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INDENTURE made this Second day of Many One sand nine hundred and thirty-eight BETWEEN SURENDRA NATH TAGORE son of Satyendranath Tagore deceased residing at No.4, Palm Avenue, Ballygunge within the Municipality of Calcutta but in the Collectorate District of Twentyfour Parganahs by caste Brahmin by occupation landholder hereinafter called the Vendor (which expression shall unless excluded by or there be something repugnant to the context be deemed to include his heirs executors administrators and representatives) of the one part and KHAGENDRAMATH MAJUMDAR son of Dr. Protap Chandra Majumdar deceased residing at No.34 Theatre Road in the town of Calcutta by caste Brahmin by occupation Secretary to the Bengal Legislative Council hereinafter called the Purchaser ( which expression shall unless excluded by or there be something repugnant

sion shall unless excluded by or there be something repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the other part WHEREAS the Vendor is seised and possessed of and is otherwise well and sufficiently entitled to the piece or parcel of vacant land or ground together with part of a tank containing by admeasure—

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ment an area of nineteen Cottahs, be the same a little more or less situate lying at and being a portion of premises No.42,01d Ballygunge 2nd Lane (formerly a portion of premises No.55 Old Ballygunge 1st Lane) within the Municipal limits of the city of Calcutta but in the District of Twentyfour Parganas (the said piece or parcel of land or ground and tank being hereinafter fully described and delineated in the map or plan hereto annexed and therein coloured red) as and for an estate equivalent to an absolute

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absolute estate of inheritance in fee simple in possession free from encumbrances AND WHEREAS the Vendor hath agreed with the Purchaser for the absolute sale to him of the said piece or parcel of land or ground and the inheritance thereof free from encumbrances at and for the price or sum of Rupees Fourteen Thousand and Five Hundred NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rupees Fourteen Thousand and Five Hundred of lawful money of British India well and truly paid by the Purchaser to the Vendor on or before the execution of these presents the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby release the Purchaser the Vendor doth hereby grant transfer and convey unto the Purchaser ALL THAT revenue paying piece or parcel of land together with part of tank containing by admeasurement an area of nineteen Cottahs, be the same a little more or less situate lying at and being a portion of premises No.42 Old Ballygunge 2nd Lane (formerly a portion of premises No.55 Old Ballygunge 1st Lane) within the Municipal limits of Calcutta being part of Holding No.198 (constituted of Holdings formerly Nos.106,107,109,110, 111, 391 and 392) in Division V Sub-Division H Mouza Ballygunge in Panchannagram Thanna Ballygunge Sub-Registry Sealdah in the District of Twentyfour Pargannahs delineated in the said map or plan hereto annexed and thereon coloured red and butted and bounded on the North partly by the tank belonging to the Vendor and partly by the land and premises belonging to Mr. and Mrs.K. P. Chattopadhya on the East partly by land and premises No.12/1/1 Ballygunge Park Road belonging to K. C. Chatterji and partly by the land belonging to Mrs. Uma Guha on the South by partly by the Ballygunge Park Road under construction and partly by the land and premises belonging to Chandi Charan Law deceased and on the West partly by premises No.12 Ballygunge Park Road and partly by the land and premises belonging to Mr. and Mrs. K. P. Chattopadhya the annual revenue payable in the Collectorate of

Twentyfour

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Twentyfour Pargannahs for the entirety of the said Holding No.198 is Rupees eleven Annas fifteen and Pies nine OR HOWSOEVER otherwise the said land hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted bounded called known numbered described or distinguished TOGETHER WITH all trees yards courts areas sewers dreins water-courses lights liberties privileges easements and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND all the estate right title interest claim and demand whatsoever of him the Vendor in to and upon the said premises or any part thereof TOGETHER WITH all deeds Pattahs and muniments of title whatsoever in anywise exclusively relating to or concerning the said land hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or power or control of the Vendor or any other person or persons from whom he or they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and for ever AND the Vendor doth hereby for himself his heirs executors and administrators covenant with the Purchaser that notwithstanding any act deed or thing by the Vendor done or executed or knowingly suffered to the contrary the Vendor is lawfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendor hath good right to grant the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments

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and premises and receive the rents and profits thereof without, any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him and that free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any of them or any part thereof from under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said messuage land hereditaments and premises and every part thereof unto and to the use of the sair Purchaser in manner aforesaid as shall or may be reasonably required and the Vendor doth hereby covenant with the Purchaser that the Vendor will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to him or his Solicitors or Agents or at any trial hearing, commission examination or other--wise as occasion shall require all or any of the deeds and writing comprised in the Schedule hereunder written for the purpose of showing the title of the Purchaser to the said land hereditaments and premises hereby granted or expressed so to be on any part thereof and also at the like request and costs deliver or cause to be delivered unto the Purchaser such attested or other copies or extracts from the said deeds and writings or any of them as he may require and will in the meantime unless provided as aforesaid keep the said deeds and writings safe unobliterated and uncancelled.

