



STAMP AFFIXED BY
STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE

Fee paid

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For Registrar
24 Pergunnas

THIS INDENTURE made this 16th day of December 1940 thousand
 nine hundred forty five BETWEEN ANANDA KUMAR MUKHERJEE son of Phani Bhusan
 Mukherjee deceased Hindu landholder and Merchant residing at No.3 Sunny Park
 Ballygunge in the suburbs of Calcutta ARYA-KUMAR MUKHERJEE son of Prosad Kumar
 Mukherjee deceased Hindu landholder residing at No.3 Sunny Park Ballygunge in
 the suburbs of Calcutta AND JYOTSNA KUMAR MUKHERJEE son of the said Prosad
 Kumar Mukherjee deceased Hindu Landholder at present residing at the Black
 Rock College Dublin in Ireland (a minor under the age of 21 years represented
 by his certificated Guardians Mrs. Florence Mukherjee and the said Ananda Kumar
 Mukherjee appointed by the District Judge of Twenty Four Pergunnas in Case No.
 122 of 1940 of the said Court under Act VIII of 1890) hereinafter referred to
 as "the VENDORS" (which expression shall unless repugnant to the subject or
 context be deemed to include their respective heirs executors administrators
 representatives and assigns) of the First Part AND MRS. FLORENCE MUKHERJEE
 widow of the said Prosad Kumar Mukherjee deceased Hindu Landholder residing
 at No.3 Sunny Park Ballygunge in the suburbs of Calcutta hereinafter referred
 to as the CONFIRMING PARTY (which expression shall unless repugnant to the
 subject or context be deemed to include her heirs executors administrators
 representatives and assigns) of the Second Part AND AMAL KUMAR DEY son of
 Ashutosh Dey Hindu merchant residing at No.100/5/1A Surendra Nath Banerjee
 Road in the town of Calcutta hereinafter referred to as "the PURCHASER"
 (which expression shall unless repugnant to the Subject or context be deemed
 to include his heirs executors administrators representatives and/or assigns)
 of the Third Part WHEREAS Sreemutty Hiranmoyee Mukherjee wife of the said Phani
 Bhusan Mukherjee was the absolute and sole beneficial owner of the premises
 Nos. 53/3 and 54 Hazra Road in the suburbs of Calcutta fully described in
 Parts I and II of the Schedule hereunder written AND WHEREAS the said Sreemutty
 Hiranmoyee Mukherjee who was during her life time and at the time of her death
 a Hindu governed by the Bengal School of Hindu Law died intestate on the
 thirteenth June One thousand nine hundred twenty five leaving her surviving
 the---



