

Book - I Serd 110-1458, vol-70, Pages-17 to 22, 8A-Kolkata
 Year-1930

T. Roy



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

47AB 992443

Serial No. 8562 dt. 23/12/20
 BK No. 1 Vol No. 70 Pages 17-29
 Being No. 1458 Year 1930
 Cartridge Paper Issued.....
 Copying Fee Ordinary.....
 Copying For Urgent.....
 Teading Charge for Map or Plan.....
 Xeroxing Charges.....

8.50
 10.50
 45.50

 64.50

by T. Roy
 3562 of 23/12/20 88.50
 4.00
 20.00
 64.50
 23/12/20

Registered Keeper
 Registrar of Assurances
 Kolkata
 23/12/2020

ADDITIONAL DISTRICT
 SUB REGISTRAR, KOLKATA
 28 DEL 2020
 A. D. S. R. (Records) Kol

215 +

033751

09/12/2020

Sl. No. _____ Date _____
Name _____
Add. _____
AMT. _____ 10/-

Tapen Roy.
Adv
Bishnupura Court.

[Handwritten signature]

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



Copy by J. S. Das
29/4/30

10 2-8
32-9

Copy by J. S. Das
29/4/30
Ramesh Prasad Chandra Ghose

Shri. Ali.
Consequence.
V. G. Banerjee.

Sub Registrar
B. Das

No 1458 for 1930

400 Rs. Special Adhesive Stk a	200 Rs. Special Adhesive Stk b	100 Rs. Special Adhesive Stk c
40 Rs. Special Adhesive Stk d	30 Rs. Special Adhesive Stk e	5 Rs. Special Adhesive Stk f

Stamp affixed by
Ananda Charan Das Gupta
Stamp Superintendent
Calcutta Collectorate
Permissible under rule 21
only stamped under the
Jungal stamp amendment
act 1922 also as amended
Act 82 (1) of the Calcutta
Improvement act 1911
Schedule I A no. 23
Stamp duty paid } Rs. Rs.
under the Stamp Act } 375 -
Additional duty paid }
under the Calcutta }
Improvement act } 500 -

This Indenture made this twenty ninth day of April one thousand nine hundred and thirty
between Behari Chandra son of Sankari Mukherjee deceased by caste Tambuli by occupation and
holder of no. 7 Ruston Lascar Garden Street Calcutta Nala Kumar son of Radhika
Kumar deceased by caste Tambuli by occupation landholder of no. 54 Senla Street Calcutta
as executor to the estate of Chandri Lal deceased (hereinafter called the executor which
expression shall unless excluded by or repugnant to the context include their successors and representatives)
of the first part Narasim Chandra son of Sankari Mukherjee deceased by caste Tambuli
by occupation landholder residing at no. 25 Velmoni Mitter Street Calcutta Pranabha Das
widow of Pyrama Chandra deceased mother and administratrix to the estate of her deceased
son Narindra Krishna deceased by caste Tambuli by occupation landholder at present residing at no.
41 Baranashi Ghose Street Calcutta Narindra Nath son of Shriash Chandra deceased by
caste Tambuli by occupation landholder residing at no. 101 A Bararam Day Street Calcutta hereinafter called
the parties of the second part and Naridatt Bhagat son of Sri Narayan Bhagat deceased
by caste Agarwala by occupation commission agent of no. 26 Burda Street in the said
city of Calcutta hereinafter called the parties (which expression shall unless excluded by or repugnant
to the context include his heirs executors administrators representatives and assigns) of the third
part whereas one Chandra Kumar was seized and possession of and was otherwise well
and sufficiently entitled to the land and premises no. 6 Ashtosh Sen Lane Calcutta containing
by estimation about two Bigas and other parts a portion whereof was numbered 22 Ashtosh Sen
Sen Lane Calcutta is lawfully set out in the schedule hereunder written and is intended to

2 Co. d
not leg.

17

aid in excess
 Total Rs. 875 -
 Less paid as under
 A 52/-
 284/-
 58/-
 sd. a Majid
 Registrar of Assurances
 Calcutta.
 30. 4. 30.

