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STAMP AFFIXED BY
166-22.6.46
STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

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Under Rule 21 of the Stamp Act, 1899, as amended, and by section 32 (1) of the Indian Stamp Act, 1917, Schedule I & No. 23, the following instrument is hereby stamped with a duty of Rs. 100/-

M. Haj
Registrar of Calcutta
22.6.46

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THIS INDENTURE made this twenty fourth day of June One thousand nine hundred and forty-six BETWEEN MISS. MARIE DENIS (formerly known as Moselle David) MISS. DIANA DAVID and MISS. ESTHER DAVID daughters of David Aaron David, deceased all of 18A, Belsize Square in the Country of London Spinners hereinafter referred to as "the Vendors" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the First Part, ST. JOHN DEMETRIUS of Acorn House Chowringhee Square Calcutta Chartered Accountant (hereinafter referred to as the NEW TRUSTEE) of the Second Part AND GOLAM KABIR son of Khan Bahadur G. Kibria by profession Landholder and NAWABZADI ZAIBAN NESSA wife of the said Golam Kabir both of No. 87, Southern Avenue within the Municipal town of Calcutta hereinafter referred to as "the Purchasers" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the Third Part WHEREAS one Caroline Manasseh daughter of Saleh Manasseh was seized and possessed of and otherwise well and sufficiently entitled to the messuages -

messuages land hereditaments and premises then No. 53, Elliot Road but now No. 57, Elliot Road, in the town of Calcutta -- more particularly mentioned and described in the Schedule hereunder written free from all encumbrances and intended to be hereby granted and conveyed AND WHEREAS at the treaty of the marriage between the said David Aaron David and -- the said Caroline Manasseh it was agreed that the said -- messuages land hereditaments and premises belonging to the said Caroline Manasseh as aforesaid should be conveyed and transferred to one Ezekiel Sassoon Gubbay and one Maurice Saleh Manasseh (hereinafter referred to as "the said Trustees") and the said David Aaron David should transfer and pay over to the said trustees a sum of Rupees Ten thousand absolutely belonging to him and that the said Trustees should hold and stand possessed of the said messuages land hereditaments and the said sum of Rupees Ten thousand upon the trusts and -- subject to the powers and provisions declared and contained of and concerning the same respectively as mentioned in the Indenture hereinafter recited AND WHEREAS by an Indenture of marriage settlement bearing date the fifth day of December One thousand nine hundred and one and made between the said David Aaron David of the First Part, the said Caroline -- Manasseh of the Second Part and the said trustees of the -- Third Part (Registered at the office of the Registrar of Calcutta in Book I Volume 67 pages 55 to 66 being No. 2194 - for 1901) the said Caroline Manasseh in pursuance of the aforesaid agreement and in consideration of the said sum of Rupees Ten thousand being paid by the said David Aaron David to the said trustees granted conveyed transferred assured - and assigned unto the said Trustees the said messuages land hereditaments and premises to have and to hold the same -- upon such trusts and subject to such powers provisions -- declarations

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declarations and agreements as are therein declared and contained of and concerning the same AND WHEREAS in the said Indenture of marriage settlement^{it} was interalia provided that after the death of the said Caroline Manasseh the said Ezekiel Sassoon Gubbay and Maurice Saleh Manasseh shall hold the said messuages land hereditaments and premises in trust for such of the children of the said David Aaron David and Caroline Manasseh as being a son or sons should attain the age of twentyone years or being a -- daughter or daughters should attain that age and should be -- unmarried at the time of the death of the said Caroline Manasseh in equal shares as tenants in common AND WHEREAS there were four children of the said marriage namely one son Arthur David and - three daughters the Vendors hereof all of whom were living and unmarried at the date of the death of the said Caroline Manasseh which took place on the Twenty Second day of March one thousand nine hundred and nine AND WHEREAS the said trustees in accordance with a direction in that behalf contained in the part -- recited Indenture of Marriage Settlement expended the said sum of Rupees Ten Thousand upon improvements to the said messuages land hereditament and premises AND WHEREAS the said Ezakiel -- Sassoon Gubbay died in or about the year 1922 AND WHEREAS by an Indenture of Mortgage dated the second day of October one -- thousand nine hundred and twentyfour and made between the said Arthur David of the one part and Manick Chand Dutt of the other part the said Arthur David granted conveyed and assigned all -- that his undivided share of and interest in the said messuages land hereditaments and premises hereinafter described in the - Schedule hereunder written to the said Manick Chand Dutt to -- secure to the said Manick Chand Dutt the repayment of the sum of Rupees three thousand with interest thereon at the rate of eighteen per cent per annum subject to the proviso for redemption as in the said Indenture contained AND WHEREAS by three Indentures

