or executed or knowingly suffered to the contrary the vendor now hath good right full power and absolute authority to grant transfer sell and convey the said plot of land hereditaments and premises hereby granted or expressed so to be UNTO AND TO THE USE of the purchaser in the manner aforesaid and that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said plot of land hereditaments and premises and receive the rents - issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or or by the vendor or any person or persons claiming from the vendor and that free and clear and freely and clearly and absolutely discharged saved harmless and kept ---- indemnified against all estate and encumbrances created by the vendor



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or

Sub-Registrar of Sealdah

or any person or persons lawfully or equitably claiming from under or in trust for the vendor And further that the vendor and all persons having or lawfully or equitably claiming any estate or interest in the said said plot of land hereditaments and premises or any part - thereof from the vendor or in trust for the vendor 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 or things whatsoever for further better or more perfectly assuring the said plot of land hereditaments and premises and every part thereof UNTO AND TO THE USE of the purchaser as shall or may be reasonably -- required AND further that the vendor shall and will unless prevented by fire or any other inevitable accident from time to time and at all times hereafter until sale of all the plots of and in the said premises No. 14, Gariahat Road and upon every reasonable request and cost of the purchaser produce or cause to be produced unto her or her attorneys or agents or at any trial, hearing, commission or examination or --- otherwise as occasion shall require all or any of the deeds, and - writings set out in the second schedule hereto for proving the title of the purchaser to and in the said plot of land hereditaments and premises hereby sold and also at the like request and cost deliver or cause to be delivered unto the purchaser such attested or other copies or abstracts or extracts from the said deeds and writings of any of them as she may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled And that when all other plots of the said premises No. 14, Gariahat Road to which the said deeds and writings relate have been sold to the purchasers thereof the vendor shall make over the said deeds and writings to such one of the -- purchasers as the vendor shall think fit on condition such purchaser should produce the said deeds and writings on requisition and inform the name and address of the said purchaser to the purchaser hereof as soon as possible.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of rent free land containing by actual measurement an area of three cottahs fifteen chittaks and twenty one square feet being Plot No. 32 formed out of premises No. 14, Gariahat Road

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Road within the municipal limits of Calcutta delineated in the map or plan hereto annexed and therein enclosed by red border in Registration District of Twentyfour Parganas Sub-district Sealdah thana Ballygunge Dihi Panchannagram Division V Subdivision "J" Mouza East Gadsha the said premises No. 14, Gariahat Road being comprised in the new rent-free holding Nos. 3 and 4 (formerly Nos. 29, 30A, 30B and 31A) bounded on the North by plot No. 33 on the East by thirty feet wide new road on the South by Plot No. 31 and on the West by Plot No. 5.

THE SECOND SCHEDULE ABOVE REFERRED TO

1. Original Indenture of Conveyance dated 28th January 1886 made between Sm. Saraswati Dasi of the one part and Francis Edward of the other part.
2. Pottah from the Collector, Twentyfour Parganahs to Francis Edward dated the 18th November 1887 for Holding No. 29 containing 2 Bighas 13 cottahs and 5 chittaks of land in Division No. 5 — Subdivision J.
3. Pottah from the Collector, Twentyfour Parganahs to Francis Edward dated the 18th November 1887 for Holding No. 30A containing 3 Bighas 5 cottahs and 1 chittack of land.
4. Pottah from the Collector, Twentyfour Parganahs to Francis Edward dated the 18th November 1887 for Holding No. 31A containing 1 Bigha 3 cottahs and 14 chittaks of land.
5. Indenture of Conveyance dated the 19th September 1895 between James Edward (brother of Francis Edward deceased) as vendor of the one part and Charlotte Anne Esteve as Purchaser of the other part for premises No. 14, Gariahat Road and registered in Book No. 1 volume 21 pages 188 to 195 being No. 1657 for the year 1895 in the office of Sudder Subregistrar of 24 Parganahs.
6. Indenture of Conveyance dated the 9th February 1897 between Walter James Hubert Esteve (husband of Charlotte Anne Esteve deceased) as the vendor of the one part and Thaddeus Mosrope Thaddeus as — purchaser of the other part for premises No. 14, Gariahat Road and registered in Book No. 1 volume 75 pages 38 to 44 being No. 456 for the year 1897 in the office of the Registrar of Assurances, Calcutta.

24/9/21
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7. Redemption Certificates Nos. 90, 91, 92 and 93 dated the 15th January 1898 granted by the Secretary of State for India in favour of Thaddeus Mesrope Thaddeus for Holdings Nos. 31A, 29, 30A and 30B Touji No. 1298.

8. Indenture of Conveyance dated the 16th April 1918 between Thaddeus Mesrope Thaddeus as the vendor of the one part and — Chimanlal Ganeriwalla and Brijlal Ganeriwalla as purchasers of the other part for premises No. 14, Gariahat Road and registered in Book No. 1 volume 135 pages 248 to 253 being No. 1695 for the year 1918 in the office of the Sudder Subregistrar of 24 Parganas.

9. Indenture of Conveyance dated the 26th September 1929 between Chimanlal and Brijlal Ganeriwalla and Anadi Kumar Nandi as vendors of the one part and Calcutta Real Property Co. Ltd. as purchasers of the other part for premises No. 14, Gariahat Road and registered in Book 1 volume 144 pages 113 to 120 being No. 4962 for the year 1919 in the office of the Subregistrar of Sealdah.