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## THE SCHEDULE ABOVE REFERRED TO.

- Original Bengali Bill of Sale executed by Arman Bewa & others in favour of Shaik Ajimuddin and another dated 1st Jaista 1257 B.S.
- 2. Original Bengali Ekrarnama executed by Arman Bewa & others in favour of Shaik Ajimuddin and another dated 1st Jaistha 1257 B.S.
- 3. Original Bengali Agreement executed by Ajimuddin and another in favour of Feko Bibee dated 26th Agrahyan 1269 B.S.
- 4. Original Bengali Bill of sale by Ajimuddin and another to Feko Bibi dated 4th Pous 1269.
- 5. Original Bengali Bill of sale by Shaik Meher Ostagar to J. F. Periera dated 7th Chaitra 1270 B.S.
- 6. Certified copy decree of Sadar Amin Adalat of 24 Parganahs
  (J. F. Periera vs. Makhjan Bibee) dated 20th August 1866.
- 7. Original Pattah No.31 granted by the Collector to Gopal Mistree dated 21st June 1794.
- 8. Original Bengali Bill of sale from Jan Mohammed Mistry to Haroo Mandal dated 15th Pous 1228 B.S.
- 9. Original Bengali Bill of Sale from Haroo Mandal to Atu Bibee dated 18th Kartick 1253 B.S.
- 10. Original Bengali Bill of Sale from Atu Bibee to Kukhi Bibee dated 16th Magh 1260 B.S.
- 11. Original Bengali Bill of Sale from Lukhi Bibee to Abdool Darjee dated 5th Agrahyan 1267 B.S.
- 12. Original Bengali Bill of Sale from Lukhi Bibee to Shaik Juman dated 30th May 1864.
- 13. Original Bengali Bill of Sale from Shaik Juman to Shaik Jnuashi Talebali dated 20th June 1864.
- 14. Original Bengali Mortgage from Shaik Munshi Talebali to Sirpan Shaha dated 11th October 1866.
- 15. Original Bengali Hebanama from Munshi Talebali to Sarifunnessa Begum dated 27th February 1867.
- 16. Original Bengali Ekrarnama from Bissumber Dutt to Sarifunnessa Bibee

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Bibee dated 5th June 1869.

- 17. Original Bengali Kabulyat from Shaik Sabrati Ostagar to Mahendi Begum dated 20th October 1867.
- 18. Original Bengali Bill of Sale from Sarifunnessa Bibee to J.F.
  Periera dated 18th February 1870.
- 19. Original Bengali Bill of Sale from Abdool Darjee to J. F.
  Periera dated 15th June 1870.
- 20. Original Pottah granted by the Collector of Calcutta and
  Panchannogram to Haro Mistri and another dated 21st
  December 1824.
- 21. Original Bengali Bill of Sale from Shaik Coochil Mistry to Shaik Nazir Hassamuddin dated 21st Agrahayan 1269 B.S.
- 22. Original Bengali Bainpatra from Bibee Hingujan to Shakhi Bewa dated 26th Baisack 1274 B.S.
- 23. Original Bengali Bill of Sale from Bibee Hingujan to Sakhi Bewa dated 10th May 1867.
- 24. One Revenue Challan dated 23rd June 1871.
- 25. Original Bengali Bill of Sale from Sakhi Bibi to J.F.Peniera dated 28th April 1873.
- 26. Original Bengali Bill of Sale from Sadasook Roy to Dayam.
  Mistree dated 28th March 1823.
- 27. Original Bengali Bill of Sale from Dayam Mistree to Ratali Khalipa and others dated 21st Chaitra 1229 B.S.
- 28. Original Pottah granted to Rosun Khalipa and others dated

  24th September 1824 by the Collector of Calcutta and
  Punchannogram.
- 29. Original Bengali Bill of Sale from Damu Mistree to Kadar Bibi dated 10th March 1834.
- 30. Original Sale Certificate granted to Sk. Tofel Ali dated 21st Asar 1245 B.S. by the Shiristadar of the Court of the Dt. Judge of 24 Perganas.
- 31. Original Bengali Bill of Sale from Tofel Ali to Kadar Bibee dated 19th Magh 1247.
- 32. Original Bengali Bill of Sale from Kadar Bibee to Mathoo Khansama dated 20th July 1859.