Presented for registration
 at 2-15 pm on the 30th
 day of April 1930 at
 the Calcutta Registry office
 by Behari Lal Mulkh
 one of the executors
 Behari Lal Mulkh
 'Ca. Majid
 District Registrar of
 Assurances Calcutta

has been granted as such for an estate equivalent to the hereditament of inheritance
 in fee simple in possession free from encumbrances and whereas the said Chandra Kumar Dutt
 who was in his life time and at the time of his death a Hindu
 governed by the Bengal School of Hindu Law died intestate on the tenth day of
 Agrahayan twelve hundred and ninety four B. S. corresponding with the twenty sixth day of
 November one thousand eight hundred and eighty seven leaving one Raj Kumar Dutt his only
 son heir and legal and personal representative whereas in a Pansal deed of
 mortgage dated the eighteenth day of Agrahayan twelve hundred and ninety four B. S. corresponding
 with the third day of December one thousand eight hundred and eighty seven the said
 Raj Kumar Dutt borrowed from one Biriswar Dutt the sum of Rupees twenty thousand and
 as security for the due payment of the said sum with interest charged amongst other
 properties the said land and premises no. 6 Ashutosh Bazar Calcutta and whereas a
 suit was instituted by the said Biriswar Dutt against the said Raj Kumar Dutt in
 the High Court of Judicature at Fort William in Bengal in its ordinary original civil
 jurisdiction being suit no. 12 of 1889 for enforcement of the said last mentioned mortgage
 and recovery of the money payable thereunder and whereas the usual orders were made in
 the said suit no. 12 of 1889 and the said (and page) premises no. 6
 Ashutosh Bazar Calcutta was directed by the said High Court to be sold under
 its direction and whereas at the public sale held by and under the direction of
 the said High Court pursuant to the said orders the said Biriswar Dutt was declared

Execution is admitted by the said Biriswar Dutt and Chandra Kumar Dutt and Biriswar Dutt and Chandra Kumar Dutt
 the above Behari Lal Mulkh
 Registrar of Assurances Calcutta

Excursion is admitted by
the above Behary Lal
Mullik son of late Livi
Kari Mullik of 7 Ratan
Lokers Garden St. Calcutta
Lambuli landholder and
by Nalin Kumar Kar
son of late Mohindra
Kumar Kar of 54 Lala
St. Calcutta Lambuli landholder
and by Nibaran Chandra
Mullik son of late Sathari
Mullik of 25 Nilmoni
Mitter St. Calcutta Lambuli
landholder and by Nani
bala sasi widow of
Jyama Churn Mullik of
41 Baranashi Ghose St.
Calcutta Lambuli landholder

the highest bidder for and purchase of the said premises no. 6 Ashutosh Day Lane
and whereas the said sale was confirmed by the said High Court and a
certificate was granted by the Registrar of the High Court to the said Bureau
certifying the said sale on the eighth day of December one thousand nine hundred
and thirteen and whereas the Municipal number of the said premises no. 6 Ashutosh Day Lane
was changed into no. 22 Ashutosh Day Lane some time between 1908 and 1912 and
whereas by an Indenture of Conveyance dated the twenty sixth day of February one thousand
nine hundred and ten well registered in the office of the Registrar of Assurances with
in Book I Volume 15 pages 212 to 219 Serial No. 518 for 1910
the said Bureau was granted and conveyed to one Probodh Kumar Saha the said premises
no. 22 Ashutosh Day Lane measuring about one Bigha and ten annas and whereas by
an Indenture of Conveyance dated the sixteenth day of August one thousand nine hundred and
ten the said Probodh Kumar Saha granted and conveyed a portion of the said premises
no. 22 Ashutosh Day Lane measuring three Cottaks to one Protap Chandra Roy for the
consideration in the said Indenture of Conveyance fully mentioned and whereas by an Indenture of
Conveyance dated the fourth day of February one thousand nine hundred and eighteen the said
Protap Chandra Roy granted and conveyed unto the said Chuni Lal Mullik a portion of
the said premises no. 22 Ashutosh Day Lane measuring two Cottaks ten Chittaks and twenty
square feet and whereas by another Indenture of Conveyance dated the twenty sixth July one
thousand nine hundred and eighteen the said Chuni Lal Mullik purchased from the Trustees for