10. Indenture of Conveyance dated the 27th April 1920 between the Calcutta Real Property Co. Ltd. of the first part and William Rerve Rae as Liquidator of the Calcutta Real Property Co. Ltd. of the second part as vendors and Haji Sakur Gunny as purchaser of the third part for premises No. 14, and 48 Gariahat Road and registered in Book No. 1 volume 94 pages 33 to 41 being No. 2320 for the year 1920 in the office of the District Registrar of Assurances Calcutta.

11. Paper Book in Appeal No. 105 of 1925 of the Calcutta High Court prepared in the office of Messrs. N. C. Bural & Pyne — No. 1B, Old Post Office Street, Calcutta and printed in the Chandi Press No. 11/1, Gobinda Sen Lane, Calcutta in 1936 containing among others a copy of the Indenture of mortgage dated the 25th July 1921 executed by Haji Sakur Gunny and others Mortgagors of the first part in favour of the Eastern Bank Ltd. Mortgagee of the other part by which premises No. 14, Gariahat Road was inter alia mortgaged to secure the dues of the Bank.

12. Type written copies of papers concerning suit No. 552 of 1935 and also suit No. 2094 of 1936 instituted by the Easter Bank Ltd. in the High Court of Calcutta by which the defendants Mahammed Ali Patel and others were absolutely debarred and foreclosed of and from all rights of redemption of and in the mortgaged properties and

by



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by which the defendants were directed to deliver to the plaintiff Bank quiet and peaceful possession of the mortgaged properties which included inter alia the premises No. 14, Gariahat Road.

13. Indenture of Conveyance between the Eastern Bank Ltd. as the vendor of the first part, Ghanshyamdas Loyalka as the confirming party of the second part and Regent Estates Ltd. as purchaser of the third part for premises No. 14, Gariahat Road and registered in Book No. 1 volume 60 pages 90 to 94 being No. 1538 for the year 1938 in the office of the Registrar of Assurances, Calcutta and also Memorandum of Rectification of the said conveyance executed by the Eastern Bank Ltd. on the 21st of December 1938 and registered on the 10th of January 1939 in the office of the Registrar of Assurances, Calcutta.

14. Copy of the order made on the 21st December 1938 by the Land Registration Officer, Alipur in case No. 967 of 1938 by which the vendor the Regent Estates Ltd. has been registered as the owner of the premises No. 14, Gariahat Road being Holding No. 3 and 4 in place of the recorded owner.

15. The original resolution of the vendor company the said Regent Estates Ltd. passed on the 27th September 1938 authorising Mr. G. D. Loyalka or Mr. Basantlal Murarka as directors of the said company to take all steps to complete the sale of the plots of the company's lands at No. 14, Gariahat Road and also to affix the seal of the company on all conveyances for which the company has entered into agreement.

IN WITNESS WHEREOF the Vendor hath hereunto affixed its Common Seal the day month and year first above written.

~~SIGNED SEALED AND DELIVERED~~

~~at Calcutta in the presence of~~

Sealed with the Common Seal of the Vendor and signed and delivered by Mr. Basantlal Murarka, a Director of the Vendor at Calcutta in the presence of:-

Arum Praxas Chatterji
Asst. to Mr. P. D. Himansu Praxo
Solicitors, Calcutta.

Mr. K. Gopal Banerjee
Asst. Pleader Alipur J. & C. Bench.

Sub-Registrar of Sealdah
25/9/38



For and on behalf of
REGENT ESTATES LTD.

Director.

Received

Received from the within-named purchaser the sum of Rupees eight thousand three hundred and thirty only being the consideration money within-mentioned as per memo below Rs.8330/-

MEMO OF CONSIDERATION

By earnest Rs 840 - 0 - 0
By Cheque No. 878927 dated the 27th
September 1939 on Lloyds Bank Limited
Chowringhee Calcutta for . . Rs 7490 - 0 - 0

Total Rs 8330 - 0 - 0
Rupees Eight thousand three hundred and thirty only

Witnesses:-
Ajay Prakash Chatterji
Mritya-mohar Banerjee

For and on behalf of
REGENT ESTATES LTD.

Director.



Presented for Registration
1/300-10 on the 27th of
Sept. 1939 at the
Sub-Registry Office
Barkale Tal Nerurke



Du esent
P. S. S. S.

D. S. S. S.
Sub-Registrar of Sealdah
27.9.39

Evamhi a desit by
Barkale Tal Nerurke
son of Ramesh Nerurke
of 9 Royal Exchange Place
thana Calcutta
district Agrowalo
by caste Descent
by profession Descent Pstale Des.

P. S. S. S.
Director
P. S. S. S.

D. S. S. S.

Sub-Registrar of Sealdah
27-9-39

DATED THE 27th DAY OF September 1939.

REGENT ESTATES LIMITED

TO

SRIMATI SUDHANSU BALA DEBI



C O N V E Y A N C E

Sub-Registrar of Soaldah

Je 8/2



1/1-

Book No. I
Volume No. 45-
Pages 7 to 16
Being No. 2094
For the year 1939

Je 8/2

D. C. Banerjee

Sub-Registrar of Soaldah

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