the said Prosad Kumar Mukherjee and the said Ananda Kumar Mukherjee her two sons and only heirs under the said law AND WHEREAS on the death of the said Sreemutty Hiramoyee Mukherjee each of her two sons namely the said Prosad Kumar Mukherjee and the said Ananda Kumar Mukherjee became entitled to an undivided half share in the properties left by the said Sreemutty Hiramoyee Mukherjee including the said premises Nos. 53/3 and 54 Hazra Road in the suburbs of Calcutta fully described in Parts I and II of the Schedule hereunder written AND WHEREAS the said Prosad Kumar Mukherjee who was during his lifetime and at the time of his death a Hindu governed by the Bengal School of Hindu Law died intestate on the Fourteenth August One thousand nine hundred thirty five leaving him surviving his two minor sons the said Arya Kumar Mukherjee and the said Jyotana Kumar Mukherjee his only heirs under the said law and also his widow the said Mrs. Florence Mukherjee and being seized and possessed of inter alia an undivided half share in the said premises Nos. 53/3 and 54 Hazra Road AND WHEREAS on the death of the said Prosad Kumar Mukherjee each of his said two sons namely the said Arya Kumar Mukherjee and the said Jyotana Kumar Mukherjee became entitled to an undivided one fourth share in the said premises Nos. 53/3 and 54 Hazra Road in the suburbs of Calcutta fully described in Parts I and II of the Schedule hereunder written AND WHEREAS by an order made in Act VIII Case No. 127 of 1934 of the Court of the District Judge of Twenty four Parganas and dated the Twenty fifth January One thousand nine hundred thirty five the said Mrs. Florence Mukherjee was appointed the guardian of the persons and properties of her said two minor sons namely the said (1) Arya Kumar Mukherjee and the said (2) Jyotana Kumar Mukherjee during the respective periods of their minority that is to say until (1) Seventeenth October One thousand nine hundred forty three and (2) Fourth September One thousand nine hundred fifty on which dates the said minors would attain their respective ages of majority AND WHEREAS by another order made in Act VIII Case No. 122 of 1940 of the Court of the District Judge of Twenty Four Parganas and dated the Seventeenth August One thousand nine hundred forty the said Mrs. Florence Mukherjee and the said Ananda Kumar Mukherjee were appointed the joint guardians of the persons and properties of the said minors Arya Kumar Mukherjee and Jyotana Kumar Mukherjee AND WHEREAS the said Arya Kumar Mukherjee has attained majority on the Seventeenth October One thousand nine hundred forty three AND WHEREAS the said Jyotana Kumar Mukherjee is still a minor AND WHEREAS the said Ananda Kumar Mukherjee is entitled to an undivided half share and the said Arya Kumar Mukherjee and Jyotana Kumar Mukherjee are jointly entitled to the remaining undivided half share in the said premises Nos. 53/3 and 54 Hazra Road in the suburbs of Calcutta fully described in Parts I and II of

the Schedule hereunder written portions whereof are hereby intended to be granted conveyed and transferred as the absolute beneficial owners thereof AND WHEREAS the Vendors on the Twenty fifth day of June One thousand nine hundred forty five agreed ~~xxx~~ and contracted in writing with the Purchaser and the other persons therein mentioned (and therein referred to as the Purchasers) for the absolute sale to them of the said messuages lands hereditaments and premises and the inheritance thereof in fee simple in possession or an estate equivalent thereto free from all encumbrances at or for the price of Rs.1,74,500/- (Rupees One lac seventy four thousand and five hundred) and on the said Twenty fifth day of June One thousand nine hundred forty five received from the said Purchasers the sum of Rs.1001/- (Rupees One thousand one) as and by way of earnest and in part payment of the purchase money AND WHEREAS it was provided in the said Agreement for Sale dated the Twenty fifth day of June One thousand nine hundred forty five that the sale of the share of the said minor Vendor namely the said Jyotana Kumar Mukherjee in the said premises would be subject to his said guardians obtaining from the Court of the District Judge of Twenty four Parganas sanction to sell to the Purchasers the said minor Vendor's share in the said premises in terms of the said Agreement for Sale AND WHEREAS the said guardians of the said minor Vendor applied to the District Judge of Twenty four Parganas in the said Act VIII Case No.122 of 1940 on the Twenty seventh July One thousand nine hundred forty five for such sanction as aforesaid AND WHEREAS by an order made by the said Court in the said Act VIII Case No.122 of 1940 and dated the Tenth August One thousand nine hundred forty five the said guardians of the said minor Vendor Jyotana Kumar Mukherjee were authorised to sell to the said Purchasers the said minor Vendor's share in the said premises in terms of the said Agreement for Sale dated the Twenty fifth June One thousand nine hundred forty five subject to the purchase money mentioned therein namely Rs.1,74,500/- (Rupees One lac seventy four thousand and five hundred) being raised to Rs.1,80,000/- (Rupees One lac eighty thousand) and the deposit in the said Court of the sum of Rs.45,000/- (Rupees forty five thousand) being the said minor Vendor's share of the said purchase money namely Rs.1,80,000/- (Rupees One lac eighty thousand) before the execution of the Conveyance or Conveyances to the said Purchasers and subject also to the deletion of paragraph 14 contained in the said Agreement for Sale AND WHEREAS it was inter alia provided in the said Agreement for Sale that the Vendors would at the request and cost of the said Purchasers execute and register separate Conveyances in favour of each of the said Purchasers or two or more of them jointly in respect of such lot or lots into which the said Purchasers might agree to subdivide the said premises amongst themselves for such price or prices that they might agree upon AND WHEREAS the said Purchasers have agreed to subdivide the said premises amongst themselves in the manner shown in the plan annexed hereto AND WHEREAS the total value of the lots shown in the said plan amounts--

amounts to Rs.1,80,000/- (Rupees One lac eighty thousand) AND WHEREAS it has been agreed by and between the said Purchasers that the said Amal Kumar Dey would purchase Lot No.1 shewn in the said plan and therein enclosed within green borders at or for the price of Rs.83,617-8-0 (Rupees eighty three thousand six hundred seventeen annas eight) and ~~the said~~ Lal Mohan Dey would purchase Lot No.2 shewn in the said plan and therein enclosed within red borders at or for the price of Rs.36,200/- (Rupees Thirty six thousand two hundred) and ~~the said~~ Pravat Kumar Dey would purchase Lot No.3 shewn in the said plan and therein enclosed within blue borders at or for the price of Rs.28,960/- (Rupees Twenty eight thousand nine hundred sixty) and ~~the said~~ Sushil Kumar Dey would purchase Lot No.4 shewn in the said plan and therein enclosed within yellow borders at or for the price of Rs.16,290/- (Rupees sixteen thousand two hundred ninety) and ~~the said~~ Debendra Nath Dey and Milan Kumar Dey would jointly purchase Lot No.5 shewn in the said plan and therein enclosed within brown borders at or for the price of Rs.14,932-8-0 (Rupees fourteen thousand nine hundred thirty two annas eight) making altogether the said sum of Rs.1,80,000/- (Rupees One lac eighty thousand)

AND WHEREAS it has been agreed by and between the Purchasers that the original documents of title relating to the said premises Nos.53/3 and 54 Hazra Road which would be received by them from the Vendors would remain in the custody of the said Amal Kumar Dey he being the Purchaser of the lot of the highest value and that he would enter into an agreement with the other Purchasers for the production thereof as and when they might require the same AND WHEREAS the Purchasers have pursuant to the said order dated the Tenth August One thousand nine hundred forty five deposi-

15th day of December 1945 the said sum of Rs.45,000/- (Rupees forty five thousand) being the share of the said minor Vendor Jyotana Kumar Mukherjee in the total purchase money namely the said sum of Rs.1,80,000/- (Rupees One lac eighty thousand) AND WHEREAS for the greater safety and satisfaction of the said Purchasers the said Mrs. Florence Mukherjee has at the request of the Vendors and in consideration of the premises agreed in her personal capacity to join in the Conveyances to the said Purchasers and to concur in and confirm the sales and transfers of the different portions of the said premises to the said Purchasers in the manner aforesaid NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.83,617-8-0 (Rupees eighty three thousand six hundred seventeen annas eight) at or immediately before the execution of these presents paid by the Purchaser to the Vendors

(the

(the receipt whereof and that the same is in full for the price of the message land hereditaments and premises fully described in Part III of the Schedule hereunder written the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and discharge the Purchaser and also the said message land hereditaments and premises) the Vendors do and each of them doth hereby grant convey transfer sell assure and assign and the Confirming Party doth hereby in her personal capacity concur therein and confirm unto the Purchaser ALL AND SINGULAR all that the message land hereditaments and premises being portions of the premises Nos. 53/3 and 54 Hazra Road in the suburbs of the town of Calcutta fully described in Part III of the Schedule hereunder written and delineated in the map or plan annexed hereto and therein enclosed within green borders and hereinafter referred to as the said message land hereditament and premises OR HOWSOEVER OTHERWISE the said message land hereditaments and premises or any part thereof now are or is or at any time heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER with all houses out houses huts and buildings of every kind yards ways paths common and other passages water water-courses and all manner of former and other rights liberties privileges easements and profits whatsoever to the said message land hereditaments and premises belonging or in any wise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto AND the reversion and reversions remainder and remainders rents issues and profits thereof AND all the estate right title interest inheritance use trust property possession claim and demand whatsoever both at law and in equity of them the Vendors and each of them and the said Confirming Party in to or upon the said message land hereditaments and premises and every part thereof AND all deeds pottahs muniments and writings and other evidences of title which in any wise relate to the said premises or any part thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendors or their heirs executors administrators or representatives or in the custody power or possession of any person or persons from whom he or they or any of them may procure the same without action or suit TOGETHER with the full benefit of the covenant for production of documents of title contained in the Indenture of Conveyance from the Sakhi Silpa Samity to Sreemutty Hiramoyee Devi dated the Fifteenth October One thousand nine hundred twenty two and registered at the office of the Registrar of Assurances Calcutta in Book No. I Volume No. 29 at pages 182 to 191 being No. 1821 for the year 1923 TO HAVE AND TO HOLD the said message land hereditaments and premises unto and to the use of the Purchaser his heirs----

REGISTRAR
of Assurances

heirs and assigns absolutely and for ever free from all encumbrances whatsoever AND the Vendors and the Confirming Party do and each of them doth hereby covenant with the Purchaser that notwithstanding any act deed matter or thing by the Vendors or by any of their predecessors in title made done or executed or knowingly suffered to the contrary they the Vendors now have good right full power and absolute authority to grant transfer convey sell assure and assign the said message land hereditaments and premises hereby granted transferred conveyed sold assured and assigned or expressed or intended so to be unto and to the use of the Purchaser AND that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said message land hereditaments 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 the Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for them or any of them or from under or in trust for any of their predecessors in title AND that freed and discharged from or otherwise by them the Vendors their respective heirs executors administrators and representatives indemnified against all such estates encumbrances claims or demands created made or occasioned by the Vendors or by any of their predecessors in title or by any person or persons lawfully or equitably claiming from under or in trust for any of them AND FURTHER that the Vendors and the Confirming Party and all person or persons having or lawfully or equitably claiming any estate or interest in the said message land hereditaments and premises or any part thereof from under or in trust for the Vendors or from under or in trust for any of their predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do or execute or cause to be done or executed all such acts deeds and things for further and more perfectly assuring the said message land hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO.

Part I.

ALL THAT piece or parcel of land (together with partly one storied and partly two storied brick built messuages or dwelling house standing on a portion thereof) containing by estimation One Bigha One Cottah Thirty-five Square feet be the same a little more or less being Holding No. 76A (formerly forming part of Holding No. 76 and originally Holdings Nos. 48 and 54) Sub-Division 0, Division VI, Dahi Panchennagram Thana Ballygange Sub-Registry Office Alipore District 24 Perganahs within the extended

area of the Corporation of Calcutta and bearing Municipal premises No. 53/3 Hazra Road (formerly forming part of No.55 Garishat Road) and butted and bounded on the NORTH by Hazra Road on the EAST by No.55 Garishat Road belonging to Sakhi Shilpa Samity on the SOUTH by 37 Garcha Road and on the WEST by No.54 Hazra Road and paying an annual Government Revenue of Re.1/7/1 (Rupee one annas seven and pie one) in respect of the said Holding No.76A to the Alipore Collectorate, since redeemed.

PART II.