November One thousand nine hundred and twenty-four, ninth day of December One thousand nine hundred and twenty-four and twenty-third day of January One thousand nine hundred and twenty-five and each made between the said Arthur David of the one part and the said Manick Chand Dutt of the other part the said Arthur David charged his said undivided share and interest in the said messuages land hereditaments and premises to secure to the said Manick Chand Dutt the repayment of the further sums of Rupees Three thousand, Rupees Two thousand and Rupees Three thousand respectively advanced by him with interest on the said sums as in the said Indentures of Further Charge respectively mentioned AND - WHEREAS the said Arthur David having failed to repay the said amounts so advanced to him as aforesaid the said -- Manick Chand Dutt instituted a suit in the High Court of Judicature at Fort William in Bengal in its Ordinary -- Original Civil Jurisdiction being Suit No. 203 of 1926 wherein the said Manick Chand Dutt was the plaintiff and - the said Arthur David was the defendant for the recovery of the principal sums and interest due under the said Indentures of Mortgage and Further Charge AND WHEREAS by a -- decree in the said suit dated the twenty-second day of March one thousand nine hundred and twenty seven it was directed that the said messuages land hereditaments and premises -- should be sold with the approbation of the Registrar of the said Court to the best purchaser or purchasers that could be got for the same AND WHEREAS at a sale held by the said Registrar on the Second day of December one thousand nine hundred and twenty-seven the said Maurice Saleh Manasseh - was declared the Purchaser of the one-fourth share in the said messuages land hereditaments and premises to which the said Arthur David was entitled AND WHEREAS the said one-fourth share was purchased by the said Maurice Saleh --- Manasseh as such Trustee as aforesaid out of the funds in

his hands belonging to the Vendors and that he had no beneficial interest therein AND WHEREAS the said Maurice Saleh Manasseh died on the sixth day of April one thousand nine hundred and thirty -- having duly made and published his last Will and Testament dated the fifth day of February one thousand nine and twenty nine where- of he appointed one Ezekiel Saleh Manasseh and one Alan Saleh -- Manasseh executors and trustees AND WHEREAS probate of the said Will of the said Maurice Saleh Manasseh was granted to the said Alan Saleh Manasseh by the said High Court of Judicature at Fort William in Bengal in the exercise of its Testamentary and Intestate Jurisdiction on the tenth day of July one thousand nine -- hundred and thirty power being reserved to the said Ezekiel Saleh Manasseh the other executor to the said Will named to apply for a like grant AND WHEREAS by a deed of Transfer bearing date the twenty-eighth day of April one thousand nine hundred and thirty- one and made between the said Alan Saleh Manasseh as one of the executors of the last Will and Testament of the said Maurice -- Saleh Manasseh as aforesaid of the one part and the Vendors here- of of the other Part (Registered at the office of the Registrar of Calcutta in Book No. I Volume No. 52 pages 51 to 56 Being -- No.1343 for the year 1931) the said Alan Saleh Manasseh granted conveyed and assured unto the Vendors the said undivided share of the said Arthur David of and in the said messuages land here- ditaments and premises purchased by the said Maurice Saleh -- Manasseh as aforesaid to hold the same unto the Vendors for ever as tenants in common AND WHEREAS in the said in part recited -- Indenture of Marriage Settlement it was further provided that if the Trustees or any of them shall happen to die or desire to be -- discharged or to retire from the said trust or be absent from -- India for more than twelve months or refuse or decline or become incapable or unfit to act in the execution of the Trust therein

