

SUREKA
Legal/Alipore/Deed of
Conveyance
ual Duty paid

- $\quad$ Ce Calcutta mprovamont Act sand nine hundred and fifty-one BETTWEEN HIS HIGKNGS JACADDVIFENDRA NARAIT BKUP BAHADUR Nahareja df Cooch Behar son of His Highness Maharaja Jitendra Narayan Bhup Bahadur deceasea of Cooch Behar end also of No. 8, Alipore Road Woodlands Alipur within the Municipal Iimits of the town of Calcutta hereinafter called "the Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors acministrators and representative) of the one Fert AND NESSINURS AMPIE IIMITZD a Company registered under the Indian Companies Act having its registered office at Rampart Row Fort Bombay and having its branch office at No. 8 Lyons Range in the town of caicutta hereinafter called the Confiming Party of the Second Part AND MHSEIEURS GYANIRAM AMD SONS LINITEM a Company resistered under the Indian Companies Act having its registered office at

No. 14 Netaji Subhas Road in the town of Calcutta hereinafter referred to as the Purchaser (which expression shall unless excluded by or repugnant to the context include its successor's representatives and assigns) of the Third Part WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to -all that piece or parcel of revenue redeemed land together with the buildings houses and structures thereon or on part thereof measuring about Eighty-nine Bighas Tweive -Cottahs Two Chittacks and Thirty-one Square feet be the same a little more or less situate at Alipur in the District of Twenty-four Pargannas known as "Woodlands" being premises No. 8, Alipur Road. within the Municipal limits of the town of Calcutta fully described in the First schedule hereunder written for an estate of inheritance in fee simple in possession or an indefeasible estate equivalent thereto free from all encumbrances

AND WIDREAS by an Agreement dated the Twentieth day of June one thousand nine hundred and fifty made between the Vendor of the one Part and the Confiming party of the other part the Vendor agreed to sell to the Confirming Party all that the sald lands hereditaments messuages tenements and houses situate lying at and being premises No 3, Alipur Road within the Municipal limits of the town of $\therefore$ Calcyuta faily described in the First Schedule hereunder written at a price of Rupees Fifty-five lacs in the manner anc on the terms and conditions therein contained

AND NHTREAS by the said Agreement it was inter alia
 provided that the Confirming Party would be at liberty to -sub-nivide the said lands hereditaments and premises into -
plots and sell them on such terms as the Confimine Parey would think fit and the Vendor would at the instence of the Confirming Party execute Conveyance or Conveyances to the -Sub-Purchaser or Sub-Purchaseas from the Confirming Party and the net saie proceeds received from the sale of each smaller plots would be paid to the Vendor till the Purchase price fixed under the said Agreement was not paic in full AND MHEREAS the Conirirming Party has divided the seid open or vacant land appertaining to the said premises No. 8, Alipur Road into sma 31 plots and at its own costs agreed to and fill up the tank within the said premises/open out a Thirty feet wide passage through and along the said land as shewn in the map or plan hereto annexed.

AND WHEREAS the Confizming party has agreed with the Purchaser for the absolute sale to the Purchaser of all that piece or parcel of revenue redemed land measuring about Three Bighas three Cottahs Two Chittacks and Thirty-one square feet be the same a little more or less shown as Plot 9 in the map or plan hereto annexed being a portion of the said premises No. 8 , Alipur Rosd and fully described in the Second Schedule nereunder written at the rate of $\mathrm{fs} 3000 /-$ (Rupees three thousend) per Cottah.

AND WHEREAS the said land has been measured and found to contain an area of Three Bighas three Cottahs two Chittecks and Thirty-one Square feet and the price thereof calcuiated at the rate of Rs 3,000/- (Rupees Three thousand) per cottah comes upto Rs 1,89,504/4/- (Rupees One lac eighty-nine thousand five hundred and four and annas four) obly.

AND VIHEREAS the Vendor at the request of the Confirming Party has agreed to transfer and convey the seid land to the Purchaser in the manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises -and of the sum of $\mathrm{Rs} 1,89,504 / 4 /$ - (Fapees one lac eightynine thousand five hundred and four and annas four) to the Vendor by the Purchaser paid on or before the execution of these -presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the payment of the same acquit release and discharge the Purchaser as well as the .. said premises) the Vendor doth hereby sell transfer convey assign and assure and the Confirming Party confirms unto the Purcheser ail that piece or parcel of Revenue redeemed land - (including e portion of the tank) measuring Three Bighas -Three Cottahs Two Chittacks and Thirty-one Square feet be the same a little more or less situate lying at and being Plot No. 9 shown in the map or plan hereto annexediand shown in pink coliour xocxterx being a portion of premises No. 8, ni, ailpur Road known as "Woodlands" fuliy described in the Second Schedule hereunder written OR HOWSOEVER OTHERWISE -the said land hereditanents and premises now are or heretofore were butted bounded called known described and distinguished TOGSTHER VITH all ancient and other lights ways --- paths passages sewers drains waters water-courses and all manner of rights privileges easements advantages appendages end appurtenances whatsoever to the said land hereditaments end premises or any part thereof belonging or with the same or any part thereof now are or heretofore were used occupied - or enjoyed TCGETHER WITH full right and liberty for the Purchaser its tenants, licensees, servants and other persons -authorised by it in common with the owners of the adjoining plots at ail times hereafter by day or night and for all -purposes with cr without horses builocks carts carriages --

motor cars lorries or any other vehicles laden or uniaden to go pass or repass and to drive cattle sheep or other animais along upon and over the Thirty feet wide road-way or passage - leading from the Alipore Road and shown in the map or plen hereto annexed TOGMHFRR WITH the full right and liberty to open up the said Road-way orpassage for laying thereunder -ahd erecting thereon in manner they are usually done watermains drains sewers pits electric or gas posts pipes cables and wires AND the reversion or reversions remainder or remainders and the rents issues and profits thereof AND AL工 the estate right title interest property claim or demand whetsoever both at law and in equity of the Vendor into and upon the same or any part thereof AND all deeds pottahs muniments and writings which exclusively relate to the said Land hereditaments and premises or any part thereof TO HAVS AND TO HOLD the said land hereditaments and premises hereby sold transferred granted and conveyed or expressed or intended so to be and efery part thereof unto and to the use of the purchaser for ever AID the Venoor covenants with the Purchaser that notwithstending any act, deed or thing by the Vendor made, done or executed or knowingiy suffered to the contrary the Vencor has an indefeasible and absolute title as and for an estate equivalent to an estate in fee simple in possession free from encumbrances in the said land hereditaments and premises hereby granted transfemed and conveyed or expressed or intended so to be and has yood risht and full power to sell grant transfer and convey the same unto and to the use of the Purcheasm in manner aforesaid aro mitur the Purchaser shall and may at all times herearter peaceably and quietly enter into possess and enjoy the said land hereditements and premises and every part thereof and receive the rents issues and profits thereof without any lawful eviction, interruption $2.1 \leqslant$

Jlatm or denand whatsoever from or by the Vendor or any person $\operatorname{sp}$ persons lawfuliy or equitably ciaiming from under or in twist for him THM free from all incumbrances whatsoever and cleariy and absolutely discharged or exonerated or othrrwise made or suffered by the Vendor well and sufficient - $2 y$ saved defended kept hamless and indemnified of from and egeinst ail former and other estates charges liens encumbran -ces attachments executions whstsoever AND FURMIER that the Vencor and all persons having or lawfully or equitably ciaim ing any estate or interest in the said land hereditaments -and premises or any part thereof from under or in trust for the Vendor sheil and will from time to time and at all times nereazter at the request and cost of the Purchaser do and -execute or cause to be done and executed all such acts deads and things whatsoever for further and more perfectly assuring the said lend hereditaments and premises and every part there -of unto end to the use of the purchaser in manner aforesaid as shali or may be reasonably required AND the Vendor 埃rther covenants with the Purchaser that the Vendor shall at all -times hereafter unless prevented by fire and other inevitable accident uon every reasonable request and at the cost of the Purcheser produce or cause to be produced to the Purchaser or its Agent or Agents or any person or persons as the Puxphaser may direct or appoint or in course of any suit or proceedings or otherwise as the case may require the title deeds and docu ments mentioned in the Third Schedule hereunder written and W111 permit the said title deeds and documents to be examined inspected and given in evidence and will at the like request and cost meke and furnish or cause to be made and furnished such true attested or otherwise copies or abstracts of or -extracts from the said title deeds and documents as may be -

reasonably required and will at all times keep the said title deeds and documents safe whole uncancelled and uninjured, fire and other inevitable accident always excepted $A D$ the Confirming Party hereby covenants with the Purchaser that the Confirm -ing party shall at its own cost open out the passage or roadway hereinbefore expressed and in the manner and condition that the same will be taken over by the Corporation of Calcutta and shall make over the same to the Corporation of Caicutta within Six months from the date of these presents and shall alsc at its own cost fill up the tank up to the level of the adjoining lands within two months from the date of these presents.

## THE FIRST SCEEDULS ABOVE REFTRRED TO.

ALI THAT upper roomed brick built messuage tenement or dwelling house together with all stables, out-houses, out-offices and buildings together with the piece or parcel of land or ground thereunto belonging measuring Ninety-twis Bighas Three Cottahs but estimated to contain Ninety-five Bighas more or less but found on measurement to contain Fighty-nine Bighas Tweive Cottahs Two Chittacks and Thirty-nine Square feet situate at Alipore in the District of Twenty-four Pergannas, Sub-District Alipur, Thanat Alipur and known as "Woodlands" and numbered 8, klipur joad, Alipur within the Municipal limits of the town of Calcutta and butted and bounded in the manner following namely on the Morth partly by Sterndale Road and partly by premises No. 1 sterndale


A Budar joint Snb-Kegistrar Sudar joint Sub-Rogistras

## 8.

ALL THAT piece or parcel of land measuring Three -Bighas Three Cottahs Two Chittaks and Thinty-one Square feet be the same a little more or less situate lying at and being a portion of premises No.8, Alipur Road being shown as plot No. 9 in themap or plan hereto annexed and shown in pink colour and butted and bounded on the North by Plot No. 10, on the -South by the roadway or passage Thirty feet wide shown in the - map hereto annexed, on the Best by Plot No. 6 and on the West by Plot No. 12.

## THE THIRD SCHEDULE ABOVE REFERRED TO.



## LIST OF TITLき DEEDS

1. 

Original Lease dated 9th Apmil 1918 from Frencis Bal four Esq., to Capt. \#.R.GiJbert \& Anr.
2. Original ReIease đated loth April 1918 from Francis Balfour Esqr., to Capt. V.R. Gilbert and another.

Original Release dated 3lst May 1824 from Major W.R dilbert \& Anr. to N. B. Bayby Bsqr. and hịs trustee.

Original Release dated lst June 1924 from Major \%.Rdilbert \& Another to W.B.Bayby Msqr. and his trustee.

Original Conveyance dated 20 th October 1851 between W. B. Bay lay Esqr. 1st part J. Hughes 2nd Part, Prince Rashi. muddin third part and Power of Attomey dated 18th July, 1851 from W.B. Baylay to Messrs. Colvin Ainslie Cowis Company annex -ed.
6. Original Mortgage Bond dated lst July 1862 between Prince Mohemmed Rehimuddin first part, D.J. Ezra Second Part and R.F. Stack third part.
7.

Original Bond dated lst July 1862 between Prince Mohemmed Rahimuddin first part D. J. Batea second part and R. T. Stack third part.
8. Original Transfer of Mortgage dated 10 th August 1865 and Iresh Mortgage to secure further advance and other sums between Iand Mortgage Bank lst part, S.M. Rahimudain -second part and J. F. Watkins third part.
9. Original Deed of Agreement and collatarel security dated 27 th April 1869 between Prince Mr. Rahimudain and J. F. Tatkins (worm eaten). .
10. Attested copy Declaration of Mrust dated 29th August 1368 between Francis Golam Mohemmed and others and the memp bers of the Mysore family.
11. Original Conveyance dated 25th February 1869 of No. 7 Diemond Harbour Road between J. F. Watkins Iirst part and Prince Mohammed Rahimuddin second part and H. H. Prince -Golam Mohamed and others third part and J. S.S. Watkins fourth part.
12. sttested copy appoontment of New•Trustee dated 20th September 1872 between Sahabzada Md. Rahimuddin and others and $S$. M. Naspiruddin Hyder.
13. Attested copy eppointment of New Trustee dated 9th September 1875 between Sahabzada Md. Rahimudidn and others and S. M. Kajimuadin.
14. Original Lease dated 22nd Novernber 1879 of No. 5, Alipur Road from Prince Md. Rohimudin to His Highness the Mahajara of Cooch Behar. 15. and 15A. Counter Part Lease dated 22nd November 1879 From Prince Mr. Rahimudin to His Highness of Cooch Behar. 15. Geven rent receipts. 17. and 17A. Original Agrement dated 4th May 1883 for sale and Purchase of NO. 5 AIIpore Road between S. Rahimuddin and
H.H. The Maharaja of Cooch Behar.
18. Certifieate of death dated 18th Hay 1883 of H. H. Prince Gulam Mohammed of K.S.C.I and S. Mohammed Bak Akhtar. 19 \& 19A. Origins1 Conveyance dated 22 nd June 1883 between S., M. Rahimuddin lst part, S.M.Rahimudin and others $2 n d$ part, Lord Wick Browne 3rd part and the Maharaja of Cooch Behar 4th part and Original Power of Attorney dated 2nd July 1883 from. Browne to H.A.Atkins Iisqr. and others. Attested copy Power of Attorney dated 24th March 1877 from Sahabaeda Md. KaIimudain to Prosonno Kumar Chatterjee and others do. Power of Attorney dated 30th May 1878 from Mr. Nasiruddin Fyder to Munshi Jan Mohamed and others do. Bengali Muktiarmamah dated 5 th geptember 1882 from S.M. Rahimuddin to Shair Rahim Bux \& others all annexed thereto.
20. Original Pottah No. 3033 dated lst Octooer 1883 of Shaheb of Bagicha for 94B - 12 K .2 Ch . of Land granted by the Collector of 24 Pargannas to H. H. Maharaja Nripendra Narain Bhup Bahadur of Cooch Behar (torn).
21. Printed copy agreement dated the 28th August 1949 between the Governor General of India and His Highness Maharaja of Cooch Hehar.
22. One plan of the Estate.
23.

Original Declaration of Jugadaindra Nareyan Bhup Bahadur Maharaja of Cooch Behar dated 29th March 1950 affirmed before Mr. N.K.Mehrs Notary Public, New DeIhi.
24. Original Mortgage dated l3th March 1950 between Ifis Highness Jagadwipendra Narain Bhup Bahadur and New India Assurance Company Limited.
25. Further charge dated 12th July 1950 between His Highness Jagsdipendra Narain Bhup Bahadur and New Indis Assurance Company IImited.
26. Release from New India Assurance Company Limited to Jagadwipendra Narain Bhup Bahadur dated 2lst August 1950.

IN WITMBSS' WHEREOF the venior has hereunto set and subscribed his hand and seal and the Common Seal of the Confirming Party has been hereto affixed the day month and year first above written.
 Allhintansicimer

Atis Afighmess
Maharaja Vagad Ansipendra MaraXan Bhxp Bahadxr. By his conscilüded allosnu.
farendra Sinil.
$\checkmark$ yiner on Rekay $r$

porder on. $q$ ib"orichor
in the presence of :
Scera
ACH inilom soiciln
APdolan wuicher

Receries on the diny ant year frich atwentited


 is un forgonis Ansenluie y crovey ance and hagatif
 freme o Areidoration
Ay Chuqn we Be 81718 on Amkeriae Aunk 1 Indei duwi is io ganmang $195 \%$ कr unx by. neoss Khielei $+C_{0}$ is my farom for $12,89,52$ the 4 Rufier oin hae sigiteg thim brionat fire tund and frock and anmes forn ing
hilieatar!-
Suprae His ffighoness Manaraga Jagaddaripendra Marayan Bhup Whhnitern. Bahadxr. By ho constiluited allornèy.


I asontar ror
K..


I Allipore by Alaresoluan. Gigh
 (ay) tor Che

- wiwap of atforney

$\because$

fiarendrus.
Ecocer.....Isucuriturs Sfo late Brioge artari Snigh
 zsoifdgir las conskitsted attrsuyfor gaga owipusa Raranqued.
 Oistelst divere An fire std
3y cas detorer buen an




