

This Indenture made the 9th day of August in the year of Christ 1893. Between Mohan Lal Shroff Agarwalla of No. 69 Cross Street in the Town of Calcutta, son of Jaykishore Das deceased, Hurry Bux Agarwalla Shroff, son of Chaturbhuj deceased Agarwalla Shroff and Anundram Agarwalla Shroff, son of Heera-nund Agarwalla Shroff deceased of the same place hereinafter called the Vendor of the one part and ~~Shri~~ Lachmandas of Mathura in the North Western Provinces, son of Seth Radha-kissin deceased hereinafter called the Purchaser of the other part whereas the said Vendor are seized and possessed and otherwise well and sufficiently entitled in fee simple free from encumbrances of and to the undivided piece or parcel of land and premises No. 90/1 Cross Street in Calcutta and particularly hereinafter described and hereby intended to be conveyed. And whereas the said Mohan Lal, Hurry Bux and Anundram Agarwalla Shroffs being so jointly entitled to the said piece of land as aforesaid have agreed to grant and convey the same to the purchaser his heirs and assigns upon the terms and for the considerations hereinafter mentioned. And whereas as part of the negotiations between the said Vendor and purchaser it was agreed that this conveyance should include a half part or share of the land measuring 44.72 Sq feet occupied by the western wall of the house of the Vendor, standing to the immediate East of the said piece of land, together with the Western half of the building of the said wall upon the understanding and agreement that the purchaser shall in addition

addition

to the piece settled for the said piece of land pay to the said Vendors the value of the land and building occupied by the Western half of the said Western wall of the vendors said house (such value to be ascertained by a competent Engineer to be employed by the mutual consent of the purchaser and vendors.) And whereas in terms of the said understanding and agreement Babu's Mutty Lal Ash and Jadonath Sen, Engineers were appointed to ascertain the area of the said land including the Western half of the said vendors western wall and the value thereof. And whereas under the certificate of the said Babu's Mutty Lal Ash and Jadonath Sen the value of the said western half of the said western wall and the land which the said half of the said wall is erected amounts to Rs. 2081/- and the value of the said land and half of the said wall according to the contract for sale amounts to Rs. 2104/- which the vendors and purchaser admit to be the correct value of the said land and wall. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Rs. 2104/- to the said vendors paid by the said purchaser on or before the execution of these presents the receipt whereof the said Vendors do and each of them doth hereby acknowledge and from the same doth hereby release the said purchaser, they the said Vendors do and each of them doth hereby grant unto the said purchaser his heirs and assigns. All that the piece or parcel of land known as No. 90/1 Cross Street in the town of Calcutta containing by measurement 13 chittacks and 28 square feet and which is bounded

bounded on the north partly by No. 11 Puggapatti Street and partly by No. 45 Cotton Street, on the south by Harrison Road, on the east by the said house No. 90 Cross Street and on the West partly by No. 11 Puggapatti Street and partly by the surplus land of No. 9 Puggapatti which was numbered and sold as lot No. 159 Harrison Road surplus lands, including the piece of land immediately to the East of the said above described piece of land being one half of the land on which the western wall of the house No. 90, Cross Street is erected together with a half share of the building of the said wall as far as the same extends to the Northern extremity of the above described piece of land. Or however otherwise the said lands hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenants bounded called known numbered described or distinguished. Together with all buildings, yards, courts, areas, sewers, watercourses, lights, liberties, privileges, easements and appurtenances whatsoever to the said land and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto and also & together with the right to rest on the said west wall of No. 90, Cross Street of said beams and Rafters of any buildings which the said purchaser may erect on the said firstly described piece of land. And all the estate right title interest claim and demand whatsoever of the said Vendors into and upon the said premises or any part thereof. Together with all deeds Pottahs

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muniments of title whatsoever in any wise relating to or concerning the said hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or power or control of the said vendors their or any of their heirs executors, representatives or assigns or any other person or persons from whom he or any of them may procure the same without any action or suit. To have and to hold the lands hereditaments and premises hereby granted or expressed so to be unto and to the use of the said purchaser his heirs and assigns for ever and the said vendors hereby for themselves their heirs executors and administrators covenant with the said purchaser his heirs and assigns that notwithstanding any act deed or thing by the said vendors done or executed or knowingly suffered to the contrary the said vendors are lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said lands hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the said vendors have good right to grant the hereditaments and premises hereby granted or expressed so to be unto and to the use of the said purchaser his heirs and assigns in manner aforesaid. And the said purchaser his heirs and assigns shall
and

and may at all times hereafter peaceably and quietly possess and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the said vendors or any person or persons lawfully or equitably claiming from under or in trust for them or any of them and that free from all encumbrances whatsoever made or suffered by the said vendors or any person or persons lawfully or equitably claiming as aforesaid. And further that they the said vendors and all persons having or lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any of them or any part thereof from under or in trust for them the said vendors shall and will from time to time and at all times hereafter at the request and cost of the said purchaser his heirs and assigns 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 hereditaments and premises and every part thereof unto and to the use of the said purchaser his heirs and assigns in manner aforesaid as shall or may be reasonably required. And it is expressly agreed by and between the said purchaser and vendors so as to bind them their heirs executors administrators representatives and assigns that the west wall of the said house No. 90 1/2 Cross Street now facing the new road called Harrison road shall be and remain the joint undivided property of the said vendors and purchaser the said vendors being entitled to the eastern half and the said purchaser to the western half thereof and that so long as the said house

house of the vendors No. 90/1 Cross Street shall stand
the said wall shall be allowed to remain un-
demolished and in case the purchaser shall at
any time during the existence of the said house
No. 90/1 Cross Street desire to remove any building standing
on the piece of land ^{the} subject of this conveyance he
shall be entitled to have the value now fixed as the
value of the said $\frac{1}{2}$ share of the land and building
of the said wall and on receipt of such value viz,
Rs. 2081/- he will bound to convey his right
title and interest therein to the vendors or their heirs
representatives and assigns and in case the vendors
are desirous of removing their buildings of the said
house No. 90/1 Cross Street in tact and will convey the
half share of the said wall and the land occupied
thereby on payment to them by the said purchaser
of the sum of Rs. 2081/- being the value of such half
share. In witness whereof the said vendors have
herein to set and subscribed their laws and seals the
day & year first above written.

Signed, sealed and delivered
at Calcutta in the presence of
and explained by me: —

Nalin chander Bonnerjee
Clerk to Messrs Pittar Chitt
Solicitors Calcutta High Court

Memorandum of considerations

} Mohan Lal in
Hagri signature °

Hurybun in
Hagri signature °

Anundram in
Hagri signature °

Memo of consideration

Government Currency notes Nos.

$\frac{V}{76}$. 24863, 23470, 22532, 19313, 22863,

" 17089, 23353, 13224, 24881, 24056,

" 19409, 17223, 14593, 25607, 11874,

" 22030, 23570, 20362, 24861.

nineteen notes each for ~~Rs~~ 1000/- ~~Rs~~ 19000/-

$\frac{V}{17}$. 99204. one note for ~~Rs~~ 500 " 500/-

Five notes for ~~Rs~~ 20/- each " 100/-

Thirty four notes for ~~Rs~~ 10/- " 340/-

Cash " 7/-

Earnest money " 1101/-

Total ~~Rs~~ 21048/-

Dated this 9th day of August

1893

Mohandal & ors
to
Seth Luchmundas.

Conveyance

N. C. Bose
Attorney at Law
R. D. M.

a/8/1893