


$$\begin{array}{r} 1572 \\ \times 156 \\ \hline 1578 \end{array}$$
$$\begin{array}{r} 172 \\ \times 6 \\ \hline 1787 \end{array}$$

THIS INDENTURE MADE THIS 28th day of April One thousand
nine hundred and forty-one BETWEEN BHUPATI CHARAN DEY CHOWDHURY
BIEHUTI BHUSAN DEY CHOWDHURY, GOBORDHONE DEY CHOWDHURY,
PROMOTHO NATH DEY CHOWDHURY AND KANAI LAL DEY CHOWDHURY, all
sons of late Rakhal Das Dey Chowdhury AND SM. PROVABATI DASSI,
widow of late Ashutosh Dey Chowdhury, ADITYA KUMAR DEY -
CHOWDHURY, son of late Bejoy Gopal Dey Chowdhury SM. DURGABALA
DASSI, widow of the said late Bejoy Gopal Dey Chowdhury
NARAYAN DAS DEY CHOWDHURY, son of late Rakhal Das Dey Chowdhury
SIDDHESWAR DEY CHOWDHURY And KHAGESWAR DEY CHOWDHURY, sons of
late Anath Bandhu Dey Chowdhury, all by caste Tili, Zemindars
residing at Mirhat, Baidyapur P.O., Thana and Sub Registration
Office Kalna, District Burdwan at present residing at 80/1
Pathuriaghatta Street, Calcutta AND SURESH CHANDRA GHOSE, son

of

Presented for registration at 12.15 PM
 at the Calcutta Registration office
 on the 30 day of May 1941
 By *Narayan Das Choudhury*

One of the executants

[Signature]
 Registrar of Assurances
 Calcutta.

3/5/41

[Signature]
 I declare in witness
 By *Narayan Das Choudhury*
 son of *Sahab Lal Choudhury*
 of *80/1, Pathuri Chatterjee Street, Calcutta*
 By caste *Hindu*
 My profession *a merchant, and by Anwar Choudhury*
brother, son of Anwar Choudhury brother of
*the same place, by caste *Sikhs**
profession a merchant (as agent or
contract attorney for his father, Anwar
Choudhury).

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I declare
 By *Rajendra Nath Choudhury*
 son of *Sahab Lal Choudhury*
 of *80/1, Pathuri Chatterjee Street, Calcutta*
 By caste *Hindu*
 My profession *Choudhury, P.O. Solicitor*

[Signature]
 Registrar of Assurances
 Calcutta.

Rajendra Nath Choudhury

3/5/41

of late Biswa Nath Ghose, Sadgope, Trader, residing at Mirhat P.O. Baidyapur, Thana and Sub Registry Kalna, District Burdwan hereinafter called "THE VENDORS" (which expression shall unless repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART AND GANPATRAI TAPARIA, son of Jagannath Taparia deceased by caste Taparia by occupation landholder and trader residing at No.37 Armenian Street in the town of Calcutta hereinafter called "THE PURCHASER" (which term shall unless repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART WHEREAS by the Return dated 13th day of September 1872 the Commissioners of Partition appointed in suit No.526 of 1870 (wherein Sm.Anandamoyee Dasse was the plaintiff and Gopal Chandra Bysack and Gopi Mohan Bysack were the defendants) of the High Court of Calcutta, allotted to the plaintiff 6 Cottahs 13 Chittacks 19 sq.ft. of land with - buildings standing on part thereof as her one equal fourth part or share and 19 Cottahs 2 Chittacks 2 sq. ft. of land with buildings standing on part thereof to the defendants as and for their joint three equal fourth parts or shares of and in the premises No.80 Pathuriaghata Street AND WHEREAS by an order dated 20th day of September 1872 the said Return of the said Commissioners was duly confirmed AND WHEREAS the said Gopal Chandra Bysack and Gopee Mohan Bysack subsequently made a division between themselves of their said 3/4th parts or shares of and in the said premises No.80 Pathuriaghata Street so allotted to them as aforesaid and had separate assessment numbers put on their respective shares therein, share of the said Gopee Mohan Bysack being numbered 80/1 and the share of the said Gopal Chandra Bysack being numbered 80/2 Pathuriaghata

