



STAMP AFFIXED BY. I 4758  
 23.9.70  
 STAMP SUPERINTENDENT  
 CALCUTTA COLLECTORATE

admissible under Rule 21 du  
 Stamp under the Indian Stamp  
 Act. 1899 as amended by Act. III  
 of 1922 and Section 82 (1) of the  
 Calcutta Improvement Act. 1911.  
 Schedule I.A. No. 23 & 4  
 Rs. 975P.  
 Stamp duty paid under the Indian  
 Stamp Act. as amended by Act. III  
 of 1899 and also as amended by  
 W.B. Stamp Amendment Act. of 1964  
 Additional Duty paid under the  
 Calcutta Improvement Act. 717  
 Paid in Excess.....  
 Total..... 1692.00 ✓  
 Fee Paid.....

A 217.50  
 E 4.00  
 N 1.50  
 223.00

*[Signature]*  
 Registrar of Alipore  
 Dist. 24 Faridpur

23 & 4  
 35846/30  
 A 217.50  
 E 4.00  
 N 1.50  
 223.00

THIS INDENTURE made this 17<sup>th</sup> day of November 1970 BETWEEN  
HARA PROSAD MOOKERJEE residing at No. 57/9, Ballygunge Circular  
 Road in Police Station Ballygunge in the suburbs of the town of  
 Calcutta Hindu Landholder A N D GURU PROSAD MOOKERJEE of No. 17,  
 Brabourne Road, Calcutta now temporary residing at 256, Eaton Road  
 West Derby, Liverpool, England Hindu Medical Practitioner both sons  
 of Debi Prosad Mookerjee deceased hereinafter called the "VENDORS"  
 (which expression shall unless excluded by or repugnant to the --  
 context include their respective heirs executors administrators and  
 legal representatives) of the ONE PART A N D RAMA PROSAD MOOKERJEE  
 residing at Block PK 'P' No. 749 in Police Station New Alipore in  
 the suburbs of the town of Calcutta Hindu Landholder another son of  
 the said Debi Prosad Mookerjee deceased hereinafter called the --  
"PURCHASER" (which expression shall unless excluded by or  
 repugnant to the context include his heirs executors administrators  
 representatives and assigns) of the OTHER PART :

Where.



W H E R E A S -

1..... The said Debi Prosad Mookerjee died on the 21st day of October 1953 as a Hindu governed by the Dayabhaga School of -- Hindu Law leaving him surviving Sm. Nirjharini Mookerjee his widow and second wife the Vendors and the Purchaser his sons by his first wife and one Shyama Prosad Mookerjee his son by his said second wife as his only heirs under the said law and leaving among other properties a plot of land of area of 2 Bigha 1 Cottah 5 Square Feet known as 35 and 35-A, Tollygunge Circular Road in Police Station Tollygunge in the suburbs of the town of Calcutta, a portion whereof is intended to be hereby conveyed.

2..... The Vendors and the Purchaser instituted a suit in the Hon'ble High Court at Calcutta being Suit No. 394 of 1957 against the said Sm. Nirjharini Mookerjee and Shyama Prosad Mookerjee for partition of the Estate left by the said Debi Prosad Mookerjee, deceased and for other reliefs.

3..... As a result of preliminary partition decree dated 6th day of February 1963 passed in the said suit each of the said five heirs were declared to have an equal  $1/5$ th share in the said Estate.

4..... By a Conveyance dated 18th March, 1967 and registered at Calcutta in Book I Volume 47 Pages 192 - 199 Being No. 1396 for the year 1967. The said Sm. Nirjharini Mookerjee and Shyama - Prosad Mookerjee sold their undivided  $2/5$ th share in 4 Cottahs 2 Chittacks 8 Square Feet of land out of the said premises Nos. 35 and 35-A, Tollygunge Circular Road fully described in the -- Schedule "A" thereto and delineated in the map or plan annexed thereto and coloured red and also described in the Schedule hereto now known as premises No. 35/6, Tollygunge Circular Road, to the Vendors and the Purchaser jointly so that they acquired an absolute sixteen annas share therein.

*[Handwritten Signature]*

5...



5..... The said entirety of premises Nos. 35 and 35-A, Tollygunge Circular Road are held under a Mourashi Mocarari tenancy in respect of which an yearly rent of Rs. 7--8--2P is payable to the Estate of one Benimadhab Laha, deceased.