34. Original Bengali Bill of Sale from Nasiban Bibee to Shaik Rahimbux Abdar dated 26th February 1862.

- 35. Original Bengali Bill of Sale from Nasiban Bibee to Shaik Massihar Rahaman dated 4th June 1862.
- 36. Original Bengali Bainpatra from Massihar Rahman to J. F.Periera dated 4th Kartick 1278 B.S.
- 37. Original Bengali Bill of Sale from Massihar Rahaman to J. F. Periera dated 26th Kartick 1278 B.S.
- 38. Original Bengali Farkhatnama from Gokul Darjee to Hachim dated 13th Aswin 1213 B.S.
- 39. Original Bengali Bill of Sale from Peer Mahamad Khansama to Shaik Haboo dated 30th Baishack 1224 B.S.
- 40. Original Pottah No. 2034 granted to Shaik Babu dated 30th July 1819 by the Collector of 24 Parganas.
- 41. Original Bengali Bill of Sale from Lal Mahamad Mistri to Shaik
  Haboo dated 15th Pous 1228.
- Original Bengali Bill of Sale from Dasu Mistri to Shaik Haboo dated 21st Assar 1240 B.S.
- Makuti Bibee dated 3rd Falgoon 1244 B.S.
- 44. Original Bengali Hebanama from Kakuti Bibee to Shaik Meherulla
  Darjee dated 12th January 1863.
- 45. Original Bengali Hebanama from Kakuti Bibee to Shaik Jarif
  Mistri dated March 1863.
- 46. Original Bengali Ewaynama from Shaik Jarip Mistree to Shaik Meherulla Darjee dated 26th March 1863.
- 47. Original Bengali Ewayanama from Shaik Meherulla Darjee to Shaik Jarip Mistree dated 31st March 1863.
- 48. Original Bengali Bill of Sale from Meherulla Parjee to J. F. Periera dated 19th September 1871.

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- 49. Original Bengali Bill of Sale by Shaik Kali Khalipa to Shaik Lalchand dated 13th Chaitra 1262.
- 50. Original Bengali Bill of Sale from Shaik Rahaman Khalipa to Lalchand dated 8th Assar 1265 B.S.
- 51. Original Bengali Mortgage from Shaik Lal Chand to Kailash Chandra Ghose dated 8th Agrahayan 1274 B.S.
- 52. Original Bengali Bill of Sale from Lal Chand to Panaulla dated 12th November 1868.
- 53. Original Bengali Bill of Sale from Panaulla Ostagar to J. F. Periera dated 5th March 1878.
- 54. Original Bengali Bill of Sale from Shaik Jarip Mistri to J.F.Periera dated 20th April 1883.
- 55. Original Patta No.4633 granted to John Francis Periera by the Collector of 24 Parganahs in respect of Holding No.106, 107, 109, 110, 111 and 391 dated 15th October 1873.
- 56. Original Potta No.5437 granted to Shaik Panaulla by the Collector of 24 Pergannahs in respect of Holding.
  No.112 dated 16th February 1874.
- 57. Certified copy decree in mutation case in respect of Holding No.112 dated 26th May 1903.
- 58. Original Patta No.6601 granted to Jarip Mistry by the Collector of 24 Parganas in respect of Holding No.392 dated 26th May 1874.
- 59. Certified copy decree in mutation case in respect of Hold-ing No.392 dated 26th May 1903.
- 60. Original further security from W.A.Perriera and another to Goonendra Nath Mitter dated 16th September 1916.
- 61. Original Reconveyance from Goonendra Nath Mitter to W.A.

