



Admissible under Rule 21, duty stamped under the Indian Stamp Act, 1899, & also as Amended by W. Bengal Stamp Amendment Act 1932 Schedule IA No. 23 and also under Section 82(1) of the Calcutta Improvement Act, 1911.

|  |           |               |
|--|-----------|---------------|
| Stamp duty paid under the Stamp Act 1899 | Rs        | 218.50        |
| Additional duty under C.I. Act.          | Rs        | 181.98        |
| Paid in excess                           | Rs        | 8.02          |
| <b>Total</b>                             | <b>Rs</b> | <b>446.50</b> |

Fee paid as under:-

461.50  
9.00  
10.00  
10.00  
N 230

Regis. Assurances.

Calcutta 18/3/67

THIS INDENTURE made this Eighteenth day of March 1967  
 BETWEEN SM. NIRJHARINI MUKHERJEE and SHYAMA PRASAD MOOKHERJEE  
 widow and the youngest son respectively of Debi Prosad -  
 Mookherjee deceased Hindu Landholders residing at P-60, B.K.  
 Pal Avenue in Calcutta hereinafter called 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 HARA PRASAD -  
MOOKHERJEE residing at No.258-B, Rash Behary Avenue in the  
 suburb of the town of Calcutta, GURU PRASAD MOOKHERJEE now  
 residing at 62, Park Side Drive, West Derby, Liverpool,  
 England and RAMA PRASAD MOOKHERJEE now residing at No.73,

Crabtree.....

116

Calcutta





No. 14789  
 Sold to J. A. H. & Son  
 30  
 at 6.00 per cent  
 Calcutta Collectorate  
 Treasury  
 17/3/67  
 Present

21 2007 1002  
 u 152  
 u 150

Presented for registration at  
 at the Calcutta Registration Office  
 on the 11/3/67 day of March 1967  
 By Nirjharini Mukherjee  
 v. Nirjharini Mukherjee  
 the executants

Registrar of Assurances  
 Calcutta.

*Eradwipally*  
 Nirjharini Mukherjee  
 and Anjan Prasad Mukherjee  
 widow & son respectively of  
 Debi Prasad Mukherjee of Anjama Pooonel Mukherjee  
 P.O. No. 10, Dalhousie Estate  
 # inter caudate

*Deermy*  
 Subrata Ghosh  
 Solicitor at Hastings St  
 Calcutta

Thumb impression of the  
 executant is dispensed with.  
 Registrar of Assurances





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Crabtree Lane, Fulham, England, the first, second and third sons respectively of the said Debi Prosad Mookherjee deceased all Hindu Landholders hereinafter called "the Purchasers" - (which expression shall unless excluded by or repugnant to the context include their respective heirs executors administrators representatives and assigns) of the Other Part:

WHEREAS by a Conveyance dated the 21st day of June, 1945 duly registered before the District Sub-Registrar Alipore in Book No.I, Volume No.45, pages 225 to 237, Being No.2013 for the year 1945 one Soshi Coomar Banerjee for consideration therein mentioned sold granted transferred and conveyed to one Mirza Ali Akbar ALL THAT the said premises No.35, Tollygunge Circular Road, which upon measurement was found to contain an area of 2 Bighas 1 Cottah 5 Sq.ft. more particularly - mentioned in the Schedule thereunder written:

AND WHEREAS .....









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AND WHEREAS by a Conveyance dated the 28th day of February, 1949 duly registered before the District Sub-Registrar Alipore in Book No.I, Volume No.18, Pages 199 to 204, Being No.761 of 1949 the said Mirza Ali Akbar for consideration therein mentioned sold granted transferred and conveyed unto the said Debi Prosad Mookherjee ALL THAT the said premises No.35, Tollygunge Circular Road, described in the Schedule thereunder written.

AND WHEREAS on the 21st day of October, 1953 the said Debi Prosad Mookherjee who was during his life time and at the time of his death a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving him surviving the said - Vendors as also the said Purchasers as his only heirs and legal representatives and no other heirs and legal representatives and leaving various properties including the said premises No.35, Tollygunge Circular Road, including the - portion thereof intended to be hereby conveyed.

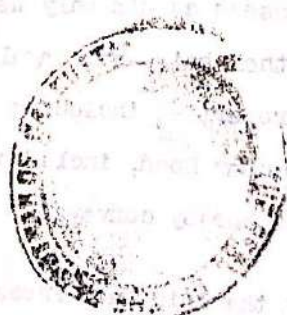
AND WHEREAS the name of the said Debi Prosad Mookherjee

was.....



