

12648



STAMP AFFIXED BY:

Pleasant 3-2-61

STAMP OF THE SUPERINTENDENT,
CALCUTTA COLLECTORATE.

570

Admission under Rule 11, duty stamps
under the Indian Stamp Act, 1900,
Schedule IA No. 23
and also under Section 21(1) of the
Calcutta Land Revenue Act, 1911,
Stamp Duty under the Stamp Act Re 1125-00
ACT under the Stamp Act Re 1500-00
Paid in Rs

Total Rs 2625-00

Fee paid as under:-

9'302
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6309
Kalyan

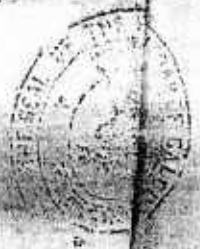
Sy T. Anantji Borkar
W. T. Anantji Borkar

Suam
7/2/61

THIS INDENTURE made this 7th day of February One thousand nine hundred and sixty-one BETWEEN (1) BEGUM SAIDUN NESSA HAQUE, wife of Mohamed Ziaul Haque, (2) LUTFUN NESSA HAQUE, wife of Mozammel Haque and daughter of Mohamed Ziaul Haque (3) JAHARATUN NESSA ZILANI, wife of Golam Zilani and daughter of Mohamed Ziaul Haque, (4) MOTIUN NESSA HAQUE, daughter of Mohamed Ziaul Haque, (5) MOHAMMED REZAUL HAQUE, son of Mohamed Ziaul Haque, all Mohammedan landholders and all residing at No.7, Lower Circular Road in the town of Calcutta and hereinafter referred to as the "Vendors" (which expression shall unless excluded by or repugnant to the context include their respective heirs executors administrators and representatives) of the One Part AND HOMI NAVROJI GORABHAI son of Navroji Gorabhai (Medhora) Parsi Trader and residing at No.21, Park Street in the town of Calcutta hereinafter referred to as "the purchaser" (which expression shall unless excluded by or repugnant to the context ~~include~~ include his heirs executors administrators representatives and assigns) of the Other Part WHEREAS by a Conveyance dated 7th day of February 1956 Begum Saidun Nessa Haque, Lutfun Nessa Haque, Jaharatun Nessa Haque, Motiun Nessa Haque, Mohammed Rezaul Haque, Badrun Nessa Haque, Sarifun Nessa Haque and Zebun Nessa Haque, purchased at or for the price of Rs.1,95,000/- from Sir Sarat Kumar Ghose all that message tenement hereditaments and dwelling house being premises No.21, Loudon Street in the town of Calcutta together with 2 Bighas 2 Cottahs of land more or less thereunto belonging and whereon or on part whereof the same is erected and built and situated in Block Nos.V and VI and in Holding No.21 in the south Division of the town of Calcutta AND WHEREAS by a conveyance dated 30th day of December 1960 the said Begum Saidun Nessa Haque, Lutfun Nessa Haque, Jaharatun Nessa Zilani, Motiun Nessa Haque and Mohamed Rezaul Haque purchased at or for the price of Rs.87,000/-

