

This Indenture made the 17th day of February one thousand nine hundred and twenty one **Between The Corporation of Calcutta**, a Body Corporate constituted under and by virtue of Act 30/1899 (Bengal Code) (hereinafter called "the Corporation" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part and **Sir Charles Henry Kesteven** of 26 Dalhousie Square in the town of Calcutta and **The Honourable Mr Justice Babington Bennett Newbould** of Harrington Mansions Calcutta aforesaid two of the members and stewards of the Royal Calcutta Turf Club (hereinafter for the sake of brevity referred to as "**the Purchasers**" which expression shall unless excluded by or repugnant to the context be deemed to include the survivor of them and the heirs executors administrators and/or assigns of such survivors) of the **other part**.

WHEREAS the Corporation is the absolute owner and proprietor of the land hereditaments and premises hereinafter described and intended to be hereby conveyed free from incumbrances and has agreed to sell the same to the Purchasers as Trustees for the said Club for the price or sum of Rupees Eight thousand six hundred and ninety one annas ten and fries eight.

Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the sum of Rupees Eight thousand six hundred and ninety one annas ten and fries eight on or before the execution of these presents to the Corporation paid by the Purchasers out of the funds of the said Club (the receipt whereof the Corporation doth hereby acknowledge and from the same doth hereby release the Purchasers) the Corporation doth hereby grant convey and transfer unto the Purchasers [**All That** and those the revenue free land hereditaments and premises containing an area of **four cottahs five chittacks and twenty four square feet** or thereabouts situate within the Municipal limits of the Town of Calcutta and adjoining the premises No.11 Goaltuli Road now premises No.6/1/1 Bhowanipur Road in the Registration District Twenty Four Pergunnahs Sub Registry Alipore Thanna Bhowanipore Dihie Panchannagram

Ground Division VI Sub Division A Village Bhowanipur forming a portion of the Holding No.1 (The recorded area of the entire Holding being **Three Bigha nine cottahs twelve chittacks and thirty square feet** and are butted and bounded in the manner following that is to say on the **North by Corporation land on the East by No.11 Goaltuli Road on the South and on the West by Corporation land**) which said premises are delineated in the plan annexed hereto and thereon coloured green Or howsoever otherwise the said land hereditaments and premises or any part thereof now are or is or at anytime heretofore were or was situated butted bounded called known described or distinguished together with all erections yards compounds trees fences hedges ditches wells sewer drain water courses liberties privileges easements rights lights appendages and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging or in anywise appertaining or morally held or occupied therewith or reputed to belong or be appurtenant thereto and all the estate right Title interest property claims and demand whatsoever of the Corporation of in to or upon the said land hereditaments and premises and every part thereof and all deeds evidences writings and other documents whatsoever exclusively relating thereto in the possession of the Corporation or which the Corporation can procure without suit.

To have and to hold the said land hereditaments and premises hereinbefore expressed to be hereby granted with the appurtenances unto the Purchasers for ever as joint Tenants And the Corporation doth hereby covenant with the Purchasers that notwithstanding any act deed or thing by the Vendor done or executed or knowingly suffered to the contrary the Corporation now has good right to grant convey and transfer the said land hereditaments and premises hereby granted conveyed and transferred or expressed so to be unto the Purchasers in manner aforesaid And that the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatever from or by the Corporation.

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or any other person or persons whomsoever and that free from all incumbrances whatsoever And further that the Corporation and all other persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such acts deeds and things and assurances in the law whatsoever for further or more perfectly assuring the said land hereditaments and premises and every part thereof unto the Purchasers in manner aforesaid as shall and may be reasonably required In Witness whereof.

Signed Sealed and Delivered

By the Chairman of the Corporation of Calcutta
This 17th day of February 1921 in the presence of

Sd/-
Chairman

Sd/-
Secretary to the Corporation

The Common Seal of the Corporation of Calcutta
Was hereunto affixed in the presence of

Sd/-
Municipal Commissioner

That is to say on the West by Corporation Land on the East by the 11th Government
the South and on the West by Corporation Land which said premises are delineated in the
Plan annexed hereto and upon the same. Or how ever otherwise the said Land
hereditaments and premises or any part thereof now are or is or at any time heretofore
were or was situated butted bounded called known described or distinguished ~~thereof~~
with all erections works conveniences uses tenures fixtures ditches wells ornaments
water courses liberties privileges easements rights rights appurtenances and appur-
tenances whatsoever to the said Land hereditaments and premises or any part
thereof belonging or in any wise appertaining or usually held or occupied hereunto
or reputed to belong or be appurtenant thereto and all the estate right title an-
interest property claim and demand whatsoever of the Corporation of in to or
upon the said Land hereditaments and premises and every part thereof and all
deeds evidences writings and other documents whatsoever exclusively relating
thereto

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have in the possession of the Corporation which the Corporation can procure a
said 50 more and to hold the said land hereinafter and premises hereinafter
to be hereby granted. It is the agreement of the said parties hereto as joint
and the Corporation do hereby agree to give up the said land hereinafter standing in
deed on being by the said done or executed on any day or days to the contrary the
said done may be made to grant to any and for the said land hereinafter and premises
hereby granted conveyed and disposition of said land. It is the intention of the
parties hereto and they the said land hereinafter and premises and receive the same
quitting and releasing any and all claims and demands and releasing the said
Corporation on any other person or persons whomsoever and that free from all incumbrances
of whatsoever kind and that the Corporation shall not be bound to pay or discharge any
equity or claim of any estate or interest in the said land hereinafter and premises
any part thereof shall and will from hence be taken out of all times hereafter of the
said land the said done to and execute or cause to be done and executed all such
deeds and things and assurances in the law and otherwise for the said land hereinafter and
said land hereinafter and premises and every part thereof and the same in now
operated as aforesaid and may be necessary required in the same thing

Signed Accepted and Delivered
in the presence of the Corporation of Galois, Harris
in the presence of the Corporation of Galois, Harris
in the presence of the Corporation of Galois, Harris

[Signature]
Secretary of the Corporation

The Common Seal of the Corporation of Galois,
was lawfully applied in the presence of

[Signature]
Municipal Commissioner

Signed Sealed and Delivered in the
presence of the said done and done and done
in the presence of the said done and done and done
in the presence of the said done and done and done

[Signature]



