

SUREKA

Legal/Alipore/Deed Of Conveyance



Calcutta Improvement Ace Sym SUPERINTEND Schedule I. A. No. 2 3 CALCUTTA COLLECTORATE.

Stamp Duty paid under the I am Stamp Act as by Act III of

nal Duty paid asprovement Act...... 3790 te Calcutta

Paid in excess Tetal...... 66.50

THIS DEED OF CONVEYANCE made the 134 day of January one thousand nine hundred and fifty-one BETWEEN HIS HIGHNESS JAGADDWIPEN-DRA NARAIN BHUP BAHADUR Maharaja of Cooch Behar son of His Highness Maharaja Jitendra Narayan Bhup Bahadur deceased of Cooch Behar and also of No. 8, Alipore Road Woodlands Alipur within the Municipal Limits of the town of Calcutta hereinafter called "the Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators and representative) of the One Part AND MESSIEURS AMPIE LIMITED a Company registered under the Indian Companies Act having its registered office at Rampart Row Fort Bombay and having its branch office at No.8 Lyons Range in the town of Calcutta hereinafter called the Confirming Party of the Second Part AND MESSIEURS GYANIRAM AND SONS LINITED a Company registered under the Indian Companies Act having its registered office at

fees paid as under 77 762

No. 14 Netaji Subhas Road in the town of Calcutta hereinafter referred to as the Purchaser (which expression shall unless excluded by or repugnant to the context include its successors representatives and assigns) of the Third Part

essed of or otherwise well and sufficiently entitled to -all that piece or parcel of revenue redeemed land together
with the buildings houses and structures thereon or on part thereof measuring about Eighty-nine Bighas Twelve -Cottahs Two Chittacks and Thirty-one Square feet be the same a little more or less situate at Alipur in the District of Twenty-four Pargannas known as "Woodlands" being
premises No.8, Alipur Road within the Municipal limits of
the town of Calcutta fully described in the First Schedule
hereunder written for an estate of inheritance in fee simple
in possession or an indefeasible estate equivalent thereto
free from all encumbrances

AND WHEREAS by an Agreement dated the Twentieth — day of June One thousand nine hundred and fifty made between the Vendor of the One Part and the Confirming party of the other part the Vendor agreed to sell to the Confirming Party all that the said lands hereditaments messuages—tenements and houses situate lying at and being premises No 8, Alipur Road within the Municipal limits of the town of Calcutta fully described in the First Schedule hereunder—written at a price of Rupees Fifty-five lacs in the manner and on the terms and conditions therein contained

AND WHIREAS by the said Agreement it was inter alia provided that the Confirming Party would be at liberty to - sub-divide the said lands hereditaments and premises into -



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plots and sell them on such terms as the Confirming Party would think fit and the Vendor would at the instance of the Confirming Party execute Conveyance or Conveyances to the - Sub-Purchaser or Sub-Purchasers from the Confirming Party and the net sale proceeds received from the sale of each smaller plots would be paid to the Vendor till the Purchase price fixed under the said Agreement was not paid in full -

AND WHEREAS the Confirming Party has divided the said open or vacant land appertaining to the said premises No. 8, Alipur Road into small plots and at its own costs agreed to and fill up the tank within the said premises/open out a Thirty feet wide passage through and along the said land as shewn in the map or plan hereto annexed.

AND WHEREAS the Confirming party has agreed with the Purchaser for the absolute sale to the Purchaser of all that piece or parcel of revenue redeemed land measuring about Three Bighas three Cottahs Two Chittacks and Thirty-one Square feet be the same a little more or less shown as Plot 9 in the map or plan hereto annexed being a portion of the said premises No.8, Alipur Rosd and fully described in the Second Schedule hereunder written at the rate of Rs 3000/- (Rupees Three thousand) per Cottah.

AND WHEREAS the said land has been measured and found to contain an area of Three Bighas three Cottahs two Chittacks
and Thirty-one Square feet and the price thereof calculated at
the rate of Rs 3,000/- (Rupees Three thousand) per Cottah comes
upto Rs 1,89,504/4/- (Rupees One lac eighty-nine thousand five
hundred and four and annas four) obly.

AND WHEREAS the Vendor at the request of the Confirming Party has agreed to transfer and convey the said land to the Purchaser in the manner hereinafter expressed.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises -and of the sum of Rs 1,89,504/4/- (Rupees One lac eightynine thousand five hundred and four and annas four) to the Vendor by the Purchaser paid on or before the execution of these -presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the payment of the same accuit release and discharge the Purchaser as well as the -. said premises) the Vendor doth hereby sell transfer convey assign and assure and the Confirming Party confirms unto the Purchaser all that piece or parcel of Revenue redeemed land (including a portion of the tank) measuring Three Bighas --Three Cottahs Two Chittacks and Thirty-one Square feet be the same a little more or less situate lying at and being -Plot No. 9 shown in the map or plan hereto annexed and shown in pink colour knowners being a portion of premises No. 8, Alipur Road known as "Woodlands" fully described in the Second Schedule hereunder written OR HOWSOEVER OTHERWISE -the said land hereditaments and premises now are or heretofore were butted bounded called known described and distinguished TOGETHER WITH all ancient and other lights ways paths passages sewers drains waters water-courses and all manner of rights privileges easements advantages appendages and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging or with the same or any part thereof now are or heretofore were used occupied or enjoyed TOGETHER WITH full right and liberty for the Purchaser its tenants, licensees, servants and other persons -authorised by it in common with the owners of the adjoining plots at all times hereafter by day or night and for all -purposes with cr without horses bullocks carts carriages