mentioned it should be lawful for the said David Aaron David and Caroline Manasseh during their joint lives and for the survivor of them during his or her life and after the decease of such survivor for the continuing Trustee or Trustees for the time being or if there shall be no continuing Trustee -- then for the retiring or refusing Trustee or Trustees or the Executors or administrators of the last acting Trustee to -- appoint any other person or persons to be a Trustee or Trustees in the place of the Trustee or Trustees ~~so~~ dying or going to reside abroad or desiring to retire or refusing or becoming incapable to act as aforesaid and upon every such appointment the Trust funds and premises thereby settled should be so conveyed transferred and assigned as to become vested in the new Trustee or Trustees either jointly with the continuing Trustee or solely as the case may require and every such new Trustee (as well before as after the said trust premises shall have become vested in him) shall have all the powers and authorities therein declared and contained AND WHEREAS in the events that had happened the power of appointment of New Trustee as provided in the said deed of Marriage Settlement was vested in the said Alan Saleh Manasseh as such executor to the estate of the said Maurice Saleh Manasseh AND WHEREAS by a Deed of Appointment of New Trustee bearing date the -- sixteenth day of February one thousand nine hundred and thirty-four and made between the said Alan Saleh Manasseh of the -- one part and the said New Trustee of the other part (Registered at the office of the Registrar of Calcutta in Book No. I Volume No. 13 pages 256 to 259 being No. 472 for the year 1934) the said Alan Saleh Manasseh in exercise of the powers for that purpose conferred by the said in part recited Indenture of Marriage Settlement and also by Act II of 1882 of the -- Legislative Council of India and all other powers and --
authorities



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authorities thereunto enabling him thereby appointed the said New Trustee to be the trustee of the said Indenture of Marriage Settlement and the said New Trustee thereby consented to be such trustee accordingly AND WHEREAS by the said deed of appointment of New -- Trustee the said Alan Saleh Mannasseh also granted conveyed -- assigned transferred and assured unto the said New Trustee the said messuages land hereditaments and premises to have and to -- hold the same unto the said New Trustee upon the trusts declared of and concerning the same in the said in part recited Indenture of Marriage Settlement AND WHEREAS the Vendors are now aged -- forty years, Thirty-eight years and thirty-nine years respectively AND WHEREAS the said trust has come to an end and the properties comprised in the said Indenture of Marriage Settlement including the said messuages lands hereditaments and premises have now -- vested in the Vendors but no formal deed of assignment or Transfer has been executed by the said New Trustee in favour of the Vendors in respect of the same AND WHEREAS by an agreement bearing date the Seventeenth day of April one thousand nine hundred and fortysix and made and entered between the Vendors of the one part and the said purchaser Golam Kabir of the other part the -- Vendors agreed to sell and the said purchaser Golam Kabir agreed to purchase the said messuages land hereditaments and premises - free from all encumbrances at or for the price or sum of Rupees Eighty-four thousand AND WHEREAS on the said Seventeenth day of April one thousand nine hundred and forty-six the said Purchaser Golam Kabir paid a sum of Rupees Eight thousand and four hundred to the Vendors as and by way of Earnest Money AND WHEREAS the -- aforesaid agreement to purchase the said messuages land hereditaments and premises was entered into and the said sum of Rupees Eight thousand and four hundred being the Earnest money was paid by the said Purchaser Golam Kabir for self and for and on account and on behalf of the said Purchaser Nawabzadi Zafar Nissa AND

Vendors have agreed to execute these presents in favour of the Purchasers AND WHEREAS at the request of the Vendors - the said New Trustee as such trustee of the said Indenture of Marriage Settlement has consented and agreed to become a party to these presents and execute the same in favour of - the Purchasers in the manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement -- aforesaid and in consideration of the said sum of Rupees - eighty-four thousand paid to the Vendors by the Purchasers with the concurrence and consent of the said New Trustee at or before the execution of these presents (the receipt whereof the Vendors and said New Trustee do and each of them -- doth hereby admit and acknowledge and of and from the payment of the same doth hereby release and discharge for ever the Purchasers and the said messuages land hereditaments and remises intended to be hereby granted conveyed and transferred) the Vendors do and each of them doth hereby grant - all convey transfer assign and assure and the said New -- trustee doth hereby grant convey transfer release and confirm unto the Purchasers ALL THAT the brick built messuage messuage or dwelling house together with the piece or parcel of revenue redeemed land or ground thereunto belonging whereof or on part whereof the same is erected or built containing by estimation 12 (Twelve) Cottahs 5 (five) Chittacks 12 (Twelve) ~~and~~ Square feet be the same a little more or less situate - being at and being premises No. 57, Elliot Road in the town of Calcutta and more-fully described in the Schedule hereunder written (hereinafter referred to as "the said premises") HOWSOEVER OTHERWISE the said premises or any part or parts thereof are or is now or heretofore was or were butted bounded by allied known numbered described or distinguished or reputed -

