

11:35 AM
Presented for registration at
on the 12th day of Dec. 1977
at the Registrar's Office
by Bejoy Kumar Mukherjee
son of Mr. B. K. Mukherjee



[Signature]
Registrar of Assurances
Calcutta

Bejoy Kumar Mukherjee

Bejoy Kumar Mukherjee 1) Bejoy Kumar Mukherjee
and 2) Ajoy Kumar Mukherjee
and 3) Sanjoy Kumar Mukherjee
Ajoy Kumar Mukherjee sons of Late Anand
Bandyopadhyay of
2B - Bita Kanta Bandyopadhyay
Lane, Calcutta Hindu,
joint holders.

Sanjoy Kumar Mukherjee

[Signature]
S. N. Sarkar
Solicitor & Advocate
High Court, Cal.

S. N. Sarkar
Solicitor & Advocate

Thumb impression of the
registrant to be affixed here
[Signature]
Registrar of Assurances
Calcutta
[Signature]

of the Second part and the said Chandra Sekhar Mukherjee deceased of the third part and registered with the Registrar of Assurances at Calcutta in Book No. I, Volume No. 42, Pages 151 to 171 and Being No. 1445 for the year 1956 for consideration therein mentioned, the divided and demarcated Northern portion of the said premises No. 2, Sitakanta Banerjee Lane fully described in the Schedule II(A) thereunder written and marked as Lot "A" and coloured yellow in the map or plan thereto annexed was allotted to the Ansuman Mukherjee deceased absolutely and in severalty from the said Anath Bandhu Mukherjee and Chandra Sekhar Mukherjee deceased, the divided and demarcated southern portion of the said premises No. 2, Sitakanta Banerjee Lane fully described in the Schedule II(B) thereunder written and marked as Lot "B" and coloured green in the map or plan thereto annexed was allotted to the said Anath Bandhu Mukherjee the Father of the Vendors since deceased absolutely and in severalty from the said Ansuman Mukherjee and Chandra Sekhar Mukherjee deceased and the said premises No. 18/9, Raja Rajballav Street fully described in the Schedule II(C) thereunder written and marked as Lot "C" and coloured in red in the map or plan thereto annexed was allotted to the said Chandra Sekhar Mukherjee deceased absolutely and in severalty from the said Anath Bandhu Mukherjee since deceased and the Ansuman Mukherjee deceased

4) The said Anath Bandhu Mukherjee and the Ansuman Mukherjee deceased made their respective allotments under the said Deed of Partition dated Twenty-second day of March One thousand nine hundred and fifty-six completely separate

and

and independent of each other in accordance with the provisions of the said Deed.

- 5) By a Deed of Gift bearing date the Twenty-seventh day of September One thousand nine hundred and fifty-seven and registered with the Sub-Registrar of Assurances at Calcutta in Book No. 1, Volume No. 95, Pages 152 to 156 and Being No. 3720 for the year 1957 for consideration therein mentioned, the said Ansuman Mukherjee transferred and conveyed by way of Gift in favour of Parbati Charan Mukherjee, the eldest son of the said Anath Bandhu Mukherjee since deceased and eldest brother of the Vendors, the said divided and demarcated Northern portion of the said premises No. 2, Sitakanta Banerjee Lane fully described in Schedule II (A) of the said Indenture of Partition dated Twenty-second day of March One thousand nine hundred and fifty-six and also in the Schedule thereunder written.
- 6) The said Anath Bandhu Mukherjee had at the time of his death five sons, namely, the said Parbati Charan Mukherjee Biswanath Mukherjee and the Vendors namely, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee and some married daughters all being well placed in life and his wife having died earlier.
- 7) After having obtained the Northern portion of the said premises No. 2, Sitakanta Banerjee Lane by the said Deed of Gift dated Twenty-seventh day of September, One thousand nine hundred and fifty-seven the said Parbati Charan Mukherjee, the eldest son of the said Anath Bandhu Mukherjee since deceased, had been living separately from his father and his said brothers namely, Biswanath Mukherjee, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee.

