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STAMP AFFIXED BY

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STAMP SUPERINTENDENT

Stamp text: Under the Bengal Land Revenue Act, 1922 as amended (5) of 1923 (1) of the Calcutta Improvement Act, 1917 Section 12 No. 23. Number of the Bengal Land Revenue Act, 1922 (1922) Act. No. 67. Date 8. 8. 20. 2. 150.

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THIS INDENTURE made this twelveth day of May One thousand nine hundred and thirty three BETWEEN BISHNUPADO MUKHOPADHAY BALARAM MUKHOPADHAY and HARIPADO MUKHOPADHAY all sons of Bepin Behari Mukhopadhyay deceased all of No. 124/2A Russa Road in the town of Calcutta by caste Brehmin by occupation Advocate, Medical practitioner - and service holder respectively hereinafter called the "VENDORS" -- (which expression shall unless excluded by or repugnant to the context be deemed to include their and each of their respective heirs executors administrators representatives and assigns) of the One Part AND ANATH NATH BASU son of Sarada Charan Basu deceased of No. 19, Nilmoni Mitter Street in the said town of Calcutta by caste Kayastha by occupation Medical practitioner hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or -- context be deemed to include his heirs executors administrators representatives and assigns) of the Other Part WHEREAS the vendors are seised and possessed of or absolutely entitled to the land hereditaments and premises hereinafter described and hereby granted and conveyed and assured free from encumbrances AND WHEREAS the vendors have agreed to sell and the purchaser to purchase the land hereditaments and premises hereinafter fully described at or for the price of Rupees Four thousand and twenty three and annas five and pies four free from all encumbrances, NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees Four thousand and twenty three annas five and pies four at or before the execution of

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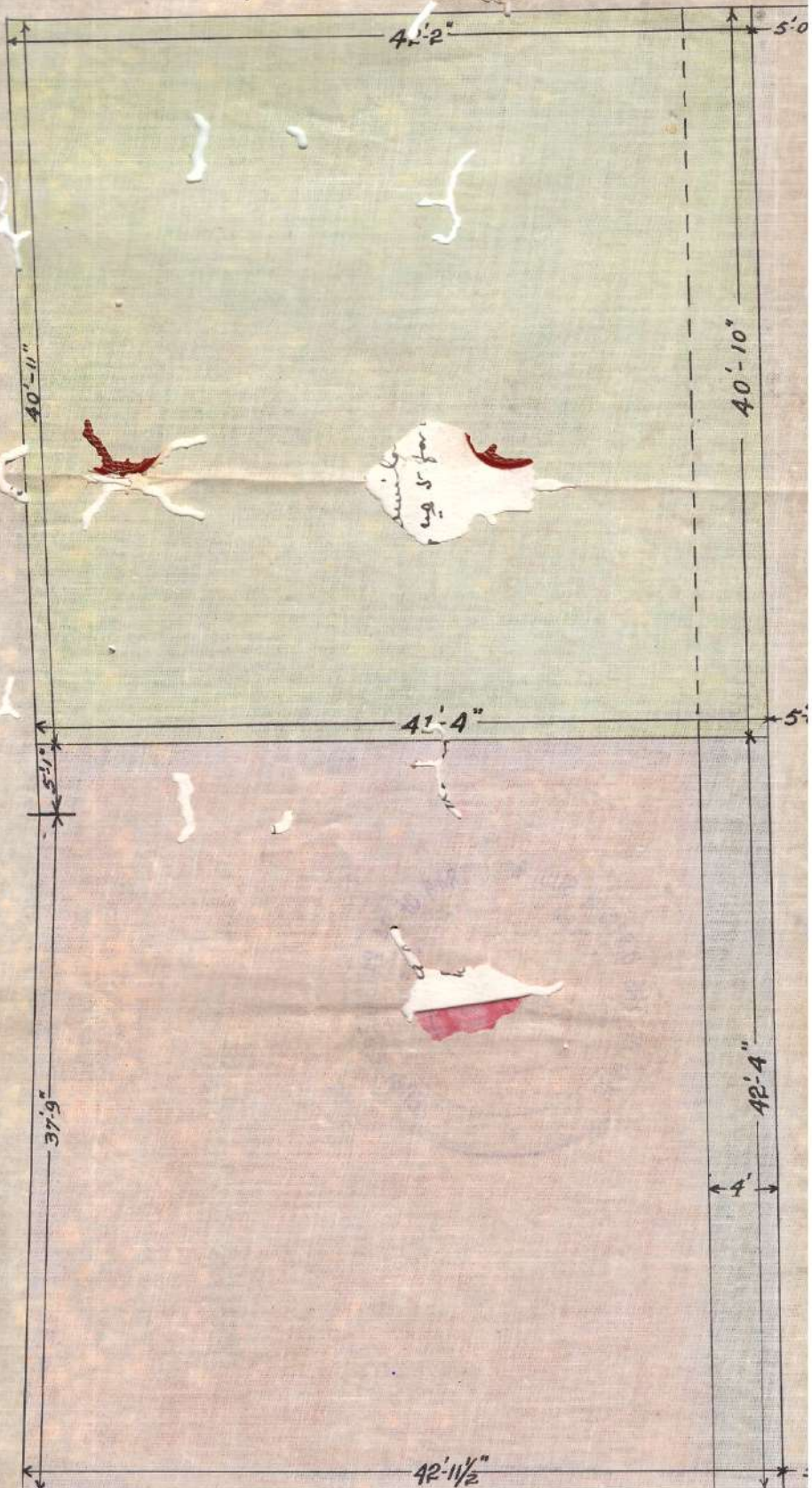
of

