

Calcuats Improvement Act 1911 Schedule I. A. No. 23

STAMP SUPFRINTENDENT. CALCUTTA COLLECTORATE.

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Amended by Act III of Additional Duty paid

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under the Calcutta Lapravement Act

Paid in excess Total 12605 ces paid as unda!

THIS INDENTURE made this thirty first day of May thousand nine hundred and fifty-four BETWEEN SOURENDRA MOHAN SINHA son of Surjya Narayan Sinha deceased, Hindu Landholder, residing at No.4, Hastings Park Road, Alipore, in the District of Twenty-four Pargannas, hereinafter called "the VENDOR" --(which expression shall unless excluded by or repugnant to) the context be deemed to include his heirs, executors, administrators and representatives) of the FIRST PART AND KANOI ESTATES LIMITED, a company incorporated under the Indian Companies Act and having its registered Office at No.P-8, Mission Row Extension, Calcutta, hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors and assigns) of the SECOND PART A N D KANOI (INDIA) LIMITED a company -incorporated under the Indian Companies Act and having its -registered Office at No.P-8, Mission Row Extension, Calcutta, hereinafter called "the CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors and assigns) of the --THIRD PART :

WHEREAS

WHEREAS-

- By an Indenture of Lease dated the Fourth day of April, one thousand nine hundred and twenty-two made between Anne Mary Shore as the Lessor of the One Part and the said Sourendra Mohan Sinha, the Vendor herein, as the Lessee of the Other Part and registered at the Calcutta Registration Office in Book No. I Volume No. 43 pages 240 to 269 being No. 1633 for the year 1922, the said Anne Mary Shore in consideration of the Salami or premium therein mentioned granted and demised unto the said Sourendra Mohan Sinha the premises No.4, Hastings Park Road, Alipore, for the term of Nihety-nine years commencing from the Fourth day of April, one thousand nine hundred and twenty-two subject to the payment of rent thereby reserved and the covenants and conditions therein contained and on the part of the Lessee to be observed and performed :
- 2) By an Indenture of Conveyance dated the Fifth day of April, one thousand nine hundred and twenty-two made between the said Anne Mary Shore as the Vendor of the -One Part and the said Sourendra Mohan Sinha, the Vendor herein as the purchaser of the Other Part and registered at the Calcutta Registration Office in Book No. 1 Volume No.55 pages 31 to 50 being No.1634 for the year 1922 the said Anne Mary Shore after reciting inter alia that it was inter alia provided in the said Lease dated the Fourth day of April, one thousand nine hundred and twenty-two -that she will at any time within six months from the date of the said Lease execute and register a proper Conveyance of her reversionary right, title and interest in the said premises No.4, Hastings Park Road, expectant on the expiry of the said Lease dated the Fourth day of April, one thousand nine hundred and twenty-twounto the said Sourendra -

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Mohan Sinha for the consideration therein mentioned, granted conveyed and transferred unto the said Sourendra Mohan Sinha her reversionary right, title and interest in the said premises No.4, Hastings Park Road, Alipore, expectant on the expiry of the said Lease dated the Fourth day of April, one thousand nine hundred and twenty-two:

 By a Deed of Partition dated the Twenty-eighth day of March, one thousand nine hundred and twenty-three made --between the Vendor herein of the First Part, Sudhindra Narain Sinha of the Second Part, Satindra Narayan Sinha of the Third Part and Srimati Priyamboda Sinha of the --Fourth Part (registered at the office of the Registrar of Assurances, Calcutta in Book No.I Volume No.58 pages 26 to 27 being No. 1481 for the year 1923) and for the consideration mentioned therein the joint estate left by the said Surja Narain Sinha deceased, was partitioned and -allotted amongst the said parties and in the said Deed of Partition a declaration has been made by the said parties that the premises No. 4, Hastings Park Road, Calcutta, described in Part I of the Second Schedule thereunder and also described in Schedule hereunder and intended to be hereby transferred conveyed and assigned did never form part of the joint estate belonging to the parties thereto and that the Vendor purchased the said premises No.4, Hastings Park Road with his own money and is entitled thereto as his own separate and exclusive property :

a) By a Deed of Exchange dated the Eleventh day of July, one thousand nine hundred and forty made between the said Sourendra Mohan Sinha as the First Party and Srimati Tara Bai as the Second Party and registered at the Sadar Registration Office, Alipore in Book No.I Volume No.74 in page 173 being No.2678 for 1940 Thirteen Chittacks and Eighteen Square feet of land then known as 4B, Hastings Park Road,