motor cars lorries or any other vehicles laden or unladen to go pass or repass and to drive cattle sheep or other animals along upon and over the Thirty feet wide road-way or passage leading from the Alipore Road and shown in the map or plan hereto annexed TOGETHER WITH the full right and liberty to open up the said Road-way orpassage for laying thereunder -and erecting thereon in manner they are usually done watermains drains sewers pits electric or gas posts pipes cables and wires AND the reversion or reversions remainder or remainders and the rents issues and profits thereof AND ALL the estate right title interest property claim or demand whatsoever both at law and in equity of the Vendor into and upon the same or any part thereof AND all deeds pottahs muniments and writings which exclusively relate to the said land hereditaments and premises or any part thereof TO HAVE AND TO HOLD the said land hereditaments and premises hereby sold transferred granted and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser for ever AND the Vendor covenants with the Purchaser that notwithstanding any act, deed or thing by the Vendor made, done or executed or knowingly suffered to the contrary the Vendor has an indefeasible and absolute title as and for an estate equivalent to an estate in fee simple in possession free from encumbrances in the said land hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be and has good right and full power to sell grant transfer and convey the same unto and to the use of the Purchaser in manner aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly enter into possess and enjoy the said land hereditements and premises and every part thereof and receive the rents issues and profits thereof without any lawful eviction, interruption

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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 incumbrances whatsoever and clearly and absolutely discharged or exonerated otherwise made or suffered by the Vendor well and sufficient -ly saved defended kept harmless and indemnified of from and against all former and other estates charges liens encumbran -ces attachments executions whatsoever AND FURTHER that the Vendor and all persons having or lawfully or equitably claim ing any estate or interest in the said land hereditaments -and premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost 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 land hereditaments and premises and every part there -of unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND the Vendor further covenants with the Purchaser that the Vendor shall at all -times hereafter unless prevented by fire and other inevitable accident upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or its Agent or Agents or any person or persons as the Purchaser may direct or appoint or in course of any suit or proceedings or otherwise as the case may require the title deeds and docu ments mentioned in the Third Schedule hereunder written and will permit the said title deeds and documents to be examined inspected and given in evidence and will at the like request and cost make and furnish or cause to be made and furnished such true attested or otherwise copies or abstracts of or extracts from the said title deeds and documents as may be . reasonably



reasonably required and will at all times keep the said title deeds and documents safe whole uncancelled and uninjured, fire and other inevitable accident always excepted AMD the Confirming Party hereby covenants with the Purchaser that the Confirming party shall at its own cost open out the passage or roadway hereinbefore expressed and in the manner and condition that the same will be taken over by the Corporation of Calcutta and shall make over the same to the Corporation of Calcutta within Six months from the date of these presents and shall also at its own cost fill up the tank up to the level of the adjoining lands within two months from the date of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO.

ALL THAT upper roomed brick built messuage tenement or dwelling house together with all stables, out-houses, out-offices and buildings together with the piece or parcel of land or ground thereunto belonging measuring Ninety-two Bighas Three Cottahs but estimated to contain Ninety-five Bighas more or less but found on measurement to contain Eighty-nine Bighas Twelve Cottahs Two Chittacks and Thirty-nine Square feet situate at Alipore in the District of Twenty-four Pergannas, Sub-District Alipur, Thana Alipur and known as "Woodlands" and numbered 8, Alipur Road, Alipur within the Municipal Limits of the town of Calcutta and butted and bounded in the manner following namely on the North partly by Sterndale Road and partly by premises No.1 Sterndale coad on the South by Corporation drain on the East by Alipore

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THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring Three -- Bighas Three Cottahs Two Chittaks and Thirty-one Square feet be the same a little more or less situate lying at and being a portion of premises No.8, Alipur Road being shown as Plot No.9 in themap or plan hereto annexed and shown in pink colour and butted and bounded on the North by Plot No. 10, on the -- South by the roadway or passage Thirty feet wide shown in the map hereto annexed, on the East by Plot No. 6 and on the West by Plot No. 12.

THE THIRD SCHEDULE ABOVE REFERRED TO.