from

from Badrun Nessa Haque, Sarifun Nessa Haque and Zebun Nessa Haque their 3/8th (three-eighth) share in all that message tenement hereditaments and dwelling house being premises No.21, Loudon Street in the town of Calcutta together with 2 Bighas 2 Cottas of land more or less thereunto belonging and whereon or on part whereof the same is erected and built and situated in Block Nos. V and VI and in Holding No.21 in the South Division of the town of Calcutta AND WHEREAS since purchase as aforesaid the vendors are seized and possessed of or well and sufficiently entitled to in fee simple in possession or an estate equivalent thereto and are beneficial and absolute owners of all that message tenement hereditaments and dwelling house being premises No.21, Loudon Street in Calcutta together with 2 Bighas 2 Cottas of land more or less thereunto belonging and whereon and on part whereof the same is erected and built and situated in Block Nos.V and VI, Holding No.21 in the South Division of the town of Calcutta AND WHEREAS the vendors agreed to sell and the purchaser agreed to purchase ALL THAT piece or parcel of open land measuring about 16 Cottas more or less on the South-western side of the premises No.21, Loudon Street in the town of Calcutta together with the dilapidated and abandoned bath-room and privy and structures on the South-western side (and excluding the North-eastern portion of the message tenement hereditaments buildings and dwelling house in premises No.21, Loudon Street in Calcutta together with the piece or parcel of the land thereunto belonging whereon or on part whereof the same is erected and built and measuring about 26 Cottas more or less) at or for the price of -- Rs.75,000/- NOW THIS INDENTURE WITNESSETH in pursuance of the aforesaid agreement and in consideration of the sum of Rs.75,000/- only paid by the purchaser to the vendors on or before the execution of these presents (the receipt whereof the -- vendors and each of them do and doth hereby admit and acknowledge and of and from the same and every part thereof do and doth hereby release the said purchaser and All that piece or parcel of open land measuring about 16 Cottas more or less on the South-western side of the premises No.21, Loudon Street in the town of Calcutta together with the dilapidated and abandoned bath-room privy and structures on the South-western side (and excluding the North-eastern portion of the message tenement hereditaments buildings and dwelling house in premises No.21, Loudon Street in Calcutta together with the piece or parcel of the land thereunto belonging whereon or on part whereof the same is erected and built and measuring about -- 26 Cottas more or less) and intended to be hereby granted transferred or conveyed) the vendors do hereby grant transfer sell convey and assure unto the purchaser ALL THAT piece or parcel of open land measuring about 16 Cottas more or less on the South-western side of the premises No.21, Loudon Street in the town of Calcutta together with the dilapidated and abandoned bath-room privy and structures in the South-western side and fully mentioned and described in the Schedule hereunder written and hereinafter referred to as "the South-western portion of the open land and premises No.21, Loudon Street in Calcutta" OR HOWSOEVER OTHERWISE the



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the said South-western portion of the open land and premises No.21, Loudon Street in Calcutta now is or are or heretofore was or were butted bounded called known numbered described or distinguished TOGETHER WITH ancient or other rights lights walls paths passages sewers drains waters water-courses privies bath-rooms and other erections or fixtures thereon and all manner of rights privileges easements advantages appendages and appurtenances whatsoever belonging or in anywise appertaining to or in or with the said South-western portion of open land and premises No.21, Loudon Street in Calcutta or any part thereof and now is or are or heretofore was or were held used occupied or enjoyed or reputed to belong or be appurtenant thereto and the reversion and reversions remainder or remainders rents issues and profits thereof AND all the estate right title interest claim and demand whatsoever both at law and in equity of the vendors in to and upon the said South-western portion of open land and premises No.21, Loudon Street in Calcutta or any part thereof AND all deeds pottahs muniments writings and evidences of title whatsoever which relate to the said South-western portion of open land and premises No.21, Loudon Street in Calcutta and which now are or hereafter shall or may be in the custody possession or power of the vendors or any person or persons from whom they can or may procure the same without action or suit TO HAVE AND TO HOLD the said South-western portion of open land and premises No.21, Loudon Street in Calcutta fully mentioned and described in the Schedule hereunder written and hereby granted transferred and conveyed or assured or expressed or intended so to be and every part thereof unto the purchaser absolutely and for ever and free from all encumbrances whatsoever AND the vendors do hereby covenant with the purchaser that notwithstanding any act deed or thing by the vendors made done and executed or knowingly suffered to the contrary they the said vendors now have good right full power and absolute authority to grant transfer and convey the said South-western portion of open land and premises No.21, Loudon Street in the town of Calcutta hereby granted transferred and conveyed or assured or expressed or intended so to be with all the appendages or appurtenances unto the purchaser in manner aforesaid AND that the purchaser shall at all times hereafter peaceably and quietly possess and enjoy the said South-western portion of open land and premises No.21, Loudon Street in the town of Calcutta and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendors or any person or persons lawfully or equitably claiming from under or in trust for the vendors AND that the said South-western portion of open land and premises No.21, Loudon Street in Calcutta is free from all encumbrances whatsoever notwithstanding any act deed or thing made done executed or suffered to the contrary by the vendors or any person or persons lawfully or equitably claiming any estate right title or interest whatsoever in the said South-western portion of open land and premises No.21, Loudon Street in Calcutta AND FURTHER that the

