

Schedule I A No. 23
 and by section 22 (1) of the Calcutta Improvement Act 1911. Stamp duty paid under the Indian Stamp Act 1899 amended by Act III of 1922
 Rs. 750 As. X additional duty paid under the Calcutta Improvement Act
 Rs. 1000 As. X paid in excess
 Rs. 250 As. X
 Total Rs. 1750 As. X
 Tax paid as under: A 102/-
 N 3/-
 105/-

IN D E N T U R E made this 12th day of

August One thousand nine hundred and Forty One BETWEEN -"

RAJENDRA NATH ROY of No.42A Hazra Road in the town of -

Calcutta and SATYENDRA NATH ROY, C.S.I., C.I.E., I.C.S., -

of 5 Hastings Road, New Delhi both sons of Kedar Nath Roy -

deceased Brahma Service holders hereinafter called the -"

Vendors (which expression unless excluded by or repugnant to

the context shall include their respective heirs executors

administrators and representatives) of the One Part AND DEARY

MOHAN MUKHERJI son of Dr. Baikuntha Nath Mukherji deceased

of No. P93, Monoharpukur Road by caste Brahmin by occupation

merchant hereinafter called the Purchaser (which expression

unless excluded by or repugnant to the context shall include

his heirs executors administrators representatives and -

assigns) of the Other Part WHEREAS by a decree dated the

Twenty-fifth day of April one thousand nine and four made in

Suit No.159 of 1902 in the Court of the Subordinate Judge

of Twenty-four Parganas wherein Sarat Chandra Ganguly and Probodh Chandra Ganguly were the plaintiffs and Ambica Nath Ganguly, Nundo Lall Ganguly and Nagendra Nath Ganguly were the defendants it was inter alia decreed in accordance with the terms of Solenamah or Settlement filed by the parties to the said suit that the said Ambica Nath Ganguly was entitled to one third part or share of and in the immoveable properties in the plaint in the said suit mentioned AND WHEREAS in and by virtue of the said decree and as for his one equal third part or share of and in the said immoveable properties ALL THAT piece or parcel of land hereditaments and premises and tank marked C³ in the plan thereto annexed and incorporated therein together with an undivided Seven - eighteenth share in a path way thereon referred to and marked F and containing by estimation an area of ten cottahs and two chittacks 22 Square feet which was thereby declared to be joint and intended for the use of the said Ambica Nath Ganguly and certain other parties to the said suit were allotted to the said Ambica Nath Ganguly AND WHEREAS the portion of land hereditaments premises together with the tank therein thus allotted to the said Ambica Nath Ganguly was then known and numbered as municipal premises No.42 -

Hazra Road AND WHEREAS by a deed of Conveyance bearing date the Twenty-eighth day of March One thousand nine hundred and five made between the said Ambica Nath Ganguly of the one part and Mrs. Kamini Roy wife of one Kedar Nath Roy of the other part and registered in Book No. 1 Volume 7 Pages 171 to 182 in the office of the Sub-Registrar of Twentyfour - Pergannahs being No. 710 for the year 1905 the said Ambica Nath Ganguly for consideration mentioned therein did grant convey and transfer unto the said Mrs. Kamini Roy all that garden land hereditaments and premises together with tank therein and being municipal premises No. 42 Hazra Road fully described in the Schedule thereto AND WHEREAS the said Kedar Nath Roy died on or about the Nineteenth day of October One thousand nine hundred and nine leaving a Will dated the Sixth day of June one thousand nine hundred and four whereof he - appointed his wife the said Kamini Roy and Jnanendra and - Jatindra sons by his predeceased wife Soudamini his Executrix and Executors and whereby after making provision for certain legacies he devised and bequeathed his residuary estate in equal shares unto his said (1) wife Kamini Roy (2) Satyen his son by his predeceased wife Soudamini (3) Rajendra (4) Lila (5) Asoke (6) Mihir and (7) Nirmalendu the last five being

