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[Signature]
Sub-Registrar, Alipore

[Signature]

THIS INDENTURE made this the 31st day of August -
in the year of Christ One Thousand Nine Hundred and Fiftynine
B E T W E E N

SRI KARUNAMAY CHATTERJEE

son of late Jogendra Nath Chatterjee of No. 5, Baisnabghata
Road, P.S. Tollygunge, District 24-Parganas, Calcutta - 32
by faith Hindu Brahmin by occupation Service and landholder
hereinafter referred to as the VENDOR (which term or expres-
sion unless otherwise excluded by or repugnant to the context
shall be deemed to include his heirs executors, administrators
representatives and assigns) of the FIRST PART

A N D

1. SRI SISIR KUMAR CHATTERJEE) sons of late
2. SRI SUKUMAR CHATTERJEE) Jogendra Nath
3. SRIMATI PRATIVA SASHI DEVI widow of late Jogendra) Chatterjee
- Nath Chatterjee

OF No. 5, Baisnabghata Road, P.S. Tollygunge, District 24 -
Parganas, Calcutta - 32 by faith Hindu Brahmin by occupation
landholder hereinafter referred to as the CONFIRMING PARTY

SREE RAM CONSTRUCTION

[Signature]

Proprietor

(which

2.

(which term or expression unless otherwise excluded by or repugnant to the context shall be deemed to include their heirs, executors, administrators, representatives and assigns) of the SECOND PART

A N D

1. SRI ABANIKANTA CHAKRABARTY son of Surya Kanta Chakrabarty (deceased)

2. SRIMATI NIBHA DEB wife of Sri Subimal Deb daughter of Sri Abani Kanta Chakrabarty aforesaid

at present RESIDENTS OF P. 24, Golf Club Road, P.S. Tollygunge, Calcutta - 33,

3. SRI RANJIT KUMAR CHAKRAVARTY son of Dr. Nalini Kanta Chakrabarty

formerly RESIDENT OF Village Dhamgarh, P.S. Narayanganj, District Dacca at present RESIDENT OF Ganguly Bagan Government Estate, Block 15 S-2, P.S. Tollygunge, District 24 Parganas Calcutta - 32 by faith Hindu by occupation service herein-after referred to as the PURCHASERS (which term or expression unless otherwise excluded by or repugnant to the context shall be deemed to include, their heirs, executors, administrators, representatives and assigns) of the THIRD PART.

WHEREAS one Haran Chandra Chatterjee now deceased was owner in exclusive possession in Madhya Sattadshikari Chirashayee Niskar right of homestead (Bastu) lands, Danga, Tanks and Shali lands etc. along with others the lands described and recorded in Khatian No. 296 of Mouza Baisnabghata P.S. Tollygunge, J.L. No. 28, R.S. No. II, 38 and 240 under Touzi Nos. 56 and ISI Plots Nos. 65, 67, 70, 87, 88, 90, 91 and 94 under the Superior Landlords Rajendra Nath Singhee of 48, Garishat Road and Pravash Chandra Mandal, Receiver for

the

SREERAM CONSTRUCTION

Proprietor

3.

the Mandal Estate of Bawali A N D WHEREAS the said Haran Chandra Chatterjee being governed by the Dayabhag School of Hindu Law died intestate leaving Nilmony Chatterjee, Bhutnath Chatterjee and Surendra Nath Chatterjee 3 sons by his 1st. wife and Nagendra Nath Chatterjee, Jogendra Nath Chatterjee and Rajendra Nath Chatterjee 3 other sons by his Second wife A N D WHEREAS thereafter the said six brothers being seized and possessed of and/or otherwise well and sufficiently entitled to the entire properties left by their father the said Haran Chandra Chatterjee by a registered Deed of Partition dated 30th. Agrahayan 1318 B.S. and made amongst the said six brothers the entire properties so inherited by them were partitioned and accordingly the said Surendra Nath Chatterjee got along with others the properties mentioned above by that partition and also by purchase from other co-sharers of the said Plot No. 94 after the said partition and other lands by purchased from the said Bhutnath Chatterjee now deceased A N D WHEREAS during the last Cadestral Survey Settlement in 1931 the said lands were recorded in their names according to their respective possession A N D WHEREAS thereafter the said Surendra Nath Chatterjee died intestate in Bhadra 1355 B.S. leaving him his two sons and heirs Sri Nani Gopal Chatterjee and Sri Phani Gopal Chatterjee who were in exclusive possession of all the properties left by the said Surendra Nath Chatterjee according to their share in the same and the said entire Plot No. 94 area .17 they got in their exclusive 16 annas ownership and possession by way of exchange A N D WHEREAS thereafter for reasons best known to them the said Nani Gopal Chatterjee

Chatterjee and Phani Gopal Chatterjee by a Bengali Kabala dated 16. 3. 49 and registered in Book I Volume 29 Pages 32 to 35 Being No. 1345 for the year 1949 of Sadar Joint Sub-Registry of Alipore sold transferred and conveyed to one Nausarali son of late Bhutu Molