



unless excluded by or repugnant to the context include their respective heirs executors administrators and representatives) of the ONE PART AND SM. GENDI DEBI PODDAR wife of Vishnu Prasad Poddar by caste Agarwal residing at Dalmia Nagar in the District of Shahabad hereinafter called "The PURCHASER" (which expression shall unless excluded by or repugnant to the context include her heirs executors administrators representative and assigns) of the OTHER PART:

WHEREAS under the provisions of the Calcutta
Improvement Act 1911 (hereinafter referred to as "The said Act") an Improvement Scheme (being Scheme No.
XLVII) was duly framed and sanctioned for an area comprised among other properties the premises belonging to Arun Prakash Mukherjee, Satkari Mukherjee, Bhuban Mohan Mukherjee, Pannalal Mukherjee and Jnanendra

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Jnanendra Nath Mukherjee shewn on the said plan and thereon coloured blue and pink and now or lately known as No. 56-A. Lake View Road in the town of Calcutta AND WHEREAS the said Arun Prakash Mukherjee & Others made an application under Section 78(1) of the said Act to the Board of Trustees for the Improvement of Calcutta for abandonment of the acquisition of the portion of the said premises coloured pink on the said plan which was refused by the said Board AND WHEREAS subsequent to such refusal it was agreed by and between the said Arun Prakash Mukherjee & Others and the said Board that the said Board would acquire under the provisions of the Land Acquisition Act the portion of the said premises coloured blue on the said plan (hereinafter called "The Blue Land") for the sum of Rs. 21,525/- (Rupees Twenty-one Thousand Five Hundred and Twenty-five) and that the said Board would sell

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sell and the said Arun Prakash Mukherjee & Others would buy the piece of land coloured green on the said plan (hereinafter called "The Green Land") containing an area of 4 Cottahs 6 Chittacks and 26 Square-feet for the sum of Rs. 10, 206/- (Rupees Ten Thousand Two Hundred and Six) and that the Board would exempt from acquisition the portion of the said premises coloured pink on the said plan (hereinafter called "The Pink Land") on payment by the said Arun Prakash Mukherjee & Others to the said Board of the sum of Rs. 894/- (Rupees Eight Hundred and Ninetyfour) as exemption fee containing an area of 1 Cottah and 12 Chittacks AND WHEREAS it was further agreed that the said Arun Prakash Mukherjee & Others should be entitled to leave outstanding as a first charge on the combined Pink land and Green land aforesaid the purchase price of the Green land and the fee for exemption of the Pink land subject to payment of annual

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And (1) Arun Prakash Mukherjee, (2) Satkari Mukherjee, (3) Bhuban Mohan Mukherjee, (4) Pannalal Mukherjee and (5) Jnanendra Nath Mukherjee therein referred to as "The Purchasers" the said Board conveyed and transferred unto the said Purchasers for consideration therein mentioned ALL THAT piece or parcel of revenue free land containing an area of 4 Cottahs 6 Chittacks 26 Sq. Ft. be the same a little more or less particularly described in the Schedule thereto and delineated in the map or plan thereto annexed and thereon coloured green AND WHEREAS the Vendors built a house on the piece or parcel of land coloured green and pink AND WHEREAS on 11th August 1949 the said Bhuban Mohan Mukherjee, Samirendra Mukherjee and Sm. Annapurna Devi as plaintiffs instituted a suit being Title Suit No. 229 of 1949 against the said Satkari Mukherjee, Jnanendra Nath Mukherjee, Kalidas Mukherjee, Taradas

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Taradas Mukherjee and Sm. Anila Bala Debi as defendants in the 2nd Court of the Subordinate Judge at Alipore for partition of the said land and the house built thereon as aforesaid and for accounts as stated in the Plaint AND WHEREAS by a decree dated 25th July 1951 passed by the said Court the said Title Suit No. 229 of 1949 was decreed on compromise in terms of the petition of compromise filed in the said suit AND WHEREAS it has been inter alia ordered and decreed by the said Court that the said petition of compromise do form a part of the said decree AND WHEREAS under the said compromise decree the Vendor's have been declared to be the owners of the said premises in definite shares AND WHEREAS the Vendors are thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece or parcel of land hereditaments and premises mentioned in the Schedule he reunder written according to their respective shares as mentioned in the said compromise decree AND WHEREAS in Registrar or Assurances 28 1