LIST OF TITLE DEEDS

- 1. Original Lease dated 9th April 1918 from Francis Bal four Esq., to Capt. W.R.Gilbert & Anr.
- 2. Original Release dated 10th April 1918 from Francis Balfour Esqr., to Capt. W.R.Gilbert and another.
- 3. Original Release dated 31st May 1824 from Major W.R. Filbert & Anr. to W. B. Bayby Esqr. and his trustee.
- Criginal Release dated 1st June 1924 from Major W.R-Gilbert & Another to W.B.Bayby Msqr. and his trustee.
- 5. Original Conveyance dated 20th October 1851 between W. B. Baylay Esqr. 1st part J. Hughes 2nd Part, Prince Rashimuddin third part and Power of Attorney dated 18th July, 1851 from W.B.Baylay to Messrs. Colvin Ainslie Cowis Company annex -ed.
- 6. Original Mortgage Bond dated 1st July 1862 between Prince Mohammed Rahimuddin first part, D.J.Ezra Second Part and R.F. Stack third part.

- 7. Original Bond dated 1st July 1862 between Prince Mohammed Rahimuddin first part D. J. Ezba second part and R. T. Stack third part.
- 8. Original Transfer of Mortgage dated 10th August 1865 and fresh Mortgage to secure further advance and other sums between Land Mortgage Bank 1st part, S.M.Rahimuddin -- second part and J. F. Watkins third part.
- 9. Original Deed of Agreement and collaterel security dated 17th April 1869 between Prince Mr. Rahimuddin and J. F. Watkins (worm eaten).
- 10. Attested copy Declaration of Trust dated 29th August 1868 between Francis Gollam Mohammed and others and the members of the Mysore family.
- 11. Original Conveyance dated 25th February 1869 of No.7 Diemond Harbour Road between J. F. Watkins first part and Prince Mohammed Rahimuddin second part and H. H. Prince -- Golam Mohammed and others third part and J. S. S. Watkins fourth part.
- 12. Attested copy appointment of New Trustee dated 20th September 1872 between Sahabzada Md. Rahimuddin and others and S. M. Nasiruddin Hyder.
- 13. Attested copy appointment of New Trustee dated 9th September 1875 between Sahabzada Md. Rahimuddin and others and S. M. Kalimuddin.
- 14. Original Lease dated 22nd November 1879 of No. 5,
 Alipur Road from Prince Md. Rohimuddin to His Highness the
 Mahajara of Cooch Behar.
- 15. and 15A. Counter Part Lease dated 22nd November 1879 from Prince Mr. Rahimuddin to His Highness of Cooch Behar.
- 16. Seven rent receipts.
- 17. and 17A. Original Agreement dated 4th May 1883 for sale and Purchase of No.5 Alipore Road between S. Rahimuddin and



H.H. The Maharaja of Cooch Behar.

18. Certificate of death dated 18th May 1883 of H.H.Prince Gulam Mohammed of K.S.C.I and S. Mohammed Bak Akhtar.

19 & 19A. Original Conveyance dated 22nd June 1883 between S. M. Rahimuddin 1st part, S.M.Rahimuddin and others 2nd part, Lord Wick Browne 3rd part and the Maharaja of Cooch Behar 4th part and Original Power of Attorney dated 2nd July 1883 from L. Browne to H.A.Atkins Esqr. and others. Attested copy Power of Attorney dated 24th March 1877 from Sahabada Md. Kalimuddin to Prosonno Kumar Chatterjee and others do. Power of Attorney dated 30th May 1878 from Mr. Nasiruddin Hyder to Munshi Jan Mohamed and others do. Bengali Muktiarmamah dated 5th September 1882 from S.M. Rahimuddin to Shair Rahim Bux & others all annexed thereto.

20. Original Pottah No. 3033 dated 1st October 1883 of Shaheb of Bagicha for 94B - 12 K. 2 Ch. of land granted by the Collector of 24 Pargannas to H.H.Maharaja Nripendra Narain Bhup Bahadur of Cooch Behar (torn).

21. Printed copy agreement dated the 28th August 1949 between the Governor General of India and His Highness Maharaja of Cooch lehar.

22. One plan of the Estate.

23. Original Declaration of Jugaddindra Narayan Bhup Bahadur Maharaja of Cooch Behar dated 29th March 1950 affirmed before Mr. N.K.Mehrs Notary Public, New Delhi.

24. Original Mortgage dated 13th March 1950 between His Highness Jagadwipendra Narain Bhup Bahadur and New India Assurance Company Limited.

25. Further charge dated 12th July 1950 between His Highness Jagsdipendra Narain Bhup Bahadur and New India Assurance Company Limited.

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26. Release from New India Assurance Company Limited to Jagadwipendra Narain Bhup Bahadur.dated 21st August 1950.

IN WITNESS'WHERMOF the vendor has hereunto set and subscribed his hand and seal and the Common Seal of the
Confirming Party has been hereto affixed the day month and

year first above written.

SIGNED SMALED AND DELIVERED)

at Calcutta in the presence)

of:

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His Highoness
Maharaja Jagaddno pendra Narajan
Bhup Bahadur. By his constituded
allowing.

Harendra Sing L.

Type? on behalf 1

THE COMMON SEAL of Ample Ltd.)

Was affixed by Mr. k.

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in the presence of:

Schwilm Shinh April & Director

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Like His Highness Hakaraya Jasaddaripendra Marayan Bhup William Bakadar. By his constituted allowing.