W

30

and also by Narendra
nath Dey son of late
Lunash Chandra Dey
101-A Balaran Dey St.
Calcutta Sambuki landholder

resident Nani Lal Dassi
identical by Selendra
nath Laha son of late
Bhishan Chandra Laha
of 41 Baranashi Ghouse
Calcutta brother and the
other executors identified
by Chandra Churn Dey
solicitor of 7 Old Post
office St. Calcutta.

Behary Lal Mullaik
614
Naba Kumar Kar
616
Neharan Chandra Mullaik
617
Narendra Nath Dey
618

Delendra Nath Laha
Laha Chandra Dey

the improvement of Calcutta a plot of land measuring five chittaks contiguous to the said plot measuring two cottaks ten chittaks and twenty square feet and whereas upon such purchase the said Chuni Lal Mullaik became entitled to the said two plots of land measuring in the aggregate two cottaks fifteen chittaks and twenty square feet the entire plot formed out of such aggregate being subsequently numbered 22/1. Whereas Dey gave a description whereof is set out in the schedule hereunder written and whereas after such purchase the said Chuni Lal Mullaik erected a brick built dwelling house on the said plot of land and whereas the said Chuni Lal Mullaik died on the eighth day of August one thousand nine hundred and twenty leaving no issue but leaving Sumantra Devi Chaitini Dassi his sole widow after having made and published his last will and testament in the Bengali language and character dated the eighth day of August one thousand nine hundred and twenty whereby he appointed the said Behari Lal Mullaik Naba Kumar Kar and one Natabharai Mullaik executors of the said will and whereas by the said will the said Chuni Lal Mullaik amongst other things provided that his brother's son the said Neharan Chandra Mullaik should be allotted one equal third share of said dwelling house and premises no. 22/1. Whereas he also provided that his brother's son the said Narendra Krishna Mullaik should be allotted another equal third portion of the said house and premises and that his sister's son Gobardhan Dey and the said Narendra Nath Dey should be allotted in equal shares the remaining equal third part or share of the said dwelling house and premises and whereas it was also provided by the said will that the said Neharan Chandra Mullaik Narendra Krishna Mullaik Gobardhan Dey and Narendra Nath Dey their heirs successors should be entitled to possess and

the said dwelling house and premises no. 22/1. Whereas the said Neharan Chandra Mullaik Narendra Krishna Mullaik Gobardhan Dey and Narendra Nath Dey their heirs successors should be entitled to possess and

श्री २२
३१/२३ - ३१/३१/२३
३१/३१/२३

618. (Personal) ... provided by the said will ...

Subica Charan Day
d. Abdul Majid
Registrar of Assurances
Calcutta

Day and Narendra Nath Day their sons heirs successors should be entitled to possess and enjoy their said respective shares of and in the said premises and to enjoy the rents issue and profits thereof but that they should not be competent to make a gift of or to sell the property or to encumber the same in any manner and whereas it was also provided by the said Chuni Lal Mullaik by his said will that his wife Brammty Krishna Bala Sassi should be entitled to live in an upper room in the said (300 page) dwelling house and should be paid the sum of Rs. thirty per month for her maintenance for her life and whereas the provision in the will of the said Chuni Lal Mullaik restraining alienation of the property in perpetuity was void and inoperative in law and whereas the said Behari Lal Mullaik and Nara Kumar Kar applied for and obtained probate of the said will from the High Court of Judicature at Fort William in Bengal in its testamentary and substitute jurisdiction on the sixth day of October one thousand nine hundred and twenty and whereas the other executor the said Dut Chari Mullaik did not apply for probate of the said will and he died in or about the year 1921 and whereas the said Narendra Krishna Mullaik died an infant and unmarried on the fifteenth day of October one thousand nine hundred and twenty leaving the said Brammty Nani Bala Sassi his mother his sole and legal and personal representative for surviving and whereas by an Indenture of Conveyance dated the thirteenth day of December one thousand nine hundred and twenty two the said Gobardhan Day conveyed his undivided one sixth part or share of and in the said messuage and buildings and