6..... It has now been agreed between the parties that the Vendors will sell and transfer to the Purchaser their undivided 2/3rd share in the said plot of land at the rate of Rs. 13,000/- per Cottah the value of such 2/3rd share at the said rate comes upto Rs. 35,846.30P.

7..... The Purchaser is to receive from the Vendor Hara Prosad - Mookerjee a sum of money And it has been further agreed that the said entire purchase price of Rs. 35,846. 30P will be adjusted against the said dues of the Purchaser from the said Vendor Hara Prosad Mookerjee who will upon such adjustment pay the half share of the said sum to the Vendor Guru Prosad Mookerjee for his share of the consideration money.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. 35,846. 30P (Rupees Thirty-five thousand eight hundred forty-six and thirty paise) only being the price of the 2/3rd share of the Vendors in the said plot now known as premises No. 35/6, Tollygunge Circular Road received by the Vendors by discharge of the liability of the said Vendor Hara Prosad Mookerjee to the Purchaser (the said Hara Prosad Mookerjee for himself and as the Constituted Attorney of the Vendor Guru Prosad Mookerjee is transferring a moiety or half share of such consideration money from the credit of the Purchaser to the credit of the said Vendor G-uru Prosad Mookerjee) the receipt of such consideration money by such adjustment the Vendors do hereby admit and acknowledge and of and from the same and every part thereof respectively do hereby release acquit and discharge the Purchaser as well as the premises hereby intended to be conveyed and every part thereof the Vendors do hereby each to the extent of his whole





whole right and interest in the said premises grant convey  
transfer sell assign and assure unto the Purchaser free from  
all encumbrances all their undivided 2/3rd share in the said  
premises No. 35/6, Tollygunge Circular Road being a portion  
of the former premises Nos. 35 and 35-A, Tollygunge Circular  
Road in Police Station New Alipore formerly Tollygunge in the  
suburbs of the town of Caloutta fully described in the Schedule  
hereto and delineated in red in the map or plan annexed to the  
said Indenture dated 18th March 1967 TOGETHER WITH full rights  
over along and under the proposed 20' feet road-way from Tolly-  
gunge Circular Road as k shown in the said plan OR HOWSOEVER  
OTHERWISE the same now is or are or heretofore was or were  
butted and bounded called known numbered described and distin-  
guished TOGETHER WITH all walls erections ways paths passages  
sewers drains water water-courses and all manner of rights and  
privileges easements advantages and appurtenances whatsoever to  
the said premises or any part thereof belonging to or with the  
same or any part thereof or heretofore held used occupied or  
enjoyed therewith and the reversion and reversions remainder and  
remainders rents issues and profits respectively thereof or any  
part thereof AND ALL the estate right title inheritance use trust  
property claim and demand whatsoever both at law and in equity of  
the Vendors into or upon the said premises or any part thereof  
AND all deeds, pattahs muniments writings and evidence of title  
which exclusively relate to the said premises hereby granted and  
conveyed and transferred or expressed or intended so to be with  
rights members and appurtenances unto and to the use of the Pur-  
chaser absolutely and for ever but subject to payment of the --  
ground rent as aforesaid and the Vendors do hereby covenant with  
the Purchaser that Notwithstanding any act deed or thing whatso-  
ever by the Vendors or either of them done or executed or know-  
ingly suffered to the contrary the Vendors have good right full

*Corulata*

Signature of Alipore  
No. 24 Park Road





full power and absolute authority and indefeasible title to grant sell convey and transfer their 2/3rd share in the said premises hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said 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 either of them and that ~~fr~~ free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all and all manner of claim charges liens debts attachments and encumbrances whatsoever created by the Vendors or by any person lawfully and equitably claiming as aforesaid and further that the Vendors and all persons paying or lawfully or equitably claiming any estate or interest whatsoever in the said premises or any part thereof from under or in trust for them or either of them the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do or execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required. And the Vendors do and each of them doth hereby covenant with the Purchaser that they the -- Vendors will at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the costs of the said Purchaser or any person or persons having or claiming through him in estate or interest at law or in equity in the said premises hereby assured or any part thereof produce or cause to be produced to the Purchaser or his Lawyers or Agents or