Intention: *agreed*
 By *Dr. J. J. J. J.*
 son of *Dr. J. J. J. J.*
 By caste *Dr. J. J. J. J.*
 By profession *a student*
 Agent for *Sidheswar Day Chowdhury & Khageswar Day Chowdhury*
 under a power-of-attorney
 (No. *21.0* for *1.10.0*)
 authenticated by the Registrar/
 Sub-Registrar of *Calcutta*

Not identified by
Dr. Hari Lal Chatterjee, son of Shri K. N. Chatterjee
Chatterjee 2, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
by case number 1/10/1000

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Swij Padarika
Agent for Sidheswar Day Chowdhury and
Khageswar Day Chowdhury.

Mandae Mukerji
Registrar of Assurances
Calcutta.

5/5/41



Sumitran
Registrar of Assurances
Calcutta.

Street WHEREAS by a Conveyance bearing date the 14th day of August 1877 Sarbeswar Dey Chowdhury, Ram Charan Dey Chowdhury and Sreenath Dey Chowdhury purchased from Gopee Mohan Bysack the 16 annas share in the premises No.80/1 Pathuriaghatta Street in the joint names of their respective eldest sons Bonomali Dey Chowdhury, Shamsunder Dey Chowdhury and Radha Binode Dey Chowdhury AND WHEREAS by another conveyance bearing date the 15th day of August 1877 the said Sarbeswar Dey Chowdhury, Ram Charan Dey Chowdhury and Sreenath Dey Chowdhury purchased from Harendra Nath Mukherjee the 16 annas share of the said Gopal Chandra Bysack in the premises No.80/2 Pathuriaghatta Street in the joint names of their respective said eldest sons Bonomali Dey Chowdhury, Shamsunder Dey Chowdhury and Radha Binode Dey Chowdhury AND WHEREAS the said Sarbeswar Dey Chowdhury died intestate several years ago leaving Bonomali Dey Chowdhury his only son and heir to an undivided one-third or 48/144th part or share being 5 annas 6 gandas 2 kara 2 kranti in the said two premises No.80/1 and 80/2 Pathuriaghatta Street in the town of Calcutta AND WHEREAS the said Bonomali Dey Chowdhury died leaving Rakhal Das Dey Chowdhury his only son and heir to the said undivided 1/3rd or 48/144th part or share being 5 annas 6 gandas 2 kara 2 kranti in the said two premises - AND WHEREAS the said Ram Charan Dey Chowdhury died intestate several years ago leaving Shamsunder Dey Chowdhury, Nani Gopal Dey Chowdhury, Gour Dulal Dey Chowdhury, Satya Gopal Dey Chowdhury, Santosh Chandra Dey Chowdhury and Nritya Gopal Dey Chowdhury his six sons and heirs to an undivided 1/3rd part or 48/144th part or share being 5 annas 6 gandas 2 kara 2 kranti in the said two premises AND WHEREAS the said Shamsunder Dey Chowdhury, Nani Gopal Dey Chowdhury, Gour Dulal Dey Chowdhury, Satya Gopal Dey Chowdhury, Santosh Chandra Dey

Declaration admitted
 By Sale Chandra Chatterji
 son of Sale Chandra Chatterji of 38, Kala Lane, Ahmed
 By cust. Mr. M. S. Chatterji
 By profession an Advocate
 (Chatterji is attorney for Gobardhan Chatterji)
~~under a power of attorney~~
~~(No.)~~
~~authenticated by the Registrar/~~
~~Sub-Registrar at~~

Mani Chatterji
Mani Lal Mukherji, son of
Sale Mukherji
of
2, Mohan Lal Lane, Calcutta,
by cust. Babbar, of the firm
a Pleader before Judge's

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Charn Chandra Chatterji
Agent for Gobardhan Chatterji
Chatterji

Mani Lal Mukherji

3/5/11
3/5/11



3/5/11
Registrar of Assurances
Calcutta.

