

T 659 200Rs.



also up 18 of the 13 Dec 11

Handwritten notes and scribbles, including the number '23' and some illegible text.

Handwritten notes including 'Fees paid as under', 'Lal 21', '91', 'C 91', 'B 31', and '4/178'.

Subrata Bose

Jagannath Halder

Subrata Bose, Jagannath Halder
Partners of 'AAMAR BARI'
as constituted attorney of
Ratnabai Chakravarti, Avijit Chakravarty
Sanjay Sengupta, Bhaswati Dasgupta

THIS INDENTURE made this 29th day of February
One thousand nine hundred and Forty Seven B E T W E E N
JAGABANDHU LUTTA son of Mahendra Nath Dutta deceased
by caste Tambuli by profession landholder residing at
No. 135-B, Rash Behari Avenue, P.S. Ballygunge, District
24-Parganas hereinafter referred to as the Vendor which
expression shall unless excluded by or referred to the
context shall include his heirs, executors, administrators
representatives and assigns) of the One Part A N D



2-

SREEMATI SATI CHAKRABARTY wife of Babu Prodyut Kumar -
 Chakrabarty by caste Brahmin by occupation housewife of
 village Outsahi P.S. Tangibari, District Dacca at present
 residing at 68, Babu Bagan Lane, Dhakuria P.S. Sader Tolly-
 -gunge, District 24-Parganas (which expression shall
 unless excluded by or repugnant to the context include
 her heirs, executors, administrators, representatives and
 assigns) of the Other Part WHEREAS one Sashi Bhushan
 Sarkar alias Sashi Bhushan Dey having from time to time
 acquired several pieces of land in Mourashi Mokrari -
 right in Mouzas Solimpor and Dhakuria P.S. Sader Tollygunge
 in the District of 24-Parganas and amalgamated the said
 land into one plot containing an area of 11 Bighas and
 19 cottahs

AND WHEREAS the said Sashi Bhushan Sarkar also
 the piece or parcel of Mourashi Mokrari containing
 an area of 2 bighas 1 cottah on the west of the said
 property on the other side of the road

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No 421
 Sold to Mr. *Nihar Ranjan*
Mukherjee
 Pleader of *Alipore*
 For Rs. *75/-* *26.2.47* *Stamp Clerk*
 24. Parganas Treasury, Allour.



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3-

AND WHEREAS being seized and possessed of and otherwise well and sufficiently entitled as owner of and to the said plots of land hereditaments and premises and after obtaining mutation of his name in the sherista of the respective land lords and after obtaining Dakhilas in his own name, sold and conveyed the said plots and premises together with buildings, trees, shrubs etc., standing on the same in absolute right to one Hirendra Nath Dutta - (since deceased) by an Indenture of conveyance bearing date the 24th. day of September 1919 and registered in Book No. 1 Volume No. 141 Pages 113 to 122 and Being - No. 4801 for 1919 at Subregistry Office, Calcutta

AND WHEREAS the said Hirendra Nath Dutta, not having purchased the said lands and hereditaments and premises in absolute right obtained Dakhilas on mutating his name in the Sheristhas of respective land lords in place of the said Sashi Bhusan Sarkar and also at the office of the Municipality on payment of taxes was seized and

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No 422
 Sold to Mr. Nihar Ranjan
 Mukherjee
 Pleader, Alipur
 For Rs 40/- - 10/-
 Wt 26-2-47 - Stamp Clerk
 24-Parganas Treasury, Alipur.



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 26/2/47

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Sanjay Sengupta, Bhaswati Dasgupta
 Ratnabali Chakravarti, Avjit Chakraborty
 as constituted attorney of
 Partners of 'AMAR BARI'
 Jagannath Halder

possessed of or otherwise well and sufficiently entitled to as owner of the said plots of lands hereditaments and premises till his death

AND WHEREAS the said Hirendra Nath Dutta, a Hindu Governed by the Dayabhag School of Hindu law, died - intestate on the 16th. day of September 1942 leaving him surviving his sole widow Sm. Indumati Dutta, four sons Sudhindra Nath Dutta, Harindra Nath Dutta, Ramendra Nath Dutta and Sourindra Nath Dutta as his only heirs and legal representatives and leaving considerable property both moveable and immoveable including the aforesaid lands hereditaments and premises ;

AND WHEREAS by an agreement bearing date the 3rd. March 1943 and made between the said heirs of the said Hirendra Nath Dutta all matters in dispute between the parties relating to the division and partition of the immoveable properties left by the said Hirendra Nath Dutta deceased were referred to the Award and determination of Chandra Kumar Sarker Civil Engineer of 10, Hastings Street, Calcutta who was thereby appointed the sole - Arbitrator for the said purpose

AND WHEREAS the said Arbitrator made and published his award in writing concerning the matter so referred to him in regard to the partition of the immoveable properties belonging to the estate of the said Hirendra Nath Dutta as aforesaid on the 25th. November, 1943 ;

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AND WHEREAS the said Award was duly filed in the High Court of Judicature at Fort William in Bengal in the Ordinary Original Civil Jurisdiction and marked as Award Case No. 27 of 1943 and instituted in the matter of the Indian Arbitration Act of 1940 and in the matter of Arbitration between Sm. Indumati Dutta, Sudhindra Nath Dutt and others

AND WHEREAS a decree was passed in the Award Case No. 27 of 1943 by the said High Court on the 26th. day of January 1944 confirming and ratifying all the terms and provisions of the said Award which was thereby made a part of the said decree.