ALL THAT piece or parcel of land or ground containing by estimation One Bigha Five Cottahs Eight Chittacks Forty Square Feet be the same a little more or less being Holding No.74 (formerly No.53) Sub-Division O, ~~Division VI~~ Division VI, Dihi Panchannagram Thana Ballygunge Sub Registry Alipore District 24 Pergannas but within the extended area of the Corporation of Calcutta and bearing Municipal premises No.54 Hazra Road (formerly No.36 Garcha Road) and butted and bounded in manner following that is to say on the NORTH by Hazra Road on the SOUTH by land and building belonging to Mrs. S. B. Mitra on the EAST by No.53/3 Hazra Road and on the WEST by No.54/1 Hazra Road belonging to Sm. Kalyani Debi and paying an annual Government Revenue of Re.1/13/10 (Rupee one annas thirteen and pie ten) to the Collectorate of Alipore in respect of the said Holdings, since redeemed.

PART III.

ALL AND SINGULAR all that two storied brick built message tenement or house together with the piece or parcel of revenue redeemed land on part whereof the same is erected and built containing by measurement Nineteen Cottahs, three Chittacks ^{and ten square feet} ~~and 7 inches~~ be the same a little more or less having a frontage of 171 feet on the Hazra Road situate lying at and being portions of Nos. 53/3 and 54 Hazra Road and comprised in Holdings Nos.76A (formerly part of Holding No.76 and originally Holdings Nos.48 and 54) and Holding No.74 (formerly Holding No.53) in Sub Division O Division VI Dihi Panchannagram Thana Ballygunge Sub Registry Alipore District Twenty four Pergannas within the extended area of the Corporation of Calcutta and delineated in the map or plan annexed hereto and therein shewn as Lot No.1 and therein enclosed within green borders and butted and bounded on the NORTH by Hazra Road on the SOUTH by the premises No.37 Garcha Road on the EAST partly by the premises No.37 Garcha Road and partly by the premises No.54 Garishat Road on the WEST by Lot No.2 shewn in the said plan.

IN WITNESS WHEREOF the Vendors and the Confirming Party have
hereunto---

hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the Vendor at No
10 Old Post Office Building
in the presence of
S. K. Prasad
S. K. Prasad
S. K. Prasad

[Handwritten signature]

My Seal

[Handwritten signature]

My Seal

By the Purchaser
S. K. Prasad
S. K. Prasad

My Seal

[Handwritten signature]

My Seal



RECEIVED the day month and year first above written from the withinnamed Purchaser the sum of Rupees Eighty three thousand six hundred seventeen annas eight within mentioned to have been paid by him to us as consideration for this Conveyance.

Rs. 83,617--8--0

MEMO OF CONSIDERATION.

Received as earnest money as foresaid Rs. 1001--0--0

Received today as follows:-
By part of Rs.45,000/- deposited as aforesaid in the Court of the District Judge of Twenty four Pergunnah in the said Act VIII Case No.122 of 1940 being the share of the minor Vendor Jyotsna Kumar Mukherjee. Rs. 40904--6--0
By six pieces Reserve Bank of India notes of Rs.10,000/- each Nos.A 128603,A 128604,A 113503,A 113519,A 113520
and A 113521 Rs. 60000--0--0

By seventeen pieces of Rs.100/- each Rs. 1700--0--0
By one piece ten rupee note Rs. 10--0--0
By two pieces one rupee notes Rs. 2--0--0
Shal coin Rs. 0--3--0

Rs. 83,617--8--0

(Rupees Eighty three thousand six hundred seventeen annas eight only)

[Handwritten notes]

5(39)
DATED THE 17th DAY OF December 1944

10/11/44

1992 (155000)
55/37



ANANDA KUMAR ENGINEER & ORS.

ANAL. ENGINEER, DEPT.

FROM

TO

COMPLIANCE



5/12/45
Dy. Assistant
Engr. Corporation
at

33

UTTRA & MERHATI

Handwritten signature and scribbles
F. A. Com. No. 124/22/14 to (10)

Registrar
at Patna

2/8/45
5000
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29/29
for the year 1944

20/10/45