in terms of the said compromise decree and in terms of agreement for sale dated the 3rd day of October 1953 entered into by and between the parties hereto the Vendors have agreed with the Purchaser to sell to her the Purchaser the said land hereditaments and premises in fee simple and the inheritance thereof in possession free from encumbrances at and for the price of Rs. 1, 25,000/-(One Lac and Twenty-five Thousand) only NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of Rs.1,25,000/- (Rupees One Lac Twenty+ five Thousand) paid as per memo of consideration set forth herein on or before the execution of these presents to the Vendors by the Purchaser (the payment and receipt whereof the Vendors do and each of them doth hereby and by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth for ever acquit release and discharge the Purchaser) they the Vendors do and each of them doth hereby grant sell assign release convey and assure unto the Purchaser absolutely and for ever ALL and SINGULAR all that the three-storeyed brick built messuage tenement or dwelling

Sold to Mr. M.G. Poddar
Solicitor

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dwelling house together with the piece or parcel of revenue free land on part whereof the same is erected and built containing by estimation Six Cottahs Two Chittacks and Twenty-six Square-feet being the said Green land and Pink land be the same a little more or less situate lying at and being premises No. 56-A, Lake View Road in the town of Calcutta fully described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said parcel of land messuage hereditaments tenaments and premises now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH all houses outhouses huts and buildings of every kind, yards, benefits and advantages of ancient and other lights. ways, paths, common or other messuages, godowns, drains, waters, watercourses and all manner of former and other rights liberties easements privileges profits appendages and appurtenances whatsoever to the said parcel of land messuage hereditaments tenaments and premises belonging or in any wise appertaining or with the same or any of them or any part thereof now or at any time heretofore holden used occupied or enjoyed with their and every of their appurtenances AND the reversion and reversions remainder and remainders rents issues and profits of and in the said messuage parcel of land hereditaments and premises and every part and parcel thereof AND all the estate right title interest inheritance reversion use trust possession property claim and demand whatsoever both at law and in equity of the Vendors of into out of and upon the said parcel of land messuage hereditaments tenaments and premises and every part thereof AND all deeds pattahs muniments writings and other evidences of title which in anywise relate to the said premises or any part

part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendors their heirs executors administrators representatives and assigns 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 parcel of land messuage hereditaments tenaments and all and singular other the premises hereby granted transferred sold conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchaser absolutely and for ever free from all encumbrances AND the Vendors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act deed matter or thing by the Vendors or any of them made done or executed or knowingly suffered to the contrary the Vendors now have good right full power and absolute authority to grant transfer convey release and confirm the said parcel of land messuage hereditaments tenaments and premises hereby granted sold transferred conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchaser for ever and absolutely in the manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said parcel of land messuage hereditaments tenaments and premises and each and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand from or by the Vendors or any of them or any person or persons lawfully or equitably claiming from under or in trust for the Vendors AND that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Vendors and all persons having or lawfully or equitably claiming any estate or inheritance in the said messuage parcel of land hereditaments and premises or any part thereof from under or in trust for the Vendors or any of them

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them 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 further and other acts deeds and things for further and more perfectly assuring the said parcel of land messuage hereditaments tenaments and premises and every part thereof unto and to the use of the Purchaser her heirs executors administrators representatives and assigns in the manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL AND SINGULAR all that the three-storeyed brick built messuage tenament or dwelling house TOGETHER WITH the piece or parcel of revenue free land on part whereof the same is erected and built containing hy estimation Six Cottahs two Chittacks and Twenty-six Square feet be the same a little more or less situate and lying at and being Premises No. 56-A, Lake View Road in the town of Calcutta and comprised in Holdings Nos. 223 and 225 in Sub-Division Q. Division VI, Dihi Panchannagram Thana Tollygunge, Sub-Registration Office Alipore in the District of 24 Perganas butted and bounded as follows:

North by: Lake Road (extension)

the

East by : A Plot of land with structures standing thereon belonging to Bhabadev Mukherjee.

South by: A piece or parcel of vacant land belonging to Sreemutty Sudhansubala Sircar and on

West

West by: Lake View Road.

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:

Satkari Mukheye

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Hn Bhawi R, B.L. 6, Old Post Office St: Calentia.

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Annapurna Devi

Kali das Mukey'es.