his

24-10-1907
Sub-Registrar of Sealdah

his children by her said wife Kamini Roy AND WHEREAS Probate of the said Will of the said Kedar Nath Roy was on Third day of March one thousand nine hundred and Ten issued out of and under the seal of the District Court of Hazaribagh to the said Kamini, Jnanendra and Jatindra AND WHEREAS by a General Power of Attorney bearing date the twenty-sixth day of April One thousand nine hundred and Ten the said Jatindra and Jnanendra did nominate constitute and appoint the said Kamini Roy as their attorney for the purpose of administering the estate of the said Kedar Nath Roy in such manner as she might think expedient AND WHEREAS by virtue of the said Power of Attorney as also of the said Will of Kedar Nath Roy the said Kamini Roy had been administering the estate of the said Kedarnath Roy AND WHEREAS the said Asok Roy died intestate and unmarried on or about Fourth day of May one thousand nine hundred and thirteen AND WHEREAS the said Lila died intestate and unmarried on or about the Twentyfirst day of July One thousand nine hundred and twenty AND WHEREAS the said Mihir also died intestate and unmarried on or about the ninth day of November one thousand nine hundred and twenty-six AND WHEREAS the executors Jnanendra and Jatindra died

in

in the year One thousand nine hundred and twenty-eighth and One thousand nine hundred and thirty respectively AND WHEREAS by a deed of Release bearing date the Twentyscond day of May one thousand nine and thirty two made between the Vendor Rajendra of the one part and the said Kamini Roy - - Nirmalendu and the Vendor Satyendra of the other part and registered in Book I Volume 35 pages 248 to 265 in the office of the Sub-Registrar of 24 Pargannahs being No.1896 for the year 1932 the Vendor Rajendra for consideration fully mentioned therein did release reassure relinquish and confirm unto the said Kamini Roy Nirmalendu and the Vendor Satyendra right title and interest as vested in him by virtue of the Will of the said Kedarnath Roy and which would vest in him after the death of his mother the said Kamini Roy of and in the immovable properties fully described in the Schedule "C" thereunder written including inter alia premises No.42A Hazra Road which is and was a portion of the old Municipal premises No.42 Hazra Road AND WHEREAS by a Deed of Conveyance bearing date the - Twenty-eighth day of July One thousand nine hundred and thirty three and made between Nirmalendu of the first part Rajendra of the Second part the said Kamini Roy the sole surviving - executrix of the Will of the said Kedar Nath Roy of the third

Recd. 1/11

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part

part and the said Kamini Roy and Satyendra of the fourth part
and registered in Book I Volume 76 pages 102 to 125 in the
office of the Registrar of Assurances, Calcutta being No.2605
for the year 1933 after reciting that the said Nirmalendu Roy
for consideration mentioned therein did thereby grant convey
and transfer and the parties therein of Second part did confirm
unto the parties therein described of the fourth part his undivid-
ed ¹⁶/₆₃ share in 42A Hazra Road amongst other properties AND -
WHEREAS the said Kamini Roy died intestate on or about the
Twenty-seventh day of September one thousand nine hundred and
thirty three leaving her surviving her sons Rajendra and -
Nirmalendu her sole heirs AND WHEREAS one Protapmull Srimall
in execution of a money decree obtained by him against the
said Nirmalendu put to sale the undivided right title and
interest of the said Nirmalendu in the said premises No.42A
Hazra Road inherited by him from his mother the said Kamini
in execution Case No.1455 of 1933 in the Court of First -
Munsiff of Alipur AND WHEREAS at the sale held on the Sixteenth
day of July One thousand nine hundred and thirty four one Sir
Abdul Halim Guznavi purchased for and on behalf of and with
money supplied by the Vendor Satyendra at or for the price
of Rupees One thousand two hundred and fifty five; the right
title and interest of the said Nirmalendu in the said - -

premises No.42A Hazra Road inherited by him from the - -
said Kamini Roy as aforesaid AND WHEREAS by a deed of Trans-
fer bearing date the Fourteenth day of December one thousand
nine hundred and thirty seven made between the said Sir Abdul
Halim Guznavi of the one part and the said Satyendra Nath Roy
of the other part and Registered in Book I Volume 109 Pages
275-278 in the office of the Registrar of Assurances, Calcutta
being No. 4120 for the year 1937 the said Sir Abdul Halim
Guznavi released and assigned unto the Vendor Satyendra
the said right title and interest of the said Nirmalendu in
the said premises No. 42A Hazra Road inherited by the said
Nirmalendu from the said Kamini as aforesaid and purchased by
him at the sale held on the 16th Sixteenth day of July one -
thousand nine hundred and thirty four in execution Case 1455
of 1933 AND WHEREAS in the events which have happended the
Vendors Rajendra Nath Roy and Satyendra Nath Roy are now -
jointly seised and possessed of and otherwise well and -
sufficiently entitled to as of an estate of inheritance in
fee simple in possession the said lands tenements heredita-
ments and premises No.42A Hazra Road mentioned and described
in the Schedule hereunder written and intended to be hereby-
granted conveyed transferred assigned and assured absolutely