sp to be TOGETHER WITH all buildings outhouses edifices godowns -- structures and erections of every description and all sanitary - Electric and other fittings installations and equipments and all tanks wells drains sewers water water-courses water taps water -- pipes and all ways paths passages walls commons rights Rights -- liberties privileges easements benefits of ancient and other lights and all advantages and appurtenances whatsoever to the said -- premises or any part thereof belonging to or in anywise appertain- ing or usually held occupied or enjoyed therewith or reputed to - belong or known as part or parcel thereof or appurtenant thereto AND the reversion or reversions remainder and remainders rents -- issues and profits thereof and every part thereof AND all the - estate right title interest property claim and demand whatsoever both at law and in equity of the Vendors and of the New Trustee into or upon the said premises or any or every part thereof and also all deeds pottahs and muniments writings and evidences of -- title whatsoever and other documents solely or exclusively rela- ting to or concerning the same or any part or portion thereof -- which now are or at anytime hereafter shall or may be in the -- possession custody or power or control of the Vendors or the New Trustee or any of them or any other person or persons from whom they can or may procure the same without action or suit WITH FULL POWER AND ABSOLUTE AUTHORITY to the purchasers to appear before all -- Commissioners Collectors and all other Proper Officers and persons having jurisdiction in that behalf and to obtain mutation of names in the Local Collectorate Serastha of the Superior Landlords and in the local Municipality respectively in respect of the said - premises in the name of the purchasers and for that purpose and in all lawful ways and means to take steps and to do all such acts - and sign and execute all such application petition deeds and other writings as may be necessary and for such purposes to appoint one

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or more substitute or substitutes and such substitution at
pleasure to revoke TO HAVE AND TO HOLD the said premises
herein comprised and hereby granted sold conveyed trans-
ferred assigned assured and confirmed and released with
their rights members easements and appurtenances unto and
to the use of the Purchasers free from all encumbrances -
charges attachments liens and lispensens absolutely and
for ever AND the Vendors do and each of them doth hereby
for themselves their heirs executors administrators and -
representatives covenant with the Purchasers that the --
absolute interest which the Vendors profess to hereby --
transfer subsists and that notwithstanding any thing to
the contrary done or suffered by the Vendors or their --
predecessors-in-title the Vendors have good right full
power and absolute authority to grant sell convey trans-
fer assign and assure the said premises and every part -
thereof unto the Purchasers in manner aforesaid AND that
they have not done any act or thing whereby the said pre-
mises hereby granted sold conveyed transferred assigned -
assured confirmed and released or expressed or intended -
so to be have been encumbered or whereby they are hindered
from granting, selling conveying transferring assigning -
and assuring the same unto the Purchasers in the manner -
aforesaid AND the Purchasers shall or may at all times --
hereafter peaceably quietly enter into upon and hold --
possess and enjoy the said premises and every part thereof
and receive the rents issues and profits thereof without
any lawful ejection interruption claim or demand whatso-
ever from or by the Vendors or any person or persons law-
fully or equitably claiming from under or in trust for --
them or their predecessor-in-title AND that free and clear
and freely and clearly and absolutely acquitted exonerated

and

and discharged from or by the Vendors and well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other estates right title -- interest claim lien charges and encumbrances whatsoever created or suffered by the Vendors or their predecessors in title or any person rightfully claiming as aforesaid AND further that the - Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said premises 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 costs of the Purchaser or any person or persons claiming through under or in trust for the Purchasers make do acknowledge execute and -- perfect with all proper despatch or caused to be made done acknowledged executed and perfected with all proper despatch all such acts deeds assurances matters and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchasers in manner - aforesaid as shall or may be reasonably required AND the said New Trustee hereby declares that neither the said trustees have nor he has done anything by which the said premises hereby granted sold conveyed transferred assigned assured released and confirmed or expressed or intended so to be is encumbered or whereby he is hindered from granting conveying transferring releasing and -- confirming the same in favour of the Purchasers in the manner - aforesaid.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the two-storied brick built messuage tenement or dwelling house and all offices godowns and other structures and erections whatsoever together with the piece or parcel of -- revenue redeemed land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation 12 (Twelve) Cottas 5 (five) Chittacks 12 (Twelve) Square feet be the same a --

(formerly) No. 53) Elliot Road in the town of Calcutta being
 Holding No. 140 Block No. IV of the South Division of the --
 town of Calcutta and butted and bounded in the manner follow-
 ing that is to say On the North by ^{a municipal drain separating these premises from} premises No. 47, Elliot --
 Road On the South by Elliot Road, On the East by premises --
 No. 59, Elliot Road and On the West by premises No. 55, Elliot
 Road OR HOWSOEVER OTHERWISE the same or any portion thereof -
 now are or is or heretofore were or was butted bounded called
 known numbered described or distinguished.