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MEMO OF CONSIDERATION

MEMO OF CONSIDERATION:

Received the withinmentioned sum from the withinnamed Purchaser the sum of Rs.1,25,000/- (Rupees One Lac and Twenty-five Thousand) only as follows:

Paid by 8 (Right) Cheques dated 3-10-1953 on the Imperial Bank of India being Nos. OC 53512 to OC 53519 for Rs.2000/-, Id Rs.2000/-, Rs.2000/-, Rs.1000/- Rs.666/10/8 Rs.666/10/8, Rs.1000/- and Rs.666/10/8 respectively drawn by M. G. Poddar, Solicitor for purchaser in favour of the Vendors aggregating to ...

Rs. 10.000/-

Paid by 8 (Eight) Cheques dated 9-11-1953 on the Lloyds Bank Limit ed being Nos. A531464 to A531471 for Rs.3000/-, Rs.3000/-, Rs.1500/-, Rs.1500/-, Rs.1500/- and Rs.1000/- respectively drawn by M. G. Poddar, Solicitor for purchaser in favour of the Vendors aggregating to ...

Rs. 15.000/-

Paid by 8(Eight) Cheques dated 28-1-1954 on the Lloyds Bank Limited being Nos. A531490 to A531497 for Rs.16487/11/-, Rs.16487/11/-, Rs.16487/11/-, Rs.9695/11/-, Rs.9693/11/-, Rs.9695/11/-, Rs.5495/11/- and Rs.5495/11/- respectively drawn by M. G. Poddar, Solicitor for purchaser in favour of the Vendors aggregating to ...

Rs. 88,437/ 8/-

For payment to the Trustees for the Improvement of Calcutta being the amount due together with interest due up to 31-1-1954 as the first charge on the land and premises hereby conveyed. . .

Rs. 11,562/8/-

Ra. 1.25,000/ -/-Total

(Rupees One Lac and Twenty-five Thousand only).

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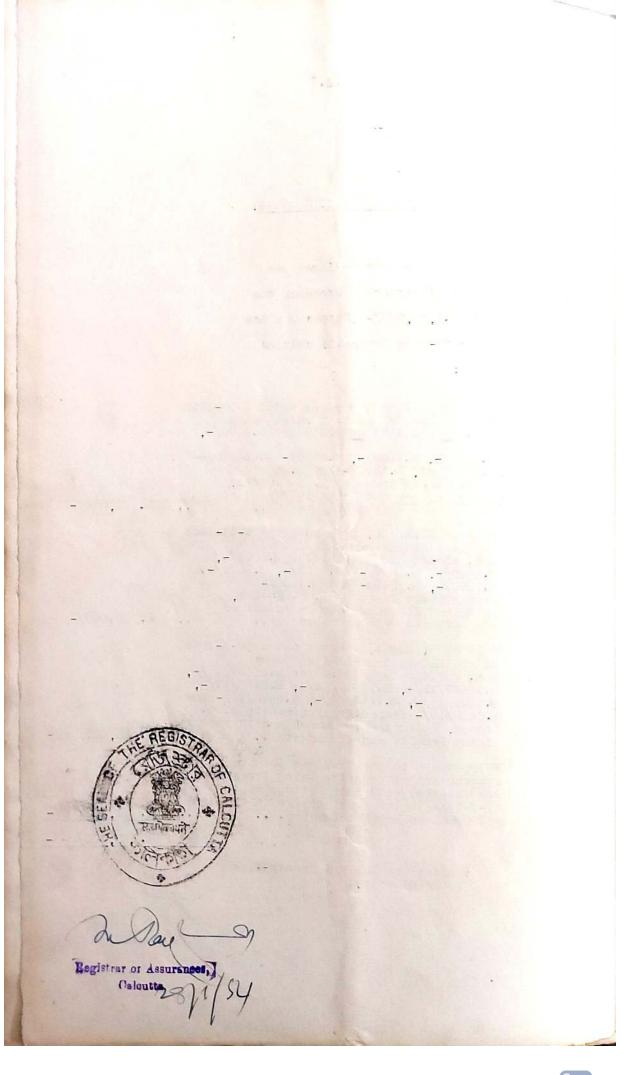
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Yanadas Musarja.



M. G. PODDAR.

SOLICITOR,

6, OLD POST OFFICE STREET,

C A L C U T T A.