Devi N. S. G.
Registrar of Sealdah

free

free from all encumbrances AND WHEREAS the Vendors have
agreed with the Purchaser for an absolute sale to him of
the said lands tenements hereditaments and premises more
particularly mentioned and described in the Schedule here-
under written at or for the price or sum of Rupees Fifty
thousand free from all encumbrances NOW THIS INDENTURE
WITNESSETH that in pursuance of the said agreement and in
consideration of the said sum of Rupees Fifty thousand paid
on or before the execution of these presents (the receipt
and payment of which the Vendors do and each of them doth
hereby admit and acknowledge) they the Vendors do and each
of them doth hereby grant convey transfer and assure unto
the Purchaser ALL THAT the land tenement hereditaments
and premises mentioned and described in the Schedule here-
under written OR HOWSOEVER OTHERWISE the premises or any
part thereof now is or are or at any time heretofore was
or were situated butted bounded called known numbered -
described or distinguished TOGETHER WITH all and singular
the buildings houses godowns and other erections and -
fixtures if any thereon and thereunto belonging and
with the same usually held used occupied or enjoyed -
AND all ways paths passages drains lights privileges
easements

easements appendages and appurtenance whatsoever to the said
lands tenements hereditaments and premises belonging or in
any wise appertaining or reputed or known to be part or parcel
or member thereof which now is or are or heretofore were or
was holden used occupied or enjoyed therewith and the rever-
sion or reversions remainder or remainders rents issues and
profits thereof and all the right title interest property
claim and demand of the Vendors into out of and upon the said
premises and every part thereof and all deeds documents and
muniments of title relating to the same TO HAVE AND TO HOLD
the said land tenement hereditament and premises hereinbefore
expressed to be hereby granted conveyed transferred or assured
or expressed or intended so to be unto the purchaser absolutely
free from all encumbrances and for ever and the vendors do and
each of them doth hereby covenant with the purchaser that they
the Vendors have good right full power and absolute authority
to grant convey transfer and assure the said premises and
every part thereof unto the purchaser in manner aforesaid and
that the purchaser shall or may at all times hereafter peace-
ably and quietly possess and enjoy the same and every part
thereof and receive and realise the rents issues and profits
thereof without any eviction interruption claim or demand -

whatsoever

Handwritten initials
Registrar of Sealdah

whatsoever by the Vendors or any person claiming lawfully
or equitably through under or intrust for them and that
free and clear and freely and clearly and absolutely -
acquitted exonerated and released or otherwise by and at the
costs or expenses of the Vendors well and sufficiently in-
demnified of from and against all manner of claims charges
liens debts attachments lispendens and encumbrances what-
soever created made done occasioned or suffered by the -
Vendors or by any person or persons claiming as aforesaid
and the Vendors do each of them doth hereby further coven-
ant with the purchaser that the Vendors and all persons -
having or lawfully or equitably claiming through under or in
trust for the Vendors as aforesaid shall and will from time
to time and at all times hereafter at the request and costs
of the purchaser or of person or persons requiring same
cause to be done or executed all such acts deeds matters
and things whatsoever for further better and more perfectly
assuring the said premises and every part thereof unto the
purchaser in manner aforesaid as shall or may be reasonably
required.

THE SCHEDULE ABOVE REFERRED TO.