- 8) The said Biswanath Mukherjee and the Vendors namely, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee were living with their father the said Anath Bandhu Mukherjee during his life time.
- 9) By a Deed of Settlement bearing date the Thirtieth day of April One thousand nine hundred and sixty-eight and registered with the Registrar of Assurances at Calcutta in Book No. I, Volume No. 83, Pages 131 to 147 and Being No. 2041 for the year 1968, the said Anath Bandhu Mukherjee since deceased for consideration therein mentioned created an absolute and vested right or interest in favour of his said four sons living with him, namely the said Biswanath Mukherjee and the Vendors namely, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee in the said Southern portion of premises No. 2, Sitakanta Banerjee Lane as fully described in the Second Schedule thereunder written with power of alienation and sale even during the life time of the said Settlor, Anath Bandhu Mukherjee since deceased and subject to the trust in his favour during his favour during his life as therein mentioned.
- 10) Sometime after having created the said trust or settlement in favour of his said four sons namely Biswanath Mukherjee and the Vendors namely, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee, the Settlor and Trustee the said Anath Bandhu Mukherjee applied to the Corporation of Calcutta for mutation of his name as Trustee in respect of the said Southern portion of premises No. 2, Sitakanta Banerjee Lane, as then completely separated from the Northern portion of the said premises in terms of the said Partition Deed dated Twenty-second day of March, One thousand nine hundred and fifty-six and had his said -

Southern portion separately assessed and numbered as 2B, Sitakanta Banerjee Lane, Calcutta whereupon the said Northern portion of the premises No. 2, Sitakanta Banerjee Lane was numbered as 2A, Sitakanta Banerjee Lane, Calcutta.

- 11) In terms of the said Deed of Settlement, the said Anath Bandhu Mukherjee as Trustee of the said trust or settlement built or erected a tiled shed on the vacant land in front of the said Southern portion of the said premises No. 2, Sitakanta Banerjee Lane then renumbered at 2B, Sitakanta Banerjee Lane and let out the said tiled shed to a monthly tenant.
- 12) On the death of the said Anath Bandhu Mukherjee on or about Fifth day of July One thousand nine hundred and Seventy-one his said four sons namely, the said Biswanath Mukherjee and the Vendors namely, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee became jointly seized and possessed of and well or sufficiently entitled to ALL THAT the partly three storied and partly two storied brick built messuage tenement land hereditament dwelling house and premises No. 2B, Sitakanta Banerjee Lane in the town of Calcutta comprising an area of land measuring three Cottahs one Chittack and twenty-two Square-feet whereon or on part whereof the same is erected each having an undivided equal one-fourth share or interest therein.
- 13) By an Indenture of Partition bearing date the Third day of August, One thousand nine hundred and Seventy-nine and Registered with the Registrar of Assurances, Calcutta in Book No. I, as Deed No. 4207 and made between the Vendors, the said Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and

Sanjoy

Sanjoy Kumar Mukherjee of the one part and the said Biswanath Mukherjee of the Other Part, for consideration therein mentioned, the divided and demarcated Southern portion of the said premises No. 2B, Sitakanta Banerjee Lane comprising the three storied portion of the building with an area of land measuring two Cottahs two Chittacks and five square feet fully described in the Second Schedule thereunder written and also in the Schedule hereunder and marked as Lot 'A' and coloured or bounded by red lines in the map or plan thereto annexed and also similarly marked as Lot 'A' and bordered by red in the map or plan hereto annexed and intended to be hereby sold and transferred, was allotted to the Vendors, the Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee absolutely and in severalty from the said Biswanath Mukherjee who was allotted the Northern portion of the said premises No. 2B, Sitakanta Banerjee Lane being the two storied portion of the building with an area of land measuring fifteen Chittacks and twenty-five square feet marked as Lot 'B' and coloured or bounded by green lines in the map or plan thereto annexed and also similarly marked and bordered by green in the map or plan annexed hereto.