30. 4. 30.
34

... to her mother ... who purchased
 the same out of her ... and whereas the said ...
 for and obtained letters of administration to the estate and effects of her son the
 said ... from the said High Court on the second day of January
 one thousand nine hundred and twenty four in respect of an undivided one third part
 or share of the said property and whereas by an indenture of conveyance dated the
 twenty fifth day of February one thousand nine hundred and twenty five the said ...
 granted and conveyed unto the said ... the said undivided
 equal sixth part or share of the said messuages and hereditaments premises for the
 consideration in the said indenture of conveyance fully mentioned and whereas the estate of the
 said ... has not been fully administered and the said ...
 and ... have been in possession of the said messuages and hereditaments
 and premises and dealing with the rents issues and profits thereof according to the provisions
 contained in the said will and whereas for the purpose of such administration it became
 necessary for the said executors to sell the said land messuages and premises and the
 said executors on the twenty eighth day of August one thousand nine hundred and twenty nine
 entered into an agreement with the purchaser for sale of the said messuages and hereditaments
 and premises as ... at the price of rupees twenty five thousand
 being the highest price they had obtained and whereas by an order dated the ...
 of ... made by the said High

... the goods of the said ...
 ... as administrator to the estate ...
 ...

Court in the goods of the said Narendra Krishna Mullaik deceased the said Brumuthi Mani-
 bala Dassi as administrator to the estate of the said Narendra Krishna Mullaik deceased and
 authorized under the provisions of Section 307 of the Indian Succession Act (Act XXXIX of
 1925) to sell the undivided one third part or share in the said messuages and
 hereditaments and premises no. 22/1 Ashutosh Day Lane belonging to the estate of the said
 Narendra Krishna Mullaik to the purchaser for a price or sum not less than Rupees
 Eight thousand three hundred and thirty three annas four paise four and a half as by
 an Indenture of Release bearing even date and made between the said Brumuthi Krishna Chobani
 Dassi of the one part and the ~~said~~ ^{said} ~~part~~ ^{parts} of the first and second
 part of the other part the said Brumuthi Krishna Chobani Dassi for the consideration in
 the said Indenture mentioned relinquished all her right title and interest in the said
 messuages and premises no. 22/1 Ashutosh Day Lane under the will of the said Chuni
 Lal Mullaik and whereas the said Behari Lal Mullaik and Naha Kumar Kar as such
 executors as aforesaid and the said Nibaran Chandra Mullaik Narandra Nath Day as beneficial owners
 (the said Nibaran Chandra Mullaik having an undivided half part or share and the said
 Narandra Nath Day having an undivided (4th part) half part or share and the said
 Narandra Nath Day having an undivided one sixth share) have agreed and the said Brumuthi
 Manibala Dassi as administrator to the estate of her son the said Narendra Krishna Mullaik
 deceased in respect of an undivided one third part or share of the said messuages
 and hereditaments and premises has in pursuance of the order of the said High Court