Chowdhury and Nritya Gopal Dey Chowdhury thus became each entitled to an undivided $1/18$ th or $8/144$ th part or share being 17 gandas 3 kara $1/3$ kranti share in the said two premises AND WHEREAS the said Sreenath Dey Chowdhury died intestate several years ago leaving Rajendra Mohan Dey Chowdhury as his only surviving son and heir to an undivided $1/3$ rd or $48/144$ th part or share being 5 annas 6 gandas 2 kara 2 kranti share in the said two premises AND WHEREAS the said Rajendra Mohan Dey Chowdhury died intestate several years ago leaving Bejoy Gopal Dey Chowdhury and Rakhal Das Dey Chowdhury his two sons and heirs to his undivided $1/3$ rd or $48/144$ th part or share being 5 annas 6 gandas 2 kara 2 kranti share in the aforesaid two premises AND WHEREAS the said Rakhal Das Dey Chowdhury, son of the said Rajendra Mohan Dey Chowdhury died intestate several years ago leaving Naraindas Dey Chowdhury his only son and heir to an undivided moiety in the said $1/3$ rd or $48/144$ th part or share that was of Rajendra Mohan Dey Chowdhury in the said two premises AND WHEREAS the said Bejoy Gopal Dey Chowdhury and the said Narain Das Dey Chowdhury thus became jointly entitled to an undivided $1/3$ rd or $48/144$ th part or share being 5 annas 6 gandas 2 kara 2 kranti share that was of Rajendra Mohan Dey Chowdhury in the said two premises AND WHEREAS the said Shamsunder Dey Chowdhury died intestate several years ago leaving Anath Bandhu Dey Chowdhury his only son and heir to his undivided $1/18$ th or $8/144$ th part or share being 17 gandas 3 kara $1/3$ rd kranti share in the said two premises AND WHEREAS the said Anath Bandhu Dey Chowdhury died intestate on or about 6th June 1922 leaving Siddheswar Dey Chowdhury and Khageswar Dey Chowdhury his two sons and heirs to his undivided $1/18$ th or $8/144$ th part or share being 17 gandas 3 kara $1/3$ rd kranti share in the said two premises AND WHEREAS the said Nani Gopal Dey Chowdhury died several years ago intestate and issueless leaving his widow Rajrani Dassi as his

sole heiress to his $1/18$ th or $8/144$ th part or share being
 17 gandas 3 kara $1/3$ rd kranti share in the aforesaid two premises
 AND WHEREAS the said Gour Dulal Dey Chowdhury died intestate
 several years ago leaving Monmotho Nath Dey Chowdhury and Kali
 Pada Dey Chowdhury his two sons and heirs to his undivided
 $1/18$ th or $8/144$ th part or share being 17 gandas 3 kara $1/3$ rd
 kranti share in the said two premises AND WHEREAS the said Santos
 Chandra Dey Chowdhury died several years ago leaving Panchu
 Gopal Dey Chowdhury his only son and heir to his undivided
 $1/18$ th or $8/144$ th part or share being 17 gandas 3 kara $1/3$ rd
 kranti share in the said two premises AND WHEREAS the said
 Panchu Gopal Dey Chowdhury by a conveyance dated 9th April 1925
 sold his $1/18$ th or $8/144$ th part or share being 17 gandas 3 kara
 $1/3$ rd kranti share in the said two premises to Siddheswar Dey
 Chowdhury and Khageswar Dey Chowdhury AND WHEREAS the said
 Siddheswar Dey Chowdhury and Khageswar Dey Chowdhury have thus
 become entitled to $8/144$ th + $8/144$ th = $16/144$ th part or share
 being 1 anna 15 gandas 2 kara $2/3$ rd kranti share in the said two
 premises AND WHEREAS the said Rajrani Dassi, widow of Nani Gopal
 Dey Chowdhury deceased died in or about July 1926 leaving her
 husband's two surviving brothers Satya Gopal Dey Chowdhury and
 Nritya Gopal Dey Chowdhury as heirs to the said $1/18$ th or $8/144$ th
 part or share being 17 gandas 3 kara $1/3$ rd kranti share that was
 of the said Nani Gopal Dey Chowdhury in the said two premises AND
 WHEREAS the said Satya Gopal Dey Chowdhury and Nritya Gopal Dey
 Chowdhury thus became each entitled to an undivided $1/18$ th + $1/36$
 = $3/36$ or $12/144$ th part or share being one anna 6 gandas 2 kara
 2 kranti share in the said two premises AND WHEREAS by a lease
 dated 8th August 1923 the said Rakhal Das Dey Chowdhury son of
 the said Bonomali Dey Chowdhury, Satya Gopal Dey Chowdhury and
 Bejoy Gopal Dey Chowdhury demised unto one Shamapada Kundu for a
 period of 21 years ALL THOSE pieces or parcels of vacant land and
 premises