- 14) The Vendors thus became seized and possessed of and absolutely entitled to in fee simple and as an indefeasible estate of inheritance the said divided and demarcated Southern portion of the said premises No. 2B, Sitakanta Banerjee Lane in the town of Calcutta comprising the three storied portion of the building containing three bed rooms, one on each floor, the kitchens, two privies and the tiled shed together with

with the land thereunto belonging measuring about two cottahs, two chittacks and five square feet as fully described in the Schedule hereunder written and also marked as Lot 'A' and bordered by red lines in the map or plan hereto annexed.

- 15) The Vendors agreed to sell and the Purchasers agreed to purchase all that the said divided and demarcated Southern portion of the said premises No. 2B, Sitakanta Banerjee Lane as recited in the last preceding clause, comprising the said portion of the building and the land measuring about two Cottahs, two chittacks and five square feet as fully described in the Schedule hereunder written and in the map or plan hereto annexed free from all encumbrances whatsoever at and for the price of Rs. 48,000/- (Rupees forty-eight thousand only) and the Purchasers have paid to the Vendors the sum of Rs. 3001/- (Rupees Three thousand and one only) as earnest money and in part payment of the purchase price and also made further payments as herein-after mentioned.

NOW THIS DEED WITNESSETH as follows:-

That in pursuance of the said agreement and in consideration of the sum of Rs. 3001/- (Rupees Three thousand and one only) paid by the Purchasers to the Vendors as earnest money and in part payment of the purchase price as aforesaid and in consideration of the further sum of Rs. 44,999/- (Rupees Forty-four thousand nine hundred and ninety-nine only) paid by the Purchasers to the Vendors at and before the execution of these presents, making together the whole of the purchase price of Rs. 48,000/- (Rupees Forty-eight thousand only) (the receipt whereof the Vendors do hereby

hereby as well as by the receipt hereunder written admit acknowledge and of and from the same and every part thereof as well as the land and building hereby conveyed unto the Purchasers acquit release and discharge the purchasers) the Vendors do hereby grant transfer convey and assign unto the Purchasers ALL THAT the said piece or parcel of revenue redeemed land measuring more or less two cottahs two chittacks and five square feet be the same a little more or less together with the three storied portion of brick built dwelling house the kitchens, two privies and the tiled shed erected thereon or on part thereof situate lying at and being the Southern portion of premises No. 2B, Sitakanta Banerjee Lane in the town of Calcutta more particularly described in the Schedule hereunder written and delineated and marked as Lot 'A' and bordered by red lines in the map or plan hereto annexed OR HOWSOEVER OTHERWISE the said piece or parcel of land hereditaments and premises hereby transferred or any part thereof now are or is heretofore were or was situated butted bounded called known numbered described or distinguished, free from all encumbrances attachments liens charges trust debuttar wakf claim demand lispendens lease or agreement for lease scheme of acquisition by Government or alignment by Corporate body or authority together with all buildings fixtures yards courts areas sewers drains ways paths passages common fences walls waters water-courses lights rights liberties benefits advantages of ancient or other rights privileges easements and appurtenances whatsoever to the said land building or dwelling house hereditaments and premises belonging to or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto and all the estate right title interest property claim and demand whatsoever of the Vendors in to or upon their said land building dwelling

dwelling house hereditaments and premises or any part thereof TOGETHER WITH all deeds pattahs and muniments of title whatsoever in anywise relating to or concerning the said building dwelling house hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendors or any other person or persons from whom they can or may procure the same without any action or suit TO HAVE AND TO HOLD the said land building dwelling house hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchasers absolutely and forever free from all encumbrances of whatsoever nature (hereinafter referred to as the said premises) and the Vendors do hereby covenant with the Purchasers that notwithstanding any act deed or thing by the Vendors or by any of their predecessors in title done executed or knowingly suffered to the contrary, they the Vendors are now lawfully - rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or to make void the same AND that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendors have good right full power and absolute authority and indefeasible title to grant convey, transfer and assign the said premises hereby granted or expressed so to be unto the Purchasers AND the Purchasers 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 or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them or any

any of them or from or under any of their predecessors in title AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and uncumbrances whatsoever erected by the Vendors or by any of their predecessors in title or any person or persons lawfully or equitably claiming from under or in trust for them and further that the Vendors and all person or persons having or lawfully or equitably claiming any estates or interest in the said premises or any part thereof from under or in trust for the Vendors or from or under any of their predecessors in title 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 or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the Purchasers as shall or may be or reasonably required.