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formed out of and forming a part of the said premises
No.4, Hastings Park Road and described in the First Schedule thereunder written was exchanged with Thirteen
Chittacks and Eighteen Square feet of land out of and
forming part of premises No.22, Belvedere Road and described in the Second Schedule thereunder written, both
the said pieces of land being delineated in the map or
plan annexed thereto, upon and subject to the terms and
conditions contained in the said Deed of Exchange:

- 5) The said premises No.4, Hastings Park Road, including the portion so exchanged as aforesaid, has also been number -ed and assessed as No.4, Hastings Park Road:
- 6) The Vendor is absolutely seised and possessed of or otherwise well and sufficiently entitled to the said -premises No.4, Hastings Park Road free from all encumbrances whatsoever:
- absolute sale to them or their nominee or nominees of the said premises No.4, Hastings Park Road, free from all -- encumbrances whatsoever at or for the price of Rupees -- Three lacs and sixty thousand; and has on the Ninth day of March, one thousand nine hundred and fifty-four received from the Confirming Party a sum of Rupees Ten thousand only as earnest money and in part payment of the said price
- 8) The said Confirming Party has nominated the said
 Messrs. Kanoi Estates Limited as the Purchaser under the
 said Agreement for Sale and have requested the Vendor to
 convey the said premises to their said nominees Messrs.
 Kanoi Estates Limited and have joined in these presents
 in order to confirm same:
- 9) The Purchaser has reimbursed the Confirming Party with the said sum of Rupees Ten thousand paid as earnest

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money by the Confirming Party as the Confirming Party doth hereby admit and acknowledge:

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of RUPEES TEN THOUSAND paid as earnest money as aforesaid And the further sum of RUPEES THREE LACS AND FIFTY THOUSAND paid to the Vendor by the Purchaser at or before the execution of these presents (the receipt of which several sums of Rupees Ten thousand and Rupees Three lacs and fifty thousand aggregating Rupees Three lacs and sixty thousand the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit -release and discharge the Purchaser for ever and also the said premises hereby conveyed) the Vendor doth hereby grant sell -convey transfer assign and assure And the Confirming Party doth hereby confirm unto the Purchaser free from all encumbrances whatsoever ALL THAT brick built messuage or dwelling house, -tenements, hereditaments and premises TOGETHER WITH the piece or parcel of rent free land thereunto belonging whereon or on parts whereof the same is erected and built containing an area of One Righa Fifteen Cottahs Four Chittacks and Twenty-three Square feet more or less situate lying at and being premises No. 4, Hastings Park Road, Alipore, in the District of Twenty-four Pargannas -within the municipal limits of the town of Calcutta and more -particularly described in the Schedule hereunder written and -hereinafter for the sake of brevity referred to as 'the said premises' OR HOWSOEVER OTHERWISE the said premises or any part thereof now are or is or at any time heretofore were or was -situated butted bounded called known numbered described or -distinguished TOGETHER WITH Twenty-two Ceiling Fans, Four Chandeliers and Shades and Two Electric Pumps and all houses, outhouses garages and other buildings, erections, structures, fixtures, electrical and sanitary and other installations, fittings, -fixtures and appliances, walls, yards, court-yards, compounds

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and the boundary walls on the North, East, South and West sides of the said premises TOGETHER WITH the ground or soil beneath the said walls and all other benefits and advantages of ancient and other lights, ways, paths, passages, pits, areas, fences, sewers, drains, ditches, water, water-courses, wells, trees, shrubs, -timber, gardens and all and all manner of former and other rights liberties, easements, privileges, advantages, appendages and -appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining thereto or which with the same or any part thereof now are or is or at any time or -times heretofore were or was held, used, enjoyed, occupied, or reputed to belong or be in anywise appurtenant thereto And the reversion or reversions, remainder or remainders And all the rents issues and profits of the said premises and every part thereof And all the legal incidents thereof And all the estate right title interest inheritance use property claim and demand whatsoever both at law and in equity of the Vendor in to upon or in respect of the said premises and every part thereof And all deeds pottahs muniments writings and evidences of title -which in anywise relate to the said premises or any part or x parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor or any person or persons from whom the Vendor can or may procure the same -without any action or suit at law and in equity TOGETHER WITH all benefits and advantages of the covenants for production of title deeds and of the assignments of the rights and privileges relating to such production of title deeds as contained in the earlier documents of title including the said Conveyance dated the Fifth day of April, one thousand nine hundred and twenty-two and the Beed of Exchange dated the Eleventh day of July, one thousand nine hundred and forty TO HAVE AND TO HOLD the said premises AND ALL AND SINGULAR other the premises hereby sold granted conveyed transferred assigned and assured or expressed