No. 14789  
 Sold to... *but see*  
 at 6-00 Post Office  
 Calcutta Collectorate,  
 The... 17/3/67  
*Prasanna*  
 Treasurer

*21 200/00*  
 u 452  
 11 1/50  
 -----  
 446/50



Registrar of Assurances  
 Calcutta  
*1967*





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was recorded by the Municipality as owner in respect of the said premises No.35, Tollygunge Circular Road.

AND WHEREAS the said premises was subsequently - numbered as premises No. 35 and 35A, Tollygunge Circular Road.

AND WHEREAS the Vendors and the Purchasers were - jointly seized and possessed of or otherwise well and - sufficiently entitled to as and for an estate of inheritance in fee simple in possession or an estate equivalent thereto free from encumbrances to ALL THAT the said premises No.35, Tollygunge Circular Road particularly described in the Schedule under the said Conveyance dated the 28th February, 1949 and (which includes the portion thereof intended to be hereby granted) subject to payment of proportionate annual Mokurari Mourashi rent of Rs.7/8/2 to the Estate of - Benimadhab Laha deceased.

AND WHEREAS....







AND WHEREAS the parties hereto have divided the said premises No.35, Tollygunge Circular Road into various plots for sale to different purchasers by opening out roads out of portions of the said premises for the common use thereof by the said Purchasers.

AND WHEREAS disputes and differences having arisen - between the heirs of the said Debi Prosad Mookherjee, a - Partition Suit was filed in the Calcutta High Court being Suit No.394 of 1957 (Hara Prosad Mookherjee & Others -Vs- Sm. Nirjharini Mookherjee & Anr.).

AND WHEREAS by consent of the parties a Preliminary decree was passed in the said suit on the 6th day of February, 1963 which inter alia provided as follows :-

Each of the Vendors and the Purchasers were declared to be entitled to an equal one-fifth share in the Estate of the said Debi Prosad Mookherjee AND the three plaintiffs - (meaning thereby the Purchasers) had advanced Rs.15,000/- for payment to National Indian Life Insurance Co. Ltd. now merged in Life Insurance Corporation of India, and this sum was to be treated as a liability of the estate repayable within 12 months with interest @ 8% per annum and further if the - said three plaintiffs namely the Purchasers purchased Plot No.4 in No.35, Tollygunge Circular Road, at the agreed price of Rs.5500/- per cottah, they would be entitled to get credit for their above dues from the Estate and make Protanto - payment and the balance if any payable by or due to them - should be paid by them to the Incoming Joint Receivers (meaning Hara Prosad Mookherjee and Shyama Prosad Mookherjee) or -  
received....



received by the said Purchasers from the said Joint -  
Receivers out of the funds in their hands.

AND WHEREAS in terms of the said Preliminary -  
Decree the Purchasers have agreed to purchase the said  
Plot No.4 of No.35, Tollygunge Circular Road.


AND WHEREAS the said Plot No.4, has been numbered  
and assessed as premises No.35/6, Tollygunge Circular Road.

AND WHEREAS in the circumstances the Vendors have  
agreed to convey their undivided  $\frac{2}{5}$ th share in ALL THAT  
the said Plot No.4, of the said premises No.35, Tollygunge  
Circular Road (now known as No.35/6, Tollygunge Circular  
Road) containing an area measuring 4 Cottahs 2 Chittacks  
8 Square feet more or less more particularly described in  
the Schedule "A" hereunder written and intended to be hereby  
granted at the agreed price of Rs.22748.61 calculated -  
@ Rs.5500/- per Cottah.

AND WHEREAS a sum of Rs.28,800/- including of -  
interest upto date is payable by the Estate of Debi Prosad  
Mookherjee to the Purchasers out of which the liability of  
the Vendors in respect of the  $\frac{2}{5}$ th share to the Purchasers  
comes upto Rs.11,520/-.

NOW THIS INDENTURE WITNESSETH that in pursuance of  
the said agreement and in consideration of Rs.9099.44 p.  
(Rupees Nine thousand and ninety nine and forty four paise)  
only being the price of the  $\frac{2}{5}$ th shares of the Vendors in  
the said Plot No.4 now known as No.35/6, Tollygunge Circular

Road...

  
Registrar of Assurances.  
Calcutta.