THE SCHEDULE above referred to.-

ALL THAT the three-storied portion of the messuage tenement or dwelling house containing three living rooms (bed rooms) one on each floor, kitchens, two privies and one tiled shed on the East together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected or built containing an area of 2 cottahs, 2 chittacks and 5 square feet be the same a little more or less situate lying at and being the divided and demarcated Southern portion of the premises No. 2B, Sitakanto Banerjee Lane in Sutanuty in the North Division of the town of Calcutta and marked as Lot 'A' and bordered by red in the map or plan annexed herewith together with the boundary wall on the South, portion of boundary wall up to the partition line of the building on the West, portion of boundary wall on the East

East upto the partition wall, together with all existing rights, easements, privileges, appendages and appurtenances thereunto belonging AND BOUNDED on the North by the partition wall and the Northern portion of the premises being Lot 'B', on the South partly by the boundary wall belonging to this allotment and beyond thereto partly by the premises No. 18/9, Raja Rajballav Street and partly by the common passage, on the East partly by premises No. 8A, Dr. Bepin Behari street and partly by Sitakanta Banerjee Lane and on the West by the portion of boundary wall of this Lot 'A' and beyond thereto by premises No. 19/11/1A, Raja Rajballav Street, Calcutta OR HOWSOEVER OTHERWISE the said Lot 'A' is or was butted bounded called known numbered or distinguished.

IN WITNESS whereof the Vendors have set and subscribed their hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed Vendors Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee in the presence of :

Bijoy Kumar Mukherjee
Ajoy Kumar Mukherjee
Sanjoy Kumar Mukherjee

A. N. Das
Solicitor & Advocate High Court
Calcutta

Ram Ratan Chakraborty
44E, Nanda Lal Mitra Lane
Calcutta 40.

RECEIVED of and from the withinnamed Purchasers the within mentioned sum of Rs. 48,000/- (Rupees Forty-eight thousand only) being the entire consideration money paid by the Purchasers to the Vendors as per Memo below :

0
0
0
0
0
Rs. 48,000/-
Rs. 48,000/-

MEMO OF CONSIDERATION:

| | | |
|--|-----|---------------------|
| By earnest money paid to the Vendors jointly on 18th day of May, 1979. ... | Rs. | 3,001.00 |
| By cheques no 073124 dtd 17.9.79 for Rs 5000/- on U.Co Bank, Jaldhara Avenue | | 5000.00 |
| " " 073125 dtd 17.9.79 for Rs 5000/- " " " | | 5000.00 |
| " " 073126 dtd 18.9.79 for Rs 5000/- " " " | | 5000.00 |
| " " 995943 dtd 23.9.79 for Rs 5000/- State Bank, Jaldhara, Sarabha | | 5000.00 |
| " " 995942 dtd 23.9.79 for Rs 5000/- " " " | | 5000.00 |
| " " 995944 dtd 25.9.79 for Rs 5000/- " " " | | 1500.00 |
| " " 995945 dtd 10.11.79 for Rs 1500/- " " " | | 1500.00 |
| " " 99946 dtd 10.11.79 for Rs 1500/- " " " | | 1500.00 |
| " " 99944 dtd 10.11.79 for Rs 1500/- " " " | | 1500.00 |
| " " 073128 dtd 10.11.79 for Rs 1500/- U.Co. Bank J. M. Area | | 1500.00 |
| " " 073129 " 10.11.79 for Rs 1500/- " " " | | 1500.00 |
| " " 073128 " 10.11.79 for Rs 1500/- " " " | | 1500.00 |
| By cash paid today | | 5999.00 |
| | | <u>Rs. 48,000/-</u> |

Ram Retan Chakraborty

(Rupees Forty-eight thousand only)

WITNESSES:

J. N. Sarkar
Ram Retan Chakraborty
44B, Nanda Sall Mitra Lane
Calcutta-60.

Bijoy Kumar Debbarma
Ajoy Kumar Debbarma
Sanjay Kumar Debbarma

PLAN OF PRE. NO. 2 B,
SITAKANTA BANERJEE LANE, CALCUTTA-5.