IN WITNESS WHEREOF the Vendors and the New Trustee have
 hereunto set and subscribed their representative hands and -
 sealed the day month and year first above written.

SIGNED SEALED AND DELIVERED by
 the Vendors by their Constituted
 Attorney-St. John Demetrius at
 Calcutta in the presence of :

*Marie Davis, formerly
 Roselle David, by her
 constituted attorney
 St. John Demetrius*
*Miane David
 by her constituted attorney
 St. John Demetrius*
*Esper David
 by her constituted attorney
 St. John Demetrius*

MY SEAL
 MY SEAL
 MY SEAL
 MY SEAL

SIGNED SEALED AND DELIVERED by
 the New Trustee at Calcutta in
 the presence of :

St. John Demetrius
St. John Demetrius
St. John Demetrius
St. John Demetrius

RECEIVED

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1946

RECEIVED of and from the within-named Purchasers the withinmentioned sum of -- Rupees Eighty-four thousand being the consideration of these presents as per memo below.

RECEIVED

Rs. 84,000/-

M E M O:

By cheque No. CA 66280 dated 24th June 1946 on Imperial Bank of India (Park Street Branch) in favour of Diana David, Esther David & Marie Denis drawn by G. Kabir for Rs 75600/-

Rs 75,600/-

As earnest paid on 17th April 1946 Rs 8,400/-

Total Rs 84000/-

Rupees Eighty four thousand only

Marie Denis, formerly
Roselle David
Diana David
Esther David
by their constituted attorney
Paulo de Sena

Witnesses:

[Signature]
[Signature]

Paulo de Sena



Presented for registration at 1.30 PM
at the Calcutta Registration office
on the 24th day of June 1966
By St John Demetrius

X Sophie Demetrius

N. S. S. G.
Registrar of Calcutta
24.6.66

Executed in presence of
By St John Demetrius
son of
of 3 Chancery Place, Calcutta
By caste
By profession

for self and
as constituted attorney of
Marie Denis, Diana Davidson
Esther David.

X
St John Demetrius
for self and as constituted
attorney for Marie Denis, Diana Davidson
and Esther David.

R. K. Kar

Thumb impression of the
executant to be placed with.

R. C. Kar
By
son of
of
By caste
By profession
7 old post
office street,
Calcutta

N. S. S. G.
Registrar of Calcutta

CU 2221
74-8

Book No. /
Volume No. 52
Pages 136-149
Being No. 2221
For the year 1946

- BETWEEN -

MES. MARIE DENIS & ORS. ... 1st Part

ST. JOHN DEMETRIUS 2nd Part

- And -

GOLAM KABIR & ANR. ... 3rd Part.



57 Elbiah
W.R.
N.K.

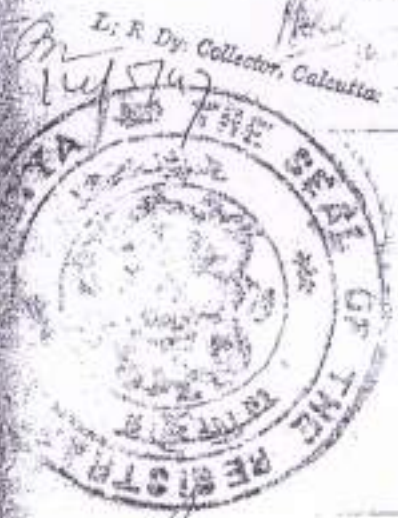
CONVEYANCE.

Filed in Land Registration
Case No. 998 of 1946-47

L. R. Dy. Collector, Calcutta

98
46-47

Dy. Asst. Secy
Cal. Corporation
Ad. 31/3/46



S. N. SEN.
Solicitor.