  Perriera and another dated 11th June 1917.
- 62. Land Revenue Challans 36 in number.
- 63. Municipal rate bills 29 in number.
- 64. Original Conveyance from William Adolphus Perriera and another to Amiya Nath Chaudhury and another dated

## 10th February 1920.

- 65. Original Conveyance from Amiya Nath Chowdhury and another to Surendra Nath Tagore dated 7th June 1921.
- 66. Original Mortgage from Surendranath Tagore to Amiyanath Chowdhury dated 7th June 1921.
- 67. Original Reconveyance from Amiya Nath Chowdhury to Surendrana
  Tagore dated 12th June 1923.
- 68. Counter part Deed of Exchange between Surendra Nath Tagore at Pramathanath Chowdhury and another dated 2nd August 1924.
- 69. Certified copy of the Will of John Francis Perriera dated the 27th January 1895.
- 70. Original Indenture of Mortgage dated the 7th June 1921 from Surendra Nath Tagore to Nripendra Nath Sircar.
- 71. Original Indenture of Mortgage dated the 2nd August 1924 from Surendra Nath Tagore to Nripendra Nath Sarkar.
- 72. Original Indenture of Substituted Mortgage dated the 1st

  April 1926 from Surendranath Tagore and another to

  Nripendra Nath Sarkar.

IN WITNESS whereof the Vendor has hereunto set his hand and seal the day and year first above written.

STONED SEALED and DELIVERED by the abovenamed Surendra Nath
Tagore in the presence of