of these presents paid by the purchaser to the vendors the receipt whereof the vendors do 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 they the vendors hereby grant bargain convey transfer and assure unto the purchaser **ALL THAT** piece or parcel of revenue free land containing an area of two katas five chittacks and thirty nine -- square feet situate lying at and being originally portion of the municipal premises No. 124/2 Russa Road and now No. 124/2D -- Russa Road within the municipal limits of the town of Calcutta and comprised in Holding No. 61 (formerly No. 300) Sub-division Q Division six Mouza Monaharpukur Dihi Panchannogram in the District of 24 pergannas within Thana Bhowanipore sub-Registry and Registry - *delineated in the plan hereto annexed and therein coloured green* Alipore and bounded on the North by No. 124 Russa Road on the South by five feet common passages on the East by 124/2C Russa Road belonging to Sachindra Mohan Ghose, Krishna Chaitanya Ghose and Gobinda Prosad Ghose and on the West by the house and land known as No. 124/2A Russa Road belonging to the vendors ~~delineated in the plan hereto -- annexed and therein coloured green~~ or HOWSOEVER OTHERWISE the same - may be butted bounded called known numbered described or distinguished together with all benefits and advantages of ways drains and all manner of rights privileges advantages easements and appurtenances - whatsoever to the said land hereditaments and premises hereby granted belonging to or in anywise appertaining or usually held or occupied therewith or reputed to belong to or be appurtenant thereto and all the estate right title interest claim and demand whatsoever of the vendors upon the said land hereditaments and premises and any part thereof together with the benefit advantages of the sanction - obtained from the Corporation of Calcutta for the construction of proposed building on the said land hereditaments and premises and every part thereof TO HAVE AND TO HOLD the said land hereditaments and

and premises hereby granted and assured or intended so to be with their and every of their rights members and appurtenances unto and to the use of the purchaser absolutely and for ever AND THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid the vendors hereby grant unto the purchaser FULL AND FREE RIGHT liberty of way and passage for himself and his tenants and servants and all other persons authorised by him with or without horses bullock cars carts and carriages over and along the said 5 feet wide passage -- leading from Russa Road upto the eastern end of the land hereby -- granted and conveyed as shown in the plan hereto annexed and therein coloured yellow and also over and along the 4 feet wide passage leading from Russa Road upto the western end of the land hereby - granted and conveyed as shown in the plan hereto annexed and therein coloured blue AND ALSO all other rights liberties easements --- benefits and advantages whatsoever the vendors have got under and by virtue of the conveyance dated the 11th April 1932 from Sachindra Mohan Ghose and Others in favour of the vendors in over and - along the said 5 feet wide passage ⁱⁿ common with the vendors and also the full and free right to lay electric water telephone radio and gas main and drains under the said 4 feet wide passage in common with the vendors their tenants and servants and others authorised by them and also the right to enjoy the access of light and air - over the said passage into the house that may hereafter be built by the purchaser on the land hereby granted and conveyed TO HOLD the said right of way and other rights in over and under the said passages and of access of light and air unto and for the use of - the purchaser for ever in common with the vendors their tenants - and servants and others authorised by them and it is hereby declared that the expense of keeping the said passages in good condition and repair shall be borne by the purchaser in equal share with those with whom the said passages are held in common and the vendors -- hereby covenant with the purchaser in manner following that is to say