1/18th
 8/144th
 S. Dey
 1925

1/18th
 1/36th
 S. Dey
 1925

premises being the back portion of premises Nos. 80/1 and 80/2 Pathuriaghatta Street fully described in the schedule to the said lease subject to the payment of the monthly rent of Rs.60/- and to all other covenants and conditions embodied in the said lease AND WHEREAS by a Bengali Kobala bearing date the 15th July 1925 the said Satya Gopal Dey Chowdhury and the said Monmotho Nath Dey Chowdhury and Kalipada Dey Chowdhury jointly transferred their respective aforesaid 1/18th or 8/144th part or share totalling 16/144th part or share being 1 anna 15 gandas 2 kara 2/3rd kranti or 2 danti in the said two premises to Rakhal Das Dey Chowdhury, son of the said Bonomali Dey Chowdhury and thus the said Monmotho Nath Dey Chowdhury and Kalipada Dey Chowdhury each became divested of any right title or interest in the said two properties and Satya Gopal Dey Chowdhury became entitled to the remaining undivided 1/36th or 4/144th part or share being 8 gandas 3 kara one two third kranti share that was inherited from the said Nani Gopal Dey Chowdhury on the demise of the said Rajrani Dassi in the said two premises AND WHEREAS the said Rakhal Das Dey Chowdhury, son of Bonomali Dey Chowdhury thus became entitled to $48/144th + 16/144th = 64/144th$ part or share being 7 annas 2 gandas two two-third kranti share in the said two premises AND WHEREAS on the 29th day of June 1926 the said Rakhal Das Dey Chowdhury, son of Bonomali Dey Chowdhury, died intestate leaving Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury, Ashutosh Dey Chowdhury and Kanailal Dey Chowdhury his six sons and heirs to an undivided 64/144th part or share being 7 annas 2 gandas and two two-third kranti share aforesaid in the said two premises AND WHEREAS on the 19th day of March 1927 the said Satya Gopal Dey Chowdhury died leaving Probodh Chandra Dey Chowdhury, Subodh Chandra Dey Chowdhury and Jyotish Chandra Dey Chowdhury his three

sons and heirs to his undivided 1/36th or 4/144th part or share aforesaid being 8 gandas 3 kara one-two-third kranti share in the said two premises AND WHEREAS the said Probodh Chandra Dey Chowdhury died leaving Sarat Chandra Dey Chowdhury, Tarapada Dey Chowdhury, Basanta Kumar Dey Chowdhury and Ram Krishna Dey Chowdhury his four sons and heirs to the estate left by him AND WHEREAS the said Subodh Chandra Dey Chowdhury, Jyotish Chandra Dey Chowdhury, Sarat Chandra Dey Chowdhury, Basanta Kumar Dey Chowdhury, Tarapada Dey Chowdhury and Ram Krishna Dey Chowdhury thus became jointly entitled to the said 1/36th or 4/144th part or share being 8 gandas 3 kara one two-third kranti share that was of the said Satya Gopal Dey Chowdhury in the aforesaid two premises AND WHEREAS on the 19th day of January 1928 the said Shamapada Kundu executed a Deed of Surrender whereby he surrendered unto the said Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury, Ashutosh Dey Chowdhury, Kanailal Dey Chowdhury, ^{Probodh Chandra Dey Chowdhury} Subodh Chandra Dey Chowdhury, Jyotish Chandra Dey Chowdhury, and Bejoy Gopal Dey Chowdhury, a part of the said demised premises fully mentioned and described in the Schedule to the said Deed of Surrender AND WHEREAS on the 6th day of October 1928 the said Shamapada Kunde executed a conveyance in favour of Sm. Jogemaya Dassi, widow of the said Bonomali Dey Chowdhury's son Rakhaldas Dey Chowdhury deceased aforesaid whereby the said Shamapada Kundu for the consideration therein mentioned granted and transferred unto the said Sm. Jogemaya Dassi his full absolute right title and interest in the said lease-hold land demised by the hereinbefore indenture of lease dated the 8th day of August 1923 aforesaid to hold the said lease-hold land unto the said purchaser Sm. Jogemaya Dassi for all the said residue of the term of the said lease dated the 8th day of August 1923 together with the two storied corrugated structures situate on the back portion of the said premises No. 80/1 Pathuriaghata Street AND WHEREAS the said Writya