SCALE :- 10'-0" = 1. INCH.

AREA :-
K. CH. SFT.
3. 1. 30.

LOT. A :- SRI. BIJOY KUMAR MUKHERJEE.
SRI. AJOY " "
SRI. SANJOY " "

LOT. B :- SRI. BISWA NATH MUKHERJEE.

*Bijoy Kumar Mukherjee
Ajay Kumar Mukherjee
Sanjoy Kumar Mukherjee*

Witness:

*P. N. Lahaan
Ram Ratan Chakrabarty*

PRE. NO. 18/11/A
RAJA RAJBALLAV STREET.

PRE. NO. 18/11/B,
RAJA RAJBALLAV STREET.

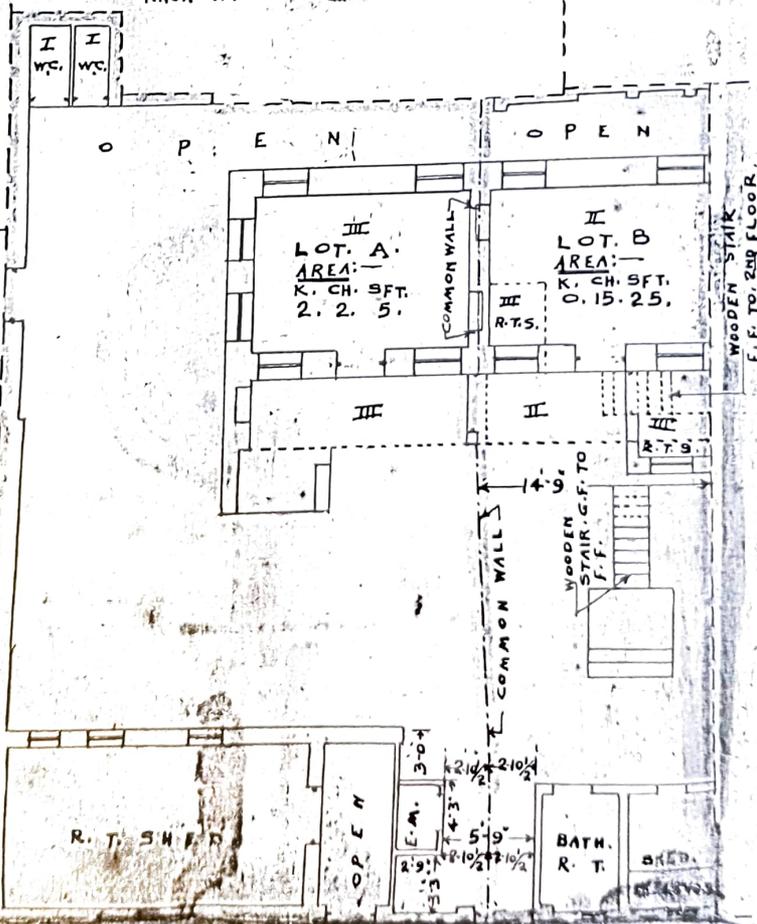
COMMON PASSAGE TO PRE. NOS. 18/9
18/10 & 18/11, TO RAJA RAJBALLAV STREET.

PRE. NO. 18/9,
RAJA RAJBALLAV STREET.

PRE. NO. 2A,
SITAKANTA BANERJEE LANE.

PRE. NO. 8A,
DR. BIPIN BEHARI STREET.

SITAKANTA BANERJEE LANE.



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No. ~~6989~~
Form No. 275
Vol. 164 179
Reg. No. 6484
Year 1949

one



W. N. S.
19.6.80.

W. N. S.

DATED this 12th day of December, 1970.

W. N. S.
12/12/70

Sri Bijoy Kumar Mukherjee & Ors.

- And -

Sri Parimal Majumdar & Anr.

5+1
= 6

CONVEYANCE.



W. N. S.

12/12/70

Mr. Saroj Nath Sarkar,
Solicitor & Advocate,
6, Dr. Bepin Behari St,
Calcutta.-