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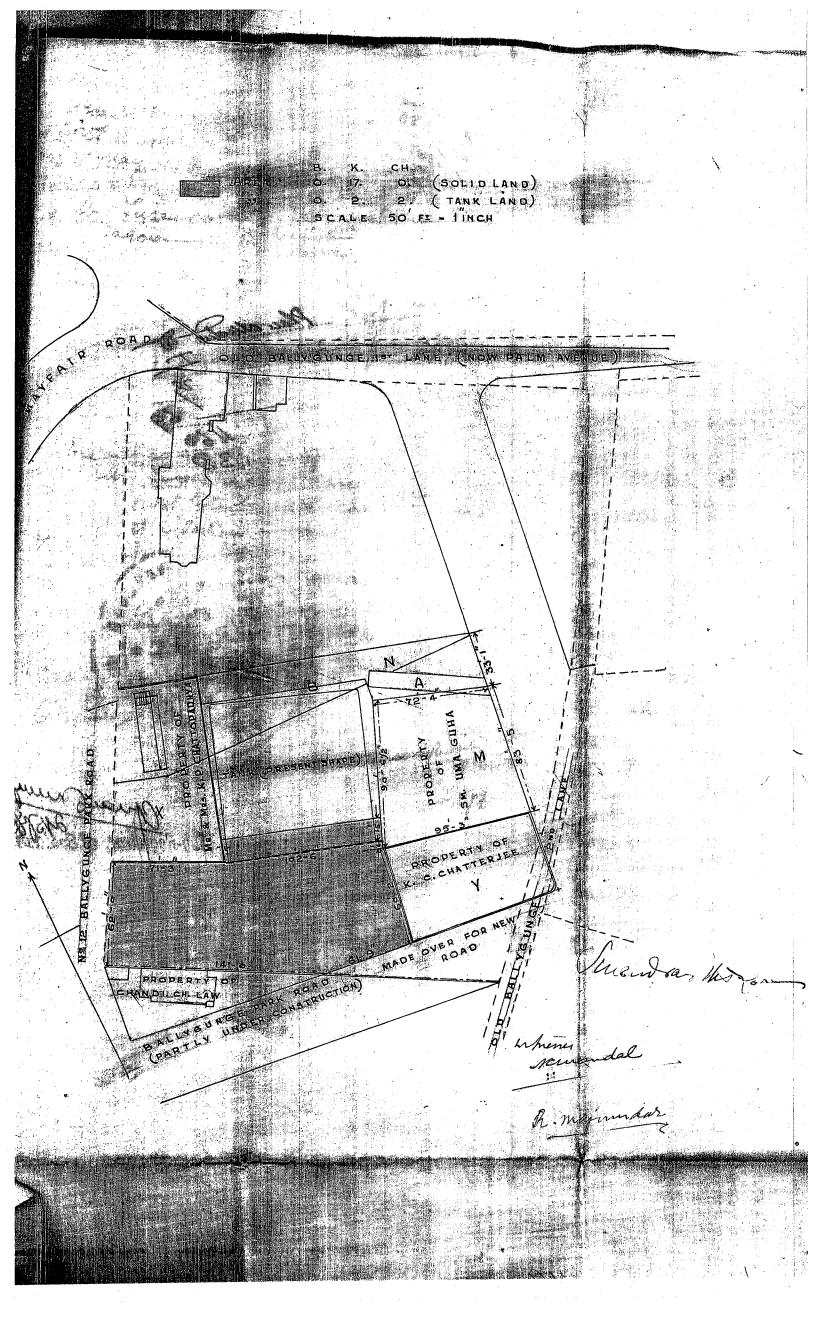
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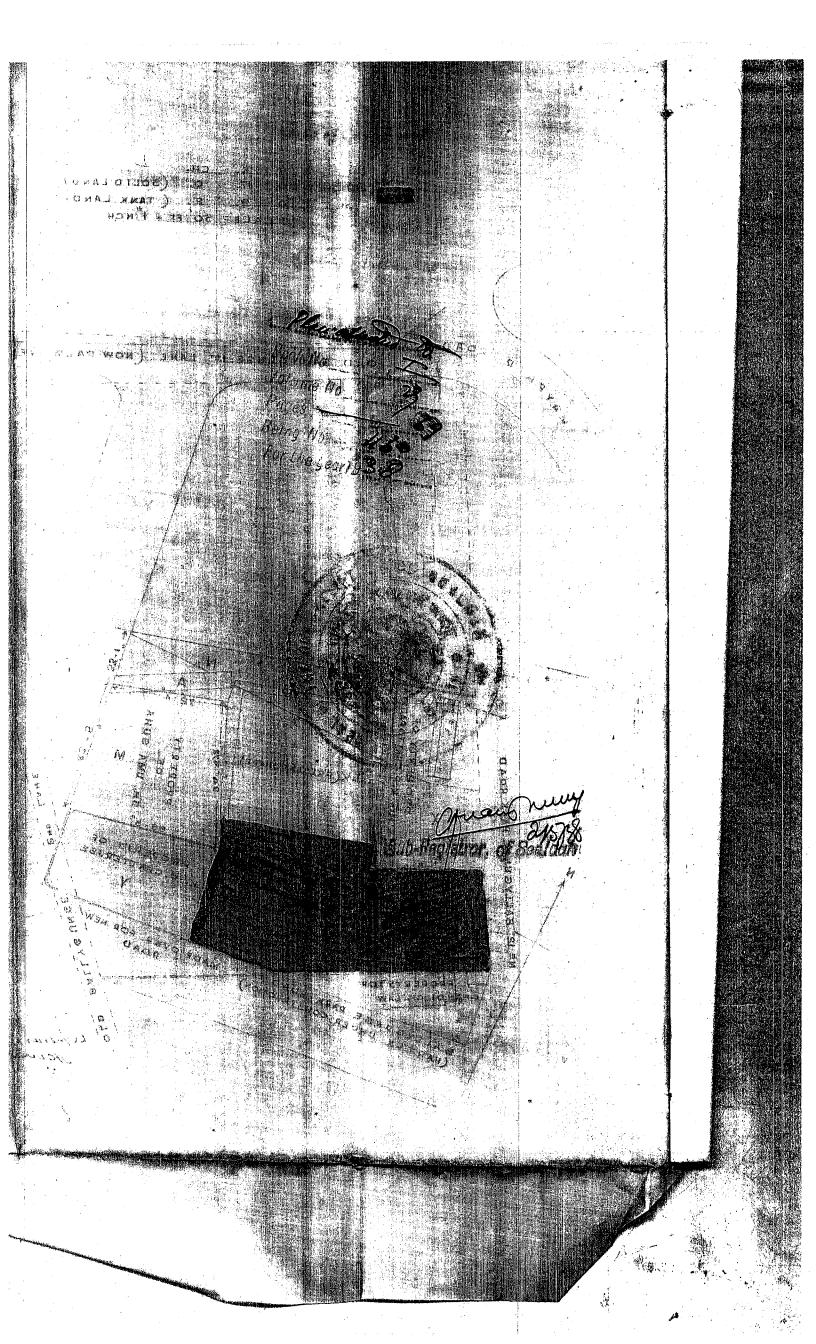
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Sub-Registrar, of Seclash





Presented for Registration ne 2/157 M. antine. 2 20 day of May 18 & at the Beatsun Sub-Registry Ligne Mr: Lusenda Zeur Tagore un Ene carlo Tuendraw Mass 8ub-Refistrar, of 8ealdah of 4 Palem Avene Thoma Ballyfurg Section Broken my your sound de Dolce Tas oracle tourous been Tuendray Magge Level assemble of South

Khagendranath Majumdar. Sub-Registration & Bellink