STAMP SEPERINTENDER

CALCUTA STAMP SEPERINTEN

Calcutta Improvement Act

Paid in excess,

186/49

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7. JUN. 1048

Registrar of Assurance

THIS INDENTURE made this Whiligett day of Angur One thousand nine hundred -and thirty-seven BETWEEN DURGA PROSAD SHROFF son of Haribux Shroff decessed for self and as Karta of a joint Hindu Mitakshara family consisting of himself and his sons -Mannuram Shroff, Bajranglal Shroff and Purusottamdas Shroff and his grandsons -----Bhagwati Prosad Shroff ( a minor son of his son Ramratan Shroff deceased) Lakshmi --Prosad Shroff and Satyanarain Shroff (minor sons of the said Nanuram Shroff) and ----GOBARDHANDAS SHROFF son of the said Haribux Shroff deceased for self and as Karta of a joint Hindu Mitakshara family consisting of himself and his sons Bhagirathdas ---Shroff, Manick Lal Shroff, Muttylal Shroff, Shyamsundar Shroff and Biswanath Shroff the last two being minors and RAMNIBASH SHROFF also a son of the said Haribux Shroff deceased for self and as Karta of a joint Hindu Mitakshara family consisting of ---himself and his sons Pannalal Shroff, Sreekissen Shroff, Mahabir Prosad Shroff and -Debi Prosad Shroff the last three being minors and the said Nannuram Shroff -----Bajranglal Shroff, Purusottamdas Shroff, Bhagirathdas Shroff, Manicklal Shroff, ----Muttylal Shroff, Pannalal Shroff, Shyamsundar Shroff a minor and Biswanath Shroff -also a minor both represented by their father and natural guardian the said Goberdhandas Shroff Sreekissen Shroff minor Mahabirprosad Shroff minor and Debiprosad ---Shroff also a minor all represented by their father and natural guardian the said --Ramnibash Shroff Bhagwati Prosed Shroff a minor represented by his grand-father and natural guardian the said Durgaprosad Shroff Lakshmi Prosad Shroff a minor and -----Satyanarain Shroff also a minor both represented by the father and natural guardien the said Nannuram Shroff all residing at No. 132/1 Harrison Road in the town of ----Calcutta by caste Agarwalla by profession landholders and traders hereinafter ----referred to as the "YENDORS" (which expression unless repugnant or contrary to the context shall include their respective heirs executors administrators representativ--es and assigns) of the ONE PART and Luchmi Narayan Shroff son of Mohanlal Shroff -deceased at present residing at Jesidih in Santhal Pergunnas Shewaram Shroff son of

Trustees of the Sreenagar Dharamsala Trust Fund hereinafter referred to as the "PURCHASERS" (which expression shall where the context so admits include their survivors and survivor and their successors-in-office and assigns) of the OTHER PART WHEREAS the Vendors are members of an undivided joint Hindu family AND WHEREAS the said joint family carried on business under the name and style of Haribux Durgaprosad in piece goods and other commodities AND --WHEREAS in the ordinary course of the said business the said joint family -incurred various debts and the creditors were pressing for payment AND WHEREAS the vendors were seised and possessed of the said hereditaments and premises hereinafter more particularly mentioned and described free from all encumbran -ces AND WHEREAS for payment of certain debts the Vendors borrowed some ----money from the said Sreenagar Dharamsala Trust Fund AND WHEREAS to secure --repayment thereof the Vendors did by a Memorandum of Agreement bearing date the 24th day of May 1931 (Registered at the Calcutta Registry Office in Book I Volume No. 27 Pages 287 to 292 Being No. 3070 for the year 1931) charge -the said messuage lands hereditaments and premises fully described therein and also hereunder written AND WHEREAS the said debts have not yet been ---paid off in full and a sum of Rupees Ten thousand is still due and owing on the said recited equitable mortgage dated the 24th May 1931 NOW THIS INDENTURE /2: WITHESEATH that in purcuance of the said agreement and in consideration of the sum of Rupees Ten thousand due and payable by the Vendors to the Purchas--ers as aforesaid (the correctness whereof the vendors do hereby admit and acknowledge) they the Vendors do by these presents indefeasibly grant sell -convey and transfer unto the Purchasers ALL THAT piece or parcel of Revenue free land containing by admeasurement an area of Five cottahs Four chittacks forty-three square feet situate and lying on the North side of Bhabonath Sen Street in the town of Calcutta being Plot No. 61 of the Surplus lands in ---Improvement Schedule No. II and Lot No. 5 of Sale No. 13 formed out of Old -Municipal premises No. 4 Sham Bazar Bridge Road being parts of Holding No.98 Sub-Division VI Division I Dihi Panchannagram in the District of 24 pergunnas Thana Ultadingi Sub-Registration Sealdah and butted and bounded on the NORTH by Pal Lane on the EAST by Plot No. 60 of the surplus lands in Improvement -Scheme No. II on the SOUTH by Bhabanath Sen Street and on the WEST by Plet No. 62 of the surplus lands in the said Scheme and delineated in the Plan annexed to the said Agreement and thereon coloured Pink and ALL THAT land hereditaments and premises known as No. 10/2/1 Kasinath Mullick Lane containing by estimation two cottahs being a part of Holding No. 210 in Block No. X in the North Division of the town of Calcutta bounded on the NORTH by Kasinath Mullick Lane on the --EAST partly by the premises No.10/2/2 and partly by No.10/3 Kasinath Mullick --Lane on the SQUTH by land belonging to Banomali Sen and on the WEST by No. 10/2 Kasinath Mullick Lane and in respect of which entire Holding the sum of & Six and annas five is payable to the Calcutta Collectorate OR HOWSCEVER OTHERWISE the said messuage tenement land hereditaments and premises now are or is or -heretofore were or was situate butted bounded called known numbered described-