Vendors

vendors 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 reasonably necessary for further and more perfectly assuring the said South-western portion of open land and premises No.21, Loudon Street in Calcutta and every part thereof unto the purchaser in the manner aforesaid or as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO. - 169

All that piece or parcel of land measuring about 16 Cottahs more or less on the South-western side in the premises No.21, Loudon Street in the town of Calcutta together with the dilapidated and abandoned bath-room privy and structures on the South-western side in the said premises No.21, Loudon Street in the town of Calcutta (and excluding the North-eastern portion of the messuage tenement hereditaments - buildings and dwelling house in premises No.21, Loudon Street in Calcutta together with the piece or parcel of the land thereunto belonging whereon or on part whereof the same is erected and built and measuring about 26 Cottahs more or less) in Block Nos.V and VI, Holding No.21 in the South Division of the town of Calcutta and butted and bounded in the manner following, that is to say :- On the North - Buildings and land of 21, Loudon Street, on the East - Buildings and land of 21, Loudon Street, on the South - 20, Loudon Street and on the West - Loudon Street; And annual Government Revenue of Rs.2.66 NP. is payable to the Collector of Calcutta in respect of the entire holding.


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


SIGNED SEALED AND DELIVERED at
Calcutta in the presence of :-

Md. Laila Haque
7, Cassa Circular Road
Calcutta


Fauz L. Hake


Sohailan
Calcutta

Bequm Siddiq Nissa Haque 

Lubfun Nissa Haque 

Jahar bin Nissa Haque 

Mahia Nissa Haque 

Mohammed Reza Haque 

Received

[Signature]
2/11/51

2/11/51
Red
M. S. H.
M. S. H.



Registered for registration at the
at the Registrar's office
of the Province of Punjab
by Mohammed Razaq Begum



S. H. Khan
Registrar of Assurances
Calcutta 7/1/167

Mohammed Razaq Begum

Enclosure is admitted by
Mohammed Razaq Begum
Joseph Mohammed Begum
Hajim No. 7
Circular Road Calcutta
Byloti Muslim
Byloti Muslim

Identified by
Upendra Kumar Mitra
Officer of the Assurances Office
No. 13 of Col. Office Street
Calcutta
Byloti Muslim
Byloti Muslim

Upendra Kumar Mitra

S. H. Khan

Registrar of Assurances
Calcutta
7/1/167

having visited the residence
of Mohammed Razaq Begum
at Mohammed Razaq Begum
and Mohammed Razaq Begum
by Mohammed Razaq Begum
by Mohammed Razaq Begum
this day examined the
Mohammed Razaq Begum
and Mohammed Razaq Begum
and the said Mohammed Razaq Begum
admitted the execution of
this document

S. H. Khan
Registrar of Assurances
Calcutta
7/1/167

Book No. 30
Volume No. 30
Pages 108
Date of Issue 1951



F. Mitter,
Solicitor,
18, Old Post Office Street,
Calcutta.

Handwritten notes and signatures in Bengali script, including the name 'M. D. Chatterjee' and a date '1951-6-11'.



Registrar of Assurances
Calcutta

REGISTRATION NO. 108
DATE OF ISSUE 1951
REGISTERED BY M. D. CHATTERJEE

Handwritten notes and signatures in Bengali script, including the name 'M. D. Chatterjee' and a date '1951-6-11'.