say that notwithstanding any act deed or thing done committed or knowingly suffered by them to the contrary they the vendors now have good right to grant and convey the said land hereditaments and premises and the said right of way and of access/^{of}light and air and other rights thereby granted unto and to the use of the purchaser in manner aforesaid and that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said hereditaments and premises and rights hereby granted and receive the rents and profits thereof for his own use and benefit without any lawful eviction interruption, claim and demand whatsoever from or by the vendors 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 suffered by the vendors or any person or persons lawfully or equitably claiming as aforesaid and further that they the vendors and all persons having or lawfully or equitably claiming any estate or interest in the said hereditaments and premises conveyed or intended so to be or any part thereof from under or in trust for them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the purchaser do and execute or cause to be done or executed all such further and other lawful and reasonable acts deeds and conveyances matters -- and things whatsoever for further better and more perfectly and absolutely assuring the said land hereditament and premises with their rights members and appurtenances unto and to the use of the purchaser as by him shall be reasonably required And the vendors hereby covenant with the purchaser that they will unless prevented by fire or some -- other inevitable accident at all times upon any reasonable request and at the costs of the purchaser produce or cause to be produced to him or to his attorneys or agents or at any trial hearing commission or examination or otherwise as occasion shall require all of any of the deeds and writings comprised in the parts I and II of the schedule hereto for the purpose of showing their title to the land hereditaments and premises hereby granted or any part thereof and will in the meantime

PLO. No. 24 1/2 RUSSA ROAD (SOUTH)
AREA = 1704 S.F. = E.K. - 5CH. - 39 S.F.
SCALE 8" = 1"



RUSSA ROAD.

meantime unless prevented as aforesaid keep the deed and writing comprised in part II of the Schedule hereto safe unobliterated and uncanceled.

IN WITNESS WHEREOF the vendors have hereunto set and - subscribed their respective hands and seals the day and year first above mentioned.

Rishunpado Mukhopadhyay

SIGNED SEALED AND DELIVERED.

at Calcutta in the presence of

H. B. Dutt.

*Solicitor
Calcutta*

*B. P. Maitra
Solicitor
Calcutta*

*Balaran Mukhopadhyay
by Rishunpado Mukhopadhyay
constituted attorney under power dated
14th March 1933 executed by Balaran
Mukhopadhyay in my favour and registered
at the Sub-Registration Office, Nainital in
Bk II Vol II pages 28630 being up 5 for 1933.*

Haripada Mukhopadhyay

SCHEDULE referred to in the Conveyance.

Part I.

1. Conveyance dated the 4th July from John Garapiet Galstaum and another to Sachindra Mohan Ghose and others registered in the office of the District Registry of 24 pergannas at Alipore in Book No. I Volume No. 76 pages 1 to 8 being No. 3274 for 1929.
2. Deed of Rectification of the aforesaid Conveyance dated 30th September 1929 registered in the aforesaid Registry Office in Book No. 1 Volume No. 87 pages 104 to 106 being No. 4758 for 1929.
3. Release dated 3rd July 1929 from the Imperial Bank of India to J. C. Galstaum registered in the Calcutta Registry Office in Book No. I Volume No. 83 pages 113 to 116 being No. 2404 for the year 1929.