Gopal Dey Chowdhury died issueless leaving his only widow Sm. Lilabati Dassi as his sole heiress to his $1/18\text{th} + 1/12\text{th}$ or $12/144\text{th}$ part or share being 1 anna 6 gandas 2 kara 2 kranti share in the said two premises AND WHEREAS by a Bengali Kobala bearing date the 18th December 1934 the said Sm. Lilabati Dassi sold and transferred the said $12/144\text{th}$ part or share being 1 anna 6 gandas 2 kara 2 kranti share that was of her said husband in the said two premises to the Vendor Suresh Chandra Ghose AND WHEREAS the said Ashutosh Dey Chowdhury died intestate on or about the 15th August 1933 leaving his widow Sm. Probhabati Dassi as his sole heiress to the estate left by him AND WHEREAS the said Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury, Sm. Probhabati Dassi and Kanailal Dey Chowdhury have thus become jointly entitled to an undivided $64/144\text{th}$ part or share being 7 annas 2 gandas two two-third kranti share aforesaid in the said two premises AND WHEREAS by a Bengali Kobala bearing date 12th July 1934 the said Bejoy Gopal Dey Chowdhury and Naraindas Dey Chowdhury sold and transferred their $12/144\text{th}$ part or share being 1 anna 6 gandas 2 kara 2 kranti share in the said two premises to the said Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury Sm. Probhabati Dassi and Kanai Lal Dey Chowdhury and thus the said Bejoy Gopal Dey Chowdhury and Naraindas Dey Chowdhury became jointly entitled to the remaining $36/144\text{th}$ part or share being 4 annas in the said two premises and the said Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury, Sm. Probhabati Dassi and Kanai Lal Dey Chowdhury became entitled to $64/144\text{th} + 12/144\text{th} = 76/144\text{th}$ part or share being 8 annas 8 gandas 3 kara one two-third kranti share in the said two premises AND WHEREAS by a Bengali Kobala bearing date the 16th October 1936 the said Suresh Chandra Ghose sold an undivided $5/144\text{th}$ part or share

being 11 gandas one one-third kranti share out of his 1 anna 6 gandas 2 kara 2 kranti share in the aforesaid two premises to the said Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury Kanailal Dey Chowdhury and Sm. Probhabati Dassi, widow of the said Ashutosh Dey Chowdhury and thus the said Suresh Chandra Ghose is now entitled to an undivided $7/144$ th part or share being 15 gandas 2 kara two two-third ^{Kranti} share in the said two premises and the said Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury, Sm. Probhabati Dassi and Kanai Lal Dey Chowdhury have jointly thus become entitled to an undivided $81/144$ th part or share being 9 annas in the said two premises AND WHEREAS by a Bengali Kobala bearing date the 12th June 1937 the said Subodh Chandra Dey Chowdhury, Jyotish Chandra Dey Chowdhury, Sarat Chandra Dey Chowdhury, Basanta Kumar Dey Chowdhury and Ram Krishn Dey Chowdhury sold and transferred their undivided $1/36$ th or $4/144$ th part or share being 8 gandas 3 kara one two-third kranti share that was left of Satya Gopal Dey Chowdhury in the said two premises to Siddheswar Dey Chowdhury and Khageswar Dey Chowdhury AND WHEREAS the said Siddheswar Dey Chowdhury and Khageswar Dey Chowdhury have thus become jointly entitled to $16/144$ th + $4/144$ th totalling $20/144$ th part or share being 2 annas 4 gandas 1 kara two one-third kranti share in the aforesaid two premises AND WHEREAS on the 12th August 1939 the said Bejoy Gopal Dey Chowdhury died intestate leaving Aditya Kumar Dey Chowdhury his only son and heir to the estate left by him and his sole widow Sm. Durgabala Dassi and thus the said Aditya Kumar Dey Chowdhury and the said Warain Das Dey Chowdhury are now jointly entitled to $36/144$ th part or share or 4 annas part or share in the aforesaid two premises and the said Sm. Durgabala Dassi has got widow's interest in the part or share that is of the said