dated _____ day of _____ one thousand nine hundred and _____ also agreed
 with the purchaser for the absolute sale to him of the said messuage land tenements
 and premises free from encumbrances at the price of Rupees Twenty five thousand Now this
 Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum
 of Rupees Twenty five thousand to the said vendors and the parties hereto of the
 second part paid by the said purchaser on or before the execution of these presents
 the receipt whereof the said vendors and the parties hereto of the second part do
 and each of them doth hereby acknowledge and of and from the same and every
 part thereof do hereby release the said purchaser the said vendors and the parties hereto
 of the second part according to their respective right title share and interest do hereby
 grant unto the purchaser the said messuage land tenements and premises fully set out in
 the Schedule hereunder written or hereinafter otherwise in the said messuage land tenements and premises or
 any part thereof now are or is or heretofore were or was situated situated bounded
 called known numbered described or distinguished together with all buildings yards courts areas sewers drains
 water courses rights liberties privileges easements and appurtenances whatsoever to the said messuage land tenements
 and premises belonging or in any way appertaining or usually held or enjoyed therewith or which
 do belong or be appurtenant thereto and all the estate right title interest claim and
 demand whatsoever of them the said vendors and the parties of the second part in
 to and upon the said premises or any part thereof together with all deeds Btthahs
 and _____ the _____ in _____ relative to or concerning the said messuage land
 tenements and premises or any part thereof which now are or hereafter shall or may
 _____ _____ or _____ of _____ _____ _____ the _____ to the

to and upon the said premises or any part thereof which now are or hereafter shall or may
be in the possession or power or control of the said executor and the parties
(hereto) of the second part or any other person or persons from whom they or
any of them may procure the same without any action or suit so have and
to hold the said messuage land hereditaments and premises hereby granted or expressed so to
be unit and to the use of the said purchaser for ever and the said
executors do hereby covenant with the said purchaser that they have not executed or done
or knowingly suffered or been party or privy to any deed or thing whereby or
by means whereof the said premises no. 22/ Ashutosh Day Lane or any part thereof
are or is or may be impeached charged affected or incumbered in title estate or
otherwise or whereby or by means whereof they the said executors are in anywise hindered
from conveying or transferring the said premises no. 22/ Ashutosh Day Lane in the manner
hereby conveyed or transferred or intended so to be and the said parties hereto of
second part do hereby for themselves himself herself their his and her heirs executors and
administrators covenant with the said purchaser that notwithstanding any act deed or thing by the
said parties hereto of the second part done or executed or knowingly suffered to the
contrary the said executors or the parties hereto of the second part have full power
right and absolute power and authority to grant the said messuage land hereditaments and premises
unit and to the use of the said purchaser in manner aforesaid and the said
purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the

2/21/1973

3/1/1973

said message land hereditaments and premises and during the term and term thereof without any lawful objection or demand whatsoever from or by the said executor or in the parties hereto of the second part or any person or persons lawfully or equitably claiming from under or in trust for them and that free from all encumbrances whatsoever made or (5th page) suffered by the said executor or the parties hereto of the second part or any person or persons lawfully or equitably claiming as aforesaid and further that the said executor and the said parties hereto of the second part and all persons having or lawfully or equitably claiming any estate or interest in the said message land hereditaments and premises or any of them or any part thereof from under or in trust for them shall and will from time to time and at all times hereafter at the request and costs of the said purchaser 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 message land hereditaments and premises and every part thereof unto and to the use of the said purchaser in manner aforesaid as shall or may be reasonably required.

The Schedule above referred to.

All that partly two storied and partly three storied brick built house together with the main or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation two cottages fifteen chittas and twenty square feet be the same or little more or less situated lying at and being premises no. 22/1 Ashutosh Beg Lane Comprised in Holdings no. 279 Block no. XLX in the Northern Division of

the town of Calcutta and a sum of Rupees Four annas seven and half paise to be paid to the Calcutta Municipal Corporation as the purchase money of the same.

house a little more or less which being a and being premises no. 22/ Ashutosh
 Day Lane Comprised in Holding no. 279 Block no. XII in the Northern Division of

the town of Calcutta and a piece of Bepes Lane annual eleven and five pice
 is granted to the Calcutta Collector in respect of the entirety of the said holding
 no. 279 and bounded in the manner following that is to say on
 the north by Ashutosh Day Lane on the east by premises no. 22/ Ashutosh Day
 Lane belonging to Probodh Kumar Dutta on the south by a street bearing municipal
 premises no. 26 Ashutosh Day Lane belonging to Probodh Kumar Dutta and on the west
 by premises no. 21 Ashutosh Day Lane belonging to Pratap Chandra Roy. In witness whereof
 the parties hereto of the first and second parts have hereunto set and subscribed their
 respective hands and seals the day and year first above written.

Signed sealed and delivered at the premises

no. 7 Old Post office street in
 Calcutta by all the above named tenants

in the presence of
 Anilisa Churn Day
 Collector Calcutta

Ben. M. Ghosh
 Pleader Judges Court Alipor
 Fakir Chandra Saha
 Mangal Singh Barua

by house number Lane (written in nagri)

Behari Lal Mukherjee (my seal)

Naba Kumar Das (my seal)

Niharun Chandra Mukherjee (my seal)

बिहार लाल मुखर्जी (my seal)
 न. क. दास

Narendar Nath Day (my seal)

7 Gobardhan Day
 Ram Bagar Branch Lane
 Explained by me to all the above amounts
 Anil Churn Day
 Solicitor (6th. Bag.)

Pranath Kani Bala Sarin
 is identified by me
 Debendra Nath Loh
 41 Baramohi Ghose Street Calcutta

Received from the within named purchaser the within mentioned sum of Rupees twenty five thousand as per memorandum below:-
 by 1000/- notes
 Rs 00131 to 00140, 09851 to 09857, 0531 to 05632, 01759 +
 01756 & twenty (20) pieces each of Rupees one thousand ————— Rs 20000/-
 By earnest money paid ————— Rs 50/-
 By small notes and cash ————— Rs 2499/-
 Witness
 Total Rs 25000/-

Anil Churn Day
 Banku Bihari Mukerji
 Mangal Sing Barua
 (Signed in angri)
 Gobardhan Day
 7 Ram Bagar Branch Lane
 Fakir Chunder Sult
 Clerk to Kani Anil Churn Day Solicitor Calcutta

(Rupees twenty five thousand)
 Bahari Lal Mukherjee
 Kaha Kumar Kar
 Niharan Chandra Mukherjee
 24/11/10 - 24/11/10 24/11/10 24/11/10
 24/11/10 24/11/10 24/11/10 24/11/10
 Narunda Nath Day
 Pranath Kani Bala Sarin

Registered in
 Book no. 12

Explained by me
 is identified by me

Explained by me
 Anulica Churn Das
 Clerk to the Anulica Churn Das Solicitor Calcutta

Paranda Nath Das
 Deputy Commissioner

Registered in
 Book no. I
 Page no. 70
 Pages 17 to 29
 Serial no. 1458
 for the year 1930

Explained by me
 Anulica Churn Das

Identified by me
 Subandra Nath Das

Dated this 29th day of April 1930

Bihar Lal Mukherjee + sur. 1st part

Niharun Chandra Mukherjee + sur. 2nd part

and

Harishubash Bhagat - Third part

Lawyers of

premises no. 22/1 Ashutosh Das Lane Calcutta

B. N. Basu and Co.

2700
 295
 210
 160
 55
 370
 55
 3845

The
 Seal of the
 Registrar of
 Calcutta

1. Abdul Majid
 Registrar of Assurance
 Calcutta
 3. 5. 30.

Copied by
 Mohomed Yakub
 1/5/30.

Copied by Manick Chandra
 2/5/30.

Reading Jais Chandra Ghosh
 p.c. 2/5/30

Copied by
 Md. Yakub
 1/5/30
 Reading Jais Chandra
 Ghosh p.c. 2/5/30

Certified to be a True Copy

True Copy
 Dated this
 29/5/30
 Registrar



CHECKED BY
 28/12/30

28 APR 2025
 A.D.S. (Record) Kri