All That two-storied brick-built dwelling house -

together

together with the piece or parcel of Revenue free land whereon

or on part whereof the same is erected and built containing by

admeasurement 2 Bighas 14 Chittacks 20 Square feet more or less
but now found to contain 1 Bigha 19 Cottas 7 Chittaks 38 sq ft. more or less
including a passage measuring 8 Cottas 15 Chittacks and 5 -

square feet situate lying at and being premises No.42A Hazra

Road in Dihi Panchannagram, Mouza Garcha, Thana Ballygunge

Sub-Registry Sealdah in the District of Twenty-four Pargannahs

comprised formerly within Holding Nos. 26A, 27A and 26/1 at

present in Nos. 214/161 and 215/161 Division VI Sub-Division

N and butted and bounded in the manner following that is to

say on the North formerly by Kalimohan Dass's Garden land at

present by "the Lansdown Dhobi Khana" of the Calcutta Corporation

and the premises occupied by "Bengal Steam Laundry Company -

Limited". on the East formerly by Kalimohon Dass's Garden and

Gopi Naskar's land and tank and by Ramtaran Banerjee's land at

present partly by 42, Hazra Road partly by Adhur Babu's land

leased out to Ram Kumar Dalmiya with a two storied "Mud

Kuttah" built on a portion thereof and partly by land belonging

to Sreemutty Basanti Devi (widow of late Mr. C. R. Das) on the

South formerly partly by premises No.42, Hazra Road partly -

by passage leading to 42A, Hazra Road and partly by Gopal -

Banerjee's Garden land at present partly by 42, Hazra Road -

partly by Hazra Road and partly by 41, Hazra Road owned by -

Mr.

13.12.1914
Registrar of Sealdah

Mr. S. D. Gupta, Controller of Army and Military Accounts,
 Government of India and on the West formerly partly by
 Sarat Ganguly's Garden land and partly by passage leading
 to 42A, Hazra Road at present by premises No. 16, Ritchie
 Road owned by Bijendra Nath Datta and by premises No.18,
 Ritchie Road belonging to Rai Nalini Kanta Das Gupta
 Bahadur.

IN WITNESS WHEREOF the Vendors have hereunto set and
 subscribed their respective hands and seals the day and
 year first above written.

SIGNED SEALED AND DELIVERED.

by the abovesigned Rajendra Nath
 Roy and by the abovesigned Indrajit
 Nath Roy by his constituted Attorneys
 the said Rajendra Nath Roy and
 Gouri Shanker Mukherjee under
 a duly registered power of Attorney dated
 14th March 1939 registered in Delhi in
 Book I volume 223 at p 225-230 on
 1939 in the presence of :-

Laxman Laxman Banerjee
 Assistant to the District
 Collector, Calcutta
 J. K. D. 22 Secretary, C.C.

Rajendra Nath Roy

Indrajit Nath Roy
 Rajendra Nath Roy

Gouri Shanker
 Mukherjee
 constituted attorney
 for S. N. Roy.

Amount of Consideration

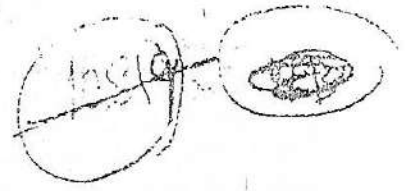
Paid as earnest - 100/-
 Paid on 21.9.41 by cheque No B02709/29 dated by
 Smt. G. Sen in favour of Vendor - 4000/-
 By cheque No B02709/31 on 21.9.41 dated
 12.9.41 in favour of Vendor drawn by Smt. G. Sen
 No. 941 - 1000/-
 By cash - 57-6/-
 Total 5000/-

Laxman Laxman Banerjee
 J. K. D. 22

Rajendra Nath Roy
 Indrajit Nath Roy
 Gouri Shanker
 Mukherjee
 constituted attorney
 for S. N. Roy.

Calcutta
Gour Sahay
Kali Saha
4 Hastings Street
Calcutta
Brahman
Solicitor as Constituted
Attorney for the Sahaya Sahay P.S.C.S.I.C.E
as directed by him

DATED THIS 12 DAY OF August 1941



-- BETWEEN --

RAJENDRA NATH ROY & ANOTHER VENDOR.

--: AND :--

PEARY MOHON MUKHERJI PURCHASER.

Personally known

surety holder
Mukherji
constituted
along
P.S.C.S.I.C.E



Sub-Registration of Rent
12.8.41



Reg. No. 12.8.41

CONVEYANCE

He has signed
12.8.41



Book No. 1
Volume No. 46
Pages 1 to 10
Being No. 1994
For the Year 1941

DUTT & SEN,
SOLICITORS,
6, Old Post Office Str
Calcutta.