Aditya

Aditya Kumar Dey Chowdhury in the aforesaid two premises AND WHEREAS the aforesaid two premises have all along since the date of the purchase and are still being used as one premises but bearing two Municipal numbers being 80/1 and 80/2 Pathuriaghata Street hereinafter fully described in the Schedule "A" and intended to be hereby conveyed AND WHEREAS the said Vendors Bhupati Charan Dey Chowdhury, Bibhuti Bhusan Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury, Sm. Probhabati Dassi, Kanai Lal Dey Chowdhury, Aditya Kumar Dey Chowdhury Naraindas Dey Chowdhury, Siddheswar Dey Chowdhury, Khageswar Dey Chowdhury and Suresh Chandra Ghose are the present 16 annas joint owners in possession of the said two premises Nos. 80/1 and 80/2 Pathuriaghata Street and fully described in the schedule

"A" hereunder written AND WHEREAS the said Sm. Jogemaya Dassi died intestate on or about *the first day of January 1941*

leaving the vendors Bhupati Charan Dey Chowdhury, Bibhuti Bhusan

Dey Chowdhury, Gobordhone Dey Chowdhury, Promotho Nath Dey Chowdhury and Kanai Lal Dey Chowdhury her only sons and heirs and legal representatives her surviving and no unmarried

daughter and thus the said sons of the said Sm. Jogemaya Dassi have become absolutely entitled to the said two storied corrugated structures together with the said demised land mentioned in the hereinbefore Indenture of lease dated 8th day of August 1923 AND WHEREAS the said Sm. Durgabala Dassi being a necessary party has at the request of the vendors agreed to join in the sale of the aforesaid two premises for the purpose of

perfecting the title of the purchaser thereto AND WHEREAS the said vendors have agreed to sell free from encumbrances and the

purchaser has agreed to purchase the said premises Nos. 80/1 and 80/2 Pathuriaghata Street including all buildings and corrugated structures fully described in the Schedule "A" hereunder written

at or for the price of Rs.85,000/- NOW THIS INDENTURE

WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 85,000/- (Rupees eighty five thousand only) to the said vendors paid by the said purchaser on or before the execution of these presents (the receipt whereof the said vendors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do hereby release for ever discharge the purchaser) they the said vendors ~~and the said Sm. Durgabala Dassi~~ do hereby grant transfer convey and assign absolutely unto the said purchaser free from encumbrances ALL THOSE the houses and premises Nos. 80/1 and 80/2 Pathuriaghatta Street in the town of Calcutta fully described in the schedule "A" hereunder written OR HOWSOEVER OTHERWISE the said land messuages hereditaments and premises or any part thereof now are or is or at any time heretofore were or was situated tenanted butted bounded known numbered described or distinguished TOGETHER WITH all houses out-houses edifices huts corrugated structures buildings coach-house godowns yards court-yards walls trees fences hedges ditches sewers drains water-ways tanks ways passages rights liberties prejudices easements profits appendages and appurtenances whatsoever to the said land and premises or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND ALL the estate right title interest inheritance reversion or reversions remainder or remainders uses trusts possession property claim and demand whatsoever of them the said vendors into and upon the said land messuages hereditaments and premises and every part thereof AND ALL the deeds pottahs and muniments and evidences of title writing and other documents whatsoever in anywise exclusively relating or concerning the same or any part thereof which now are in the