Road received by the Vendors by discharge of their share of the liabilities in respect of the Estate of Debi Prosad - Mookherjee (the receipt whereof by such adjustment the - Vendors do hereby admit and acknowledge and of and from the payment of the said sum and every part thereof acquit release and for ever discharge the Purchasers) the said Vendors do hereby grant transfer convey and assign unto the Purchasers ALL THAT their undivided 2/5th share in the piece or parcel of Mokrari Mourashi land hereditaments and premises being Plot No.4, in the premises No. 35 & 35A, Tollygunge Circular Road now known and numbered as No.35/6, Tollygunge Circular Road, containing by admeasurement an area of 4 Cottahs 2 Chittaks 8 Sq.ft. more or less and more particularly described in the Schedule "A" hereunder written OR HOWSOEVER OTHERWISE the said messuage tenement land hereditaments and premises now are or is heretofore were and was situated butted bounded called known numbered described and distinguished TOGETHER WITH all yards courts areas sewers drains Paths passages water water courses, trees hedges, ditches light liberties - privileges easements appendages and appurtenances whatsoever to the said premises messuage tenement land hereditaments and premises or any part thereof belonging or in anywise - appertaining or usually held or occupied therewith or reputed to belong to or be appurtenant thereto AND all the estate right title interest claim and demand whatsoever of the said Vendors in to and upon the said messuage tenement land - hereditaments and premises and every part thereof together with all deeds pattahs muniments of title exclusively relating to and concerning the said messuage tenement land hereditaments and...



and premises or any part thereof which now are or hereafter shall or may be in possession or power and control of the Vendors TO HAVE AND TO HOLD the said messuage tenement land hereditaments and premises hereby granted or expressed so to be unto the Purchasers absolutely and for ever subject to the payment of the said proportionate mokrari mourashi rent of Rs.7/8/2 per annum to the estate of the said Benimadhab Laha deceased to the intent that by such purchase of the Vendors 2/5th share the Purchasers become entitled to the entire 16 annas share, and the liabilities of the said Estate in respect of their 3/5th share in the aforesaid debt to the extent of Rs.13,649.17 p. is also wiped of And the Vendors do hereby covenant with the Purchasers that notwithstanding any act deed or thing by the Vendors done or executed or knowingly suffered to the contrary the Vendors now have good right to grant their said undivided 2/5th share in the said messuage tenement land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchasers in manner aforesaid And the said 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 or demand whatsoever from or by the said Vendors or any person or persons lawfully or equitably claiming from or by the said Vendors or any person or persons lawfully or equitably claiming from under or in trust for them or him and that free from encumbrances whatsoever made or suffered by the Vendors or any person or - persons lawfully or equitably claiming as aforesaid AND FURTHER

that .....

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Calcutta.



that they the said Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said - message tenement land hereditaments and premises or any part thereof from under or in trust for them or him the said Vendors 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 and executed all such acts deeds matters and things whatsoever for further and more perfectly assuring the said undivided 2/5th share in the said message land hereditaments any premises and every part thereof unto and to the use of the purchasers in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT undivided 2/5th share in the piece and parcel of land hereditaments and premises containing an area of 4 Cottahs 2 Chittaks and 8 Sq.ft. be the same a little more or less being Plot No.4 of the premises No.35 and 35A, Tollygunge Circular Road and now known and numbered as - premises No.35/6, Tollygunge Circular Road (bounded by - Walls belonging to the Vendors and Purchasers on the North and West), Police Station and Sub-Registry Office Alipur, Mouza Punj Sahapur in the District of 24-Parganas and comprised in Niskar Taluq No.93 and in respect whereof a - proportionate annual rent of Rs.7/8/2 is payable to - - Sm. Nandareni Dassi Executrix to the Estate of Beni Madhab Laha and butted and bounded in the manner following that is to say:-/.....



to say: On the South by the Common passage leading to -  
Tollygunge Circular Road, On the East by the premises  
No.35/5, Tollygunge Circular Road, On the North by Vacant  
plots of land and private Road, and on the West by the  
premises No.35B, Tollygunge Circular Road, or howsoever  
otherwise the same may be bounded called known or -  
distinguished, and delineated in the Map or Plan annexed  
hereto and marked red.

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 -

*Nirharini Anandji*



*Bhishendra Nath Rai*  
Asst. to Mys. Sub. J. M.  
Sdho  
6, Red Post Office St. Calcutta

*Sujana Dasgupta*



*Mahabir*

*S. S. Ghosh*  
Solicitor-Calcutta.



*WS 18/11/17*  
Registrar of Assurances  
Calcutta.