AND WHEREAS by paragraph 4 of the said Award the said Chandra Kumar Sarkar allotted absolutely to Harindra Nath Dutt, a son of Hirendra Nath Dutta deceased for his one-fifth share in the joint immoveable properties -
 inherited by the heirs of the said Hirendra Nath Dutta deceased inter alia the lands hereditaments and premises comprised in Nos. 229 and 230 of Mouza Dhakuria and Selimpore, a portion of which is hereby intended to be conveyed and described in part III(4) of the Second Schedule of the said Award.

AND WHEREAS immediately after the said decree was passed by the High Court on the said Award Case No. 27 of 1943 the said Harindra Nath Dutta took and had since then been in exclusive possession of the said land - hereditaments and premises as the absolute and beneficial

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owner thereof in severalty

AND WHEREAS by a conveyance dated 27th. August, 1946 and registered at Alipore Sub-Registration Office in Book No. 1 Volume No. 50 Pages 212 to 220 Being No. 2841 for the year 1946 the Vendor hereby purchased the aforesaid 2 Bighas 12 cottahs and 22 chataks of land comprised in Dag Nos. 229 and 230 of Mouza Selimpur as fully described in Schedule "A" below from the said Harindra Nath Dutta and has been in exclusive possession of the said lands, hereditaments and premises as the absolute and beneficial owner thereof in severalty

AND WHEREAS the Vendor sub-divided the aforesaid entire land into several buildings plots, under a building scheme, after providing 20 ft. wide Road in between the plots as shown in the plan hereto annexed

AND WHEREAS the Vendor agreed with the Purchaser for an absolute sale to the Purchaser free from all encumbrances ALL THAT piece or parcel of plot of Rayati Mourashi - Mokrari land being Plot Nos. 10, 11 and 12 of the aforesaid Scheme, and out of the property described in Schedule "A" below measuring 2 kattas, 14 chittacks 12 sq. ft., 2 Kattas 12 chittacks 8 sq. ft. and 2 cottahs 13 chittacks 39 sq. ft. respectively and in total 8 cottahs 8 chittacks 14 Square feet which forms portion of DAG Nos. 229 and 230 Khatian Nos. 88 and 90 of Mouza Solimpore J.L.No. 57 within Tollygunge Municipality, Dist. 24-Tollygunge Sadar Sub-Registration Alipore, District 24-Parganas, more fully described in Schedule "B" below and delineated in the map or plan annexed hereto and thereon coloured pink, hereinafter

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referred to as the said property at or for the aggregate price of Rs.21,000/- (Rupees twenty one thousand) only NOW THIS INSTRUMENT WITNESSETH that in pursuance of the said agreement and in consideration of the total sum of Rs. 21,000/- (Rupees twenty one thousand only) to the Vendor well and fully paid by the Purchaser on or before the execution of these presents (the receipt of which sum the Vendor hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof acquit release and for ever - discharge the purchaser as well as the said property) the Vendor doth by these presents grant sell convey confirm and assure unto the Purchaser all that piece or parcel of Mourashi Mokrari land being Plot Nos. 10, 11 and 12 measuring 2 cottahs 14 chittacks 12 sq. ft. , 2 cottahs 12 chittacks 8 sq. ft. and 2 cottahs 13 chittacks 39 sq. ft. respectively which form portion of Dag Nos. 229 and 230 Khatian Nos. 28 and 90 of Mouza Selimpore P.S.Tollygunge Sadar ,Sub-Registry Alipore District 24-Parganas, within Tollygunge Municipality or in otherwise the said property as described in Schedule B below OR HOWSOEVER OTHERWISE the said property now is or heretofore was situate bound called known numbered described or distinguished TOGETHER WITH all buildings fixtures yards courts area sewers - drains trees shrubs walls gates the passages common fences walls water water courses lights rights liberties - privileges easements and appurtenances whatsoever to the said lands hereditaments and premises belonging or in any-wise appertaining or usually held and enjoyed therewith