possession

possession of the vendors and set out in the Schedule "B" hereunder written or hereafter shall or may be in the possession power or control of the vendors or any other person or persons from whom they may procure the same without any action or suit TO HAVE AND TO HOLD the said lands - messuages hereditaments and premises hereby granted and conveyed or expressed so to be unto and to the use of the said purchaser absolutely for ever AND the said vendors do hereby covenant with the purchaser that notwithstanding any act deed or thing by the said vendors or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuages lands hereditaments and premises hereby granted and conveyed 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 things whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the said vendors have good right and full power to grant convey transfer and dispose of the said land messuages hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser his heirs and assigns in manner aforesaid AND THAT the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuages land hereditaments and premises and receive the rents 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 from or under any of their ancestors or predecessors in title and that free from all encumbrances whatsoever AND FURTHER that the said vendors and all persons having or lawfully or equitably claiming any estate right title or interest in the said messuages land hereditaments and premises or any part thereof from under or in trust from them or from or under any of their ancestors or - predecessors in title 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 or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said messuages land hereditaments and premises and every part thereof unto and to the use of the said purchaser in the manner aforesaid as shall or may be reasonably required AND WHEREAS the original documents set out in the Schedule "C" hereunder written also relate to properties belonging to the vendors Bhupati Charan Dey Chowdhury and his brothers jointly other than the properties hereby sold and conveyed and the said vendors intend to retain the said documents in their possession AND WHEREAS the original documents set out in the Schedule "D" hereunder written also relate to properties belonging to the vendors Siddheswar Dey Chowdhury and Khageswar Dey Chowdhury jointly other than the properties hereby sold and conveyed the said vendors intend to retain the said original documents in their possession and the said respective groups of vendors for themselves and their respective heirs representatives and assigns covenant with the purchaser his heirs representatives and assigns that the said respective groups of vendors shall unless prevented by fire theft loss or some other inevitable accident from time to time

and

and at all times hereafter upon every reasonable request and at the costs of the said purchaser his heirs representatives and assigns produce or cause to be produced unto him or his attorney or agent or any of his attorneys or agents at any trial hearing commission or examination or otherwise as occasion shall require the original documents kept in their respective possession and mentioned in the Schedule "C" & "D" respectively hereunder written and at like request and at the costs of the said purchaser his heirs representatives and assigns shall deliver or cause to be delivered unto the said purchaser his heirs representatives and assigns such certified or attested or other copies or abstract thereof and extracts therefrom as he may require and shall and will in the meantime unless prevented as aforesaid keep the said documents safe unobliterated and uncanceled.

THE SCHEDULE "A" REFERRED TO ABOVE :

DESCRIPTION OF PROPERTIES.

ALL THAT piece or parcel of revenue free land tenements and hereditaments in Taluk Sutanuty in the North Division of the town of Calcutta containing an area of 19 Cottahs 2 Chittacks and 2 sq. ft. more or less situate lying at and being premises Nos. 80/1 and 80/2 Pathuriahghatta Street together with a partly two storied and partly three storied brick built dwelling house or messuages or two storied corrugated sheds

and vacant land adjoining the buildings and other appurtenances and boundary walls on one side together with all rights of easements thereto belonging ^{and} butted/bounded on the NORTH by the house of Nakur Chandra Sarkar being premises No.18/2 and 18/3 Mandal Street, on the EAST by 80, 79/2, 79/1A, 79, 78, 77-1 and 77 Pathuriaghata Street, on the SOUTH by Pathuriaghata Street and on the WEST by a common passage and then the house of Kanti Chandra Saha and the bustee of Prafulla Kumar Tagore.

THE SCHEDULE "B" REFERRED TO ABOVE :

- 1....Bengali Mortgage dated 19th March 1879 from Gopee Mohan Bysack to Balai Chand Dutt.
- 2....Conveyance dated 14th August 1877 from Gopee Mohan Bysack to Bonomali Dey Chowdhury and others.
- 3....Conveyance dated 15th August 1877 from Hurrendra Nath Mukherjee to Bonomali Dey Chowdhury and others.
- 4....Lease dated 8th July 1923 from Rakhal Das Dey Chowdhury and others to Shyamapada Kundu.
- 5....Surrender of lease dated 19th January 1928 from Shyamapada Kundu to Bhupati Charan Dey Chowdhury and others.
- 6....Conveyance dated 6th October 1928 from Shyamapada Kundu to Sm. Jogemaya Dassi.