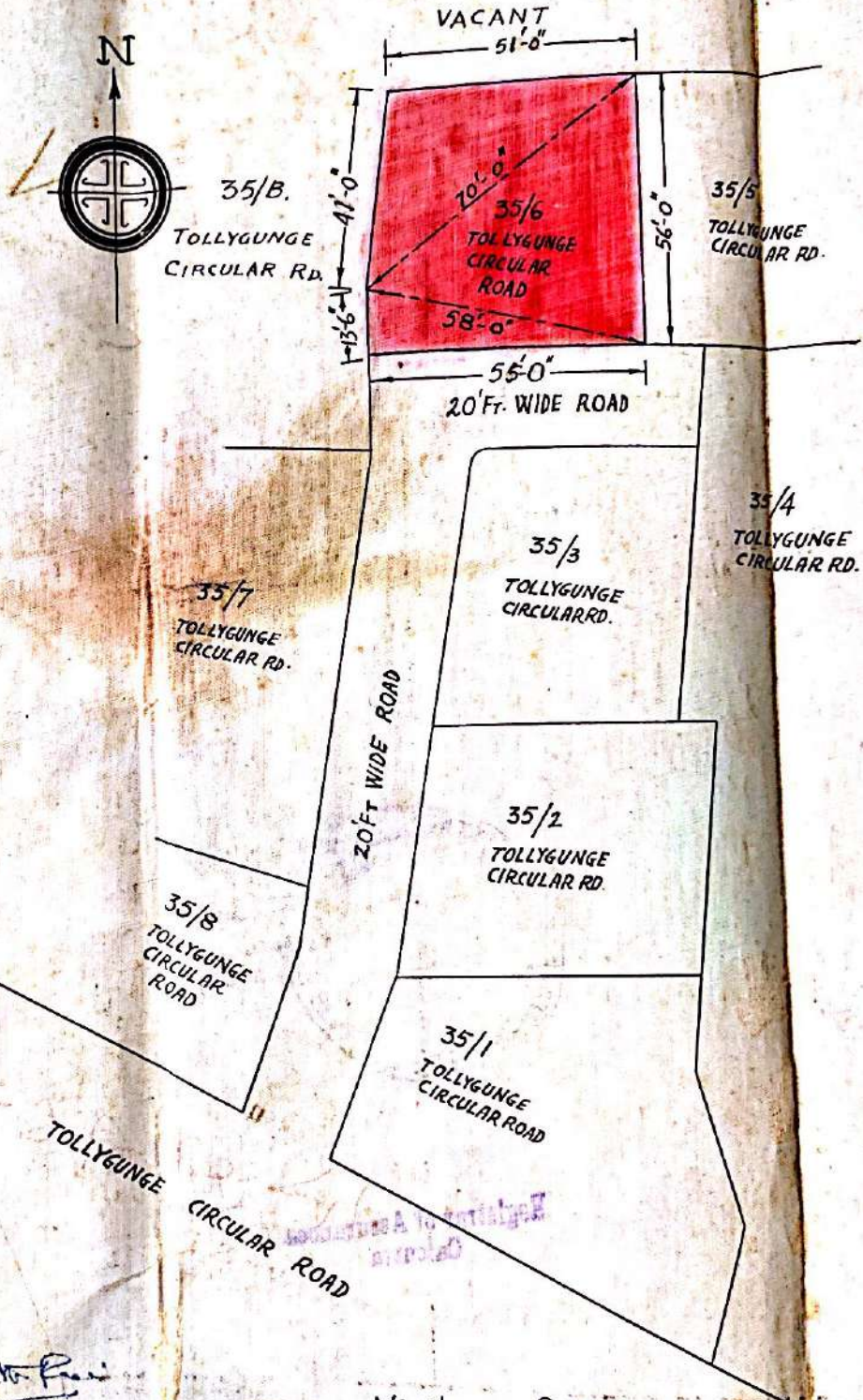
PLAN OF PLOT NO 35/6 (NEW), [35/A OLD]

TOLLYGUNGE CIRCULAR ROAD

SCALE = 30' FT = 1" IN

AREA OF PLOT

|   |   |    |   |     |
|---|---|----|---|-----|
| K | - | CH | - | SFT |
| 4 | - | 2  | - | 8   |



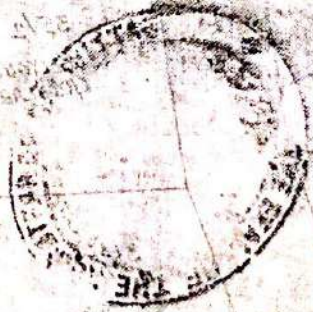
Witnesses: —

*[Handwritten signature]*

*[Handwritten signature]*

Nirjharini Makerjee  
Shyama Pasand Makerjee





Registrar of Assurances  
Calcutta

*Handwritten signature in red ink.*

*Handwritten text at the bottom of the page, possibly a name or address.*



Receipt  
Book No. I  
Volume No. 47  
Pages 192 to 199  
Being No. 1396  
For the year 1967

0-9



Registrar of Assurances  
Calcutta  
6-A-67



541 = 618  
DATED THIS 18<sup>th</sup> DAY OF March 1967.

1396  
1967

BETWEEN  
SM. NIRJHARINI MOOKHERJEE & AN  
And  
HARA PROSAD MOOKHERJEE & ORS.

CONVEYANCE  
of  
2/5th share in Plot No. 4.  
Re: 35, Tollygunge Circular Road

23828  
27.4.67



Registrar of Assurances  
Calcutta.

DUTT & SEN.  
Solicitors,  
6, Old Post Office Street,  
Calcutta.