or such other person or persons as they shall direct or in the --  
course of any judicial or other proceedings or otherwise as occa-  
sion shall require all the previous documents of title now in the  
custody or power of the Vendors relating to the said premises here-  
by assured or any part thereof for the proof defence and support  
of the title and possession of the said Purchaser, or any such other  
person or persons as aforesaid to the premises hereby assured or any  
part thereof and will ~~XXXX~~ permit the same to be examined inspected  
or given in evidence AND will also at the like request and costs of  
the Purchaser or any other person or persons as aforesaid make and  
furnish or cause to be made or furnished to him or them such true  
attested or other copies or abstract of or extract from such deed  
and writing as he or they may require AND will keep the same deed  
muniment and writing safe unobliterated whole and uninjured fire  
or other inevitable accident only excepted.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT undivided 2/3rd share in the piece and parcel of  
land hereditaments and premises containing an area of 4 Cottahs  
2 Chittacks and 8 Square Feet be the same a little more or less  
being original Plot No. 4 of the premises Nos. 35 & 35-A, Tolly-  
gunge Circular Road and now known and numbered as premises No.  
35/6, Tollygunge Circular Road in Ward No. 85 (bounded by walls  
belonging to the Vendors and Purchaser on the North and West)  
Police Station New Alipore and Sub-Registry Office Alipore, Mouza  
Punj Sahapur in the District of 24-Pargannas and comprised in  
Niskar Taluk No. 93 and in respect whereof a proportionate annual  
rent of Rs. 7--8--2P is payable to Sm. Nandarani Dassi Executrix  
to the estate of Benimadhab Laha and butted and bounded in the --  
manner following that is to say :

On the North : by vacant plots of land and private road ;



Sub-Registry Office of Alipore, 24 Pargannas

*(Handwritten signature)*



On the East : by the premises No. 35/5, Tollygunge Circular Road;

On the South : by the common passage leading to Tollygunge Circular Road ; and

On the West : by the premises No. 35-B, Tollygunge Circular Road.

OR HOWSOEVER OTHERWISE the same may be bounded called known or distinguished.

IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED

Hans Prasad Mookjee



Guru Prasad Mookjee  
by his constituted Attorney  
Hans Prasad Mookjee



H. W. Mookjee  
Srinagar, Calcutta

Acharya  
27, Allenby Road,  
Cal - 20.



presented for Registration at  
 ...17<sup>th</sup> A. M. or P. M. on the 17<sup>th</sup>  
 day of Nov. 1970...at the Office of  
 the Joint Sub Registrar Alipur at  
 Alipur by Hara Prasad Mookerjee  
 Executant or Claimant or attorney  
 for.....



Sub-Registrar of Alipur at Alipur  
 Dist. 24 Parganas  
 17/11/70

Hara  
 Hara Prasad Mookerjee

Guru Prasad Mookerjee  
 by his constituted Attornies  
 Hara Prasad Mookerjee

Ajit Kumar Ray  
 Son/Wife of

Hara Prasad Mookerjee

Executed and signed by  
Hara Prasad Mookerjee  
 Son/Wife of Kali Debi Prasad Mookerjee  
 Thana 57/9 Ballygupa Circle Road  
 District 24

By Caste Hara by Profession Kadness  
Balabhan Chitra Saini  
 Hara Prasad Mookerjee  
 s/o Kali Debi Prasad  
 Mookerjee as Constituted  
 attorney for Guru Prasad  
 Mookerjee is admitted  
Ajit Kumar Ray

Ajit Kumar Ray  
 Son/Wife of Savitri Devi  
 Thana 1  
 District 24  
 By Caste..... by Profession

Thumb Impression  
 dispensed with.

Signed and attested  
 17<sup>th</sup> Nov. 1970

Sub-Registrar of Alipur at Alipur  
 Dist. 24 Parganas



DATED THIS 17<sup>th</sup> DAY OF November 1970.

28-7-71  
Bharat Kalyan Corporation  
Ray - Howrah  
28/7/71  
Deed Book



-BETWEEN-  
HARA PROSAD MOOKERJEE & ANR.  
AND  
RAMA PROSAD MOOKERJEE

*Handwritten signature*

Sub-Registrar of Alipura  
Dist. 24 Parganas

@@  
@ CONVEYANCE @  
@@



N-11-  
s. A.  
15/11/70  
Book No. 97  
Volume No. 182 to 188  
Pages 182 to 188  
Being No. 4758  
for the year 1970

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*Handwritten signature*  
Sub-Registrar of Alipura  
Dist. 24 Parganas  
18.11.70

AJIT KUMAR RAY  
SOLICITORS  
5, Kiran Sankar Roy Road,  
Calcutta.