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or intended so to be with all rights members and appurtenances unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances and liabilities whatsoever AND the Vendor doth hereby covenant with the Purchaser that the -Vendor has good right full power absolute authority and indefeasible title to grant sell convey and transfer the said premises hereby granted sold conveyed and transferred or expressed so to be and every part thereof - the ruchaser - the manner aforesaid and according to the true intent and meaning of these presents AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the said premises and every part thereof and receive and take the rents issues and profits thereof without any lawful eviction, interruption, disturbance, claim or demand whatsoever from of or by the Vendor or any person or persons whomsoever AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the cost and expenses of the Vendor well and sufficient -ly saved, defended, kept harmless and indemnified of from and against all former and other estates, charges, liens, debts, -attachments, executions, lis pendens, encumbrances and liabilities whatsoever AND FURTHER that the Vendor and all persons -having or lawfully or equitably claiming any estate right title and interest whatsoever in the said premises or any part thereof from through under or in trust for 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 or -executed all such acts deeds and things whatsoever for better and more perfectly and effectually granting and assuring the said premises and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the brick built messuage or dwelling house tenements

hereditaments and premises TOGETHER WITH the piece or parcel of rent free land thereunto belonging and whereon or on part or -parts whereof the same is erected and built containing an area of One Bigha Fifteen Cottahs Four Chittacks and Twenty-three -Square feet more or less situate lying at and being premises -No.4, Hastings Park Road, Alipore, within the Municipal limits of the town of Calcutta, Thana and Sub-Registry Alipore, Holding No.49 Mouza Alipore Saheban Bagicha in the District of --Twenty-four Pargannas and butted and bounded in the manner -following, that is to say on the North by Beivedere Road, on the South by premises No. 5, Hastings Park Road, on the East by premises No. 22, Belvedere Road and on the West by Hastings Park Road OR HOWSOEVER OTHERWISE the said premises or any part thereof may be butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the VENDOR hath hereunto set and subscribed his hand and seal And the COMMON SEAL of the CONFIRM-ING PARTY was hereunto affixed on the day month and year first above written.

SIGNED SEALED AND DELIVERED by the VENDOR at Calcutta in the

S. N. Das maj under Advocate, High Court, Calculli of Mys P. D. Himatsingka to, Solo. Cal. THE COMMON SEAL of the CONFIRMING PARTY was hereunto affixed in the presence of Sri LALCHAND KANOI, a Director of the CONFIRMING PARTY, who has SIGNED these presents at Calcutta in the presence of :-

S. M. Das majunder



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Witnesses

S. N. Das



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Twenty-three -sing premises -micipal limits
Alipore, HoldDistrict of -the manner -lere Road, on
on he East by
ny Hastings Park
any part thereescribed or dis-

of the CONFIRMand year first PURCHASER the within-mentioned sum of RUPEES
THREE LACS AND SIXTY THOUSAND payable by the
Purchaser to the Vendor in full of the consideration money of the hereinbefore Indenture
of Conveyance as per memo below.

Rs. 3, 60,000/-

MEMO OF CONSIDERATION :

By earnest paid on the 9th March 1954.

Rs. 10,000/-

By Cheque No. Py 313077 dated 31.5.54. drawn by Messrs. P.D. Himatsingka & Co., in favour of the Vendor on the UNITED COMMERCIAL BANK Ltd., Calcutta for - -

Rs. 3, 50, 000/-Rs. 3, 60, 000/-

Rupees Three lacs and sixty thousand only,

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Witnesses :-

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S. N. Das majumde

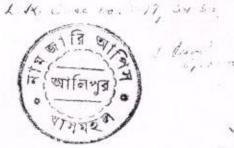
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Director.



Presented for registration at / / A Moor I' M the day 3/5/of ... frace ... 19 5 ... the office of the kub-Reg strar A pore Sadar by who will have the more Exec tant for claimant or attorney & Pover of attorney No for 19 authenticated by the Sub-registrar of Muamor av professie Direction Kanoi (IDia) da au hen to Ent- agis his of Acifer as agent for Vornien Corollectorustic. Sailendra Nath mukyu Sibenama Chulmalof



a 121(SH 3) In Hastings



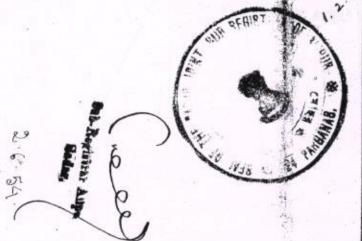
SOURENDRA MOHAN SINHA....1st Part.

KANOI ESTATES LIMITED ... 2nd fart.

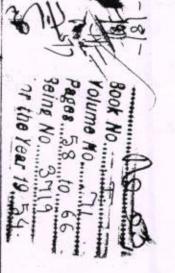
AND

KANOI (INDIA) LIMITED 3rd Hart.





CONVEYANCE of 4, Hastings Park Road, Alipore.



P. D. HIMATSINGKA & Co. Solicitors.