of Hiranund Shroff deceased residing at No. 184 Cross Street in the town of

Calcutta aforesaid and the said Durga Prosad Shroff all Agarwalla Merchants

7.JUN.1948

described and distinguished TOGETHER WITH all pittings houses out-houses or other ---buildings erections fixtures walls yards court-yards and benefits and advantages of --ancient and other lights ways paths passages drains water water-courses and all and all manner of former and other rights liberties easements privileges appendages and appurtenances what soever to the said messuage tenement land hereditaments and premises or -any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant -thereto AND the reversion and reversions remainder and remainders rents issues and ---profits thereof and of any and every part thereof and all the estate right title -interest inheritance use trust property claim and demand whatsoever both at law and in equity of the Vendors into and upon the said land hereditaments and premises or any and every part thereof And all deeds pottahs muniments writings and evidences of title ---which in anywise relate to the said messuage tenement land hereditaments and premises or any part or parcel thereof and which now are or hereafter shall or may be in the ---custody power or possession of the Vendors or any person or persons from whom they or any of them can or may procure the same without action or suit at law or in equity ----TO HAVE AND TO HOLD the said messuages tenements land hereditaments and premises hereby granted sold conveyed and transferred or expressed and intended so to be with their --rights members and appurtenances unto and to the use of the Purchasers for ever and the Vendors do hereby covenant with the Purchasers that notwithstanding any act deed or --- 4 thing what soever by the Vendors or by any of their predecessors or ancestors in title done or executed or knowingly suffered to the contrary the vendors now have good right full power and absolute authority and indefeasible title to grant sell convey and ---transfer the said messuage tenement land hereditaments and premises hereby granted sold, conveyed and transferred or expressed or intended so to be unto and to the use of the -Purchasers in manner aforesaid And that the Purchasers shall and may at all times ----hereafter peaceably and quietly possess and enjoy the said messuage tenement land ---hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them or --under or any of their ancestors or predecessors in title and that free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by --and at the costs and expenses of them the vendors well and sufficiently indemnified of from and against all and all manner of claims charges liens debts attachments and ----encumbrances whatsoever made or suffered by the said Vendors or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid And further that they the Vendors and all persons having or lawfully or ----equitably claiming any estate or interest whatsoever in the said messuage tenement land hereditaments and premises or any part thereof from under or in trust for them the -----Vendors or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said messuage tenement land --hereditaments and premises and any and every part thereof unto and to the use of the --Purchasers in manner aforesaid as shall or may be reasonably required.

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

J. M. Ban,

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Dated this Durga Prosad Shroff & ors. Luchmi Narayan Shroff & ors. CONVEYANCE 30 day of Charu Chundra Post Solicitors, 1937. Ent No 20 11948
Exhibit No. Tilled by-Su Judes 20/4/4