4. Conveyance dated 21st August 1926 from G. M. Falkner Esqr. Official Assignee of Calcutta and J. C. Galstaun Esqr. to J. C. Galstaun Esqr., registered in the Calcutta Registry Office in - Book No. I Volume No. 67 pages 291 to 296 being No. 2949 for 1926.
5. Conveyance dated 11th September 1922 from the Trustees for the Improvement of Calcutta to G. M. Falkner Official Assignee registered in the Alipore Registry Office in Book No. I Volume - No. 87 pages 53 to 58 being No. 4047 for 1922.
6. Conveyance dated 14th August 1909 from Nepal Chandra Bhat-tacharya to Mussamat Rahamat Bibi registered in the joint Sub-Registry Office of Alipore in Book I Volume 25 pages 15 to 19 -- being No. 2554 for 1909.
7. Copy of letters of administration of the property and - credits of Bai Rahamat Bibi granted by the High Court of Calcutta to Haje Kassim Haje Ebrahim Saleji dated the 30th September 1920.
8. Copy decree dated 18th April 1928 in suit No. 2560 of 1927 Imperial Bank of India - John Carapiet Galstaun.
9. Copy decree dated 31st July 1923 in suit No. 1400 of 1921 E. D. Seagoon & Co. Ltd., -vs- E. S. Salehji & Others.
10. Copy of proceedings in Insolvency case No. 184 of 1921 in the High Court of Calcutta in the matter of Ebrahim Soleiman -- Salehju & Co., insolvents.

Part II.

Conveyance dated 11th April 1932 registered in the office of Sadar Sub-Registrar at Alipore in Book I volume No. 44 pages 1 to 7 being No. 1343 for 1932.

Witnesses:-
W. K. Dutt
G. P. Bhattacharya

Bishunpado Mukhopadhyay
Balaram Mukhopadhyay
by Bishunpado Mukhopadhyay
constituted attorney.
Haripada Mukhopadhyay

Received from the abovesaid purchaser the sum of
 Rupees four thousand and twenty three annas five and pice four only
 in full of the consideration money abovesaid as per memorandum
 of consideration below.

R 4023-5-4

Memo of Consideration

By earnest money Rs 201/-
 By amount paid on 10th March 1933 Rs 1500/-
 By amount paid on 12th April 1933 Rs 500/-
 By amount paid by cheque No 10 A. 415700 on the
 P. & O. Banking Corporation Limited dated 12th May
 1933 drawn by the purchaser in favour of the vendor - Rs 1822/5/4

Total Rs 4023/5/4

Total Rupees four thousand and twenty three
 annas five and pice four only.

Witnesses:-

W. N. Dutt

J. P. Bhattacharya

Rishunpada Mukhopadhyay
 Balaram Mukhopadhyay
 by Rishunpada Mukhopadhyay
 constituted attorney.

Haripada Mukhopadhyay

Presented for registration at 2/30
 A.M. or P.M. on the 12th day of
 May 1933 at the Sub-Regis-
 trar Office at Alipor by Rishunpada
 Mukhopadhyay on an
 execution of a deed or attorney for
 under a Power of attorney No.
 for 18
 authenticated by the Sub-Registrar
 of P.
 Rishunpada Mukhopadhyay
 Haripada

DO M

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Alipor

Sub-Registrar

12/5/33

Execution

Rishunpada Mukhopadhyay is admitted by Rishunpada
 Mukhopadhyay
 son of Late Babu Bahari Mukhopadhyay
 of 124/21 Barua Road
 Thana Bhutanpur District ...
 Haripada Mukhopadhyay by caste ... by profession ...
 Hari put a mukhopadhyay of the sample &
 caste mukhopadhyay ...
 Execution by the above Rishunpada Mukhopadhyay
 as constituted attorney for Balaram Mukhopadhyay
 is admitted by him. The above impression are otherwise ...
 attested by Repunbehon Bhattacharya
 Son of Late Keshabkumar Bhattacharya
 of ...
 the ...
 by caste ... by profession ...
 Rishunpada Mukhopadhyay

Alipor

Sub-Registrar

12/5/33

Dated this 12th day of May 1933.

BETWEEN
BISHNUPADO MUKHOPADHAY & ORS.
AND
ANATH NATH BASU.



CONVEYANCE

Aug 1/35



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Section
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la
Book No. *5-2*
Volume No. *46*
Pages... *39*
Being No. *1896*
For the Year 1933.

23-5-33
Sub-Registrar

C. K. Dutt

H. K. DUTT
Solicitor.