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or reputed to belong or to be appurtenant thereto AND ALL THE ESTATE right, title interest claims and demand whatsoever of the Vendor into or upon the said lands hereditaments and premises or any part thereof TOGETHER WITH the right conferred by and provided for in the said Award of the said Chandra Kumar Sarkar as set out in Paragraph 11 of the said Award to call for the production of the documents of title relating to the said land - hereditaments and premises which are listed in detail in Part V of the Third Schedule annexed to the said Award TOGETHER WITH all deeds pattas and muniments of title whatsoever solely relating to or concerning the said hereditaments, premises or any part thereof which now or hereafter or may be in the possession power or control of the Vendor or any other person or persons from whom he or they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said lands hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and for ever And the Vendor do hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendor done executed or knowingly suffered to the contrary he the Vendor is now lawfully rightfully or absolutely seized and possessed of or otherwise well and sufficiently entitled (subject only to the payment of rent) to the said lands and hereditaments and premises hereby granted and assigned or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition

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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 Vendor has now in himself good right and full power to grant and assign the said lands hereditaments and premises hereby granted and assigned or expressed 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 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 Vendor or any person or persons lawfully or equitably claiming from under or in trust for him AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor and FURTHER THAT the Vendor and all person or persons having or lawfully or equitably claiming any estate or interest in the said message lands hereditaments premises or any of them or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and - execute or cause to be done or executed all such acts deeds and things whatsoever for further or more perfectly assuring the said land hereditaments and premises and - every part thereof unto and to the use of the Purchaser

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of Alipore

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in manner aforesaid as shall or may be reasonably required.

SCHEDULE "A" REFERRED TO ABOVE:-

ALL THAT piece or parcel of Mourashi Mokrari Garden land containing by estimation, an area of 2 bighas 12 cottahs and 22 square feet more or less situate lying at Mouza Sellapur J.L. No. 37, Thana Sadar Tollygunge, Sub-Registration office Alipore Pargana Khaspur within District 24-Parganas, butted and bounded on the North Sellapore Road On the East C.S. Dag No. 241 On the South C.S. Dag No. 231 and on the West C.S. Dag No. 228 Public passage recorded in the last settlement Khatians as Rayati Mokrari in the following manner.

1. Khatian.	Tenant's Khatian.	Touzi .	Dag.	Area.
	5	28	151	229 (together with small strip on its west) .38

An annual rent of Rs. 1/10/2 payable to landlord Rajendra Singh Singhee of 48, Carlahat Road, Ballygunge, Calcutta.

2.	31-32.	90	230-233	230.	.48
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An annual rent of Rs. 4/4/3 payable to Maharaja Prabirendra Mohan Tagore, Kachari Tagore Road, P.O. Dhakuria, 24-Parganas.

The two plots together measure 2 bighas 12 cottahs 22 square feet forming one garden and appertaining to Tollygunge Municipal limits.

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SCHEDULE "B" ABOVE REFERRED TO.
Property hereby conveyed.

ALL THAT piece or parcel of Mourashi Mokrari Garden land containing by estimation an area of 8 cottahs 8 chittacks 16 sq. ft. more or less out of the entire area as described in Schedule "A" above written within Mouja Selimpore J. L. No. 37 Thane Sadar Tollygunge Sub Registration Alipore Pargana Khaspore, District 24-Parganas, comprised of the following dags :-

- (i).. Out of aforesaid Khatian No. 28, C.S. Dag 229, area .38 given in Schedule "A", area sold is .11 i.e. by measurement 6 cottas 6 chittacks 66 sq. ft. .. Value .. Rs. 16000/-
- (ii).. Out of aforesaid Khatian No. 90, C.S. Dag No. 230 area .48 given in Schedule "A", area sold is .034 i.e. by measurement 2 cottahs Nil chittacks 40 sq. ft. .. Value Rs. 4000/- Rs. 5000/-

The two dags together forming plots Nos. 10, 11 and 12 of the Scheme shown in pink in the attached map or plan and bounded on the north by Road, East -partly by Road and partly by land of the Vendor, South C.S. Dag No 231, and on the West Road.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand the day month and year first above written.

Signed and delivered at Calcutta in the presence of :-

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Sanjay Sengupta, Bhaswati Dasgupta

Saibhnumar Dutt,
Bhadre, S.C. Conf.
Calcutta.
Jago Bondhu Dutt
2. *Sobhanjy Dasgupta*
3. *Nita Dasgupta*



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Senior Joint Sub-Registrar
of Alipore

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Ali



GARIAHAT D.O.

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[Signature]
K. S. Dasgupta
[Signature]

Page 4

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Page 4

Page 4

NIHAR BANJAN MUKHERJEE
PLEADER JUDGE'S
COURT ALIPORE
24-PATNA.

Book No. 15-
Volume No. 15-
Pages 189 to 198
Being No. 659
For the year 1947

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CONFERENCE



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13-3-47

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JAGABANDHU DUTTA
TO
RAJESWARI SATTI CHAKRABORTY



Subrata Bose

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