THE SCHEDULE "C" REFERRED TO ABOVE :

- 1....Mortgaged dated 31st March 1922 from Satya Gopal Dey Chowdhury and others to Rakhal Das Dey Chowdhury.
- 2.... Conveyance from Satya Gopal Dey Chowdhury and others to Rakhal Das Dey Chowdhury dated 15th July 1925.
- 3....Kobala by Lilabati Dasī in favour of Suresh Chandra Ghose dated 18th December 1934.
- 4....Kobala by Suresh Chandra Ghose in favour of Bhupati Charan Dey Chowdhury and others dated 16th October 1936.

1....Conveyance from Panchu Gopal Dey Chowdhury to Siddheswar Dey Chowdhury dated 9th April 1925.

IN WITNESS WHEREOF the said Vendors have hereunto set and subscribed their respective hands and seals the day and year first above written.

at Calcutta in the presence of :

Sailundamohan Day
Manager Clerk
to Mr. P. C. De Solicitor.

Mamillaria dukingii

[Handwritten signature]

✓

MY SEAL

જી. મ. રા. ડા. વ. ગી. દા. યો ✓ MY SEAL.

শ্রী আনন্দচন্দ্র দেবদেবী - ৫

श्री १०८ श्री गुरुदेव नमः -
 श्री १०८ श्री गुरुदेव नमः -

Admission stamp

Siddheswar Dey Chowdhury

Khageswar Dey Chowdhury

Dr. G. S. Chatterjee

Received of and from the within-named purchaser
the sum of Rs 7968-12-0 in respect of my share of the
entire consideration money of Rs 85,000/- in the
manner following.

Earnest money	Rs 2001-0-0
Paid on 28-4-1941	Rs 5967-12-0
	<hr/> Rs 7968-12-0

Rs 7968-12-0

Total Rupees Seven thousand nine hundred
+ sixty eight annas twelve only

Signature

Received of and from the within-named purchaser the sum of
Rs 7968-12-0 in respect of my share of the entire consideration
money of Rs 85,000/- in the manner following

Paid on 28-4-1941	Rs 7968-12-0
	Signature

Received of and from the within-named purchaser the sum of
Rs 7968-12-0 in respect of my share of the entire consideration money of
Rs 85,000/- in the manner following

Paid on 28-4-1941 by cheque	Rs 7000-0-0	Total Rs 7968-12-0
In cash	Rs 968-12-0	
	Rs 7968-12-0	

Received of and from the within-named purchaser the sum of
Rs 1968-12-0 in respect of my share of the entire consideration
money of Rs 85,000/- in the manner following
Paid on 28-4-1941 by cheque

Paid on 28-4-1941 by cheque — R 7500-0-0

In cash 468-12-0

Q 7968-12-0

— 10th April 1942 —

Received of and from the within-named purchaser, the sum of
£ 795.12.0 in respect of my share of the entire consideration money
of £ 80000/- in the manner following,

Paid on 28-4-1941 ———— R 7963-12-0

Identified by me

Broadway N. Y. C.

ଶ୍ରୀମତ୍ପ୍ରଭାବତୀ ଦାସୀ

Received of and from the within-named purchaser the sum of
 Rs 7968-12-0 in respect of my share of the entire consideration
 money of Rs 85,000/- in the manner following

Paid on 28-4-1941 — R 7968-12-0

— 1250 —

Received of and from the within-named purchaser the sum of
Rs 10,625-0-0 in respect of my share of the entire consideration money
of Rs 85,000/- in the manner following

Paid on 28-4-1941 ———— Rs 10625-0-0

শ্রী আশু/সত্যনাথের—

শ্রী: মতি, সখী-সান্না, ১২৭১-

१. श्रीमान् श्री कल्याणदास गोस्वामी - १९५५-५६ -

Receipts of and from the within-named purchaser the sum of
Rs 10,625-0-0 in respect of my share of the entire consideration money
of Rs 85,000/- in the manner following,

Paw On 28-4-1941 ————— R 10625-0-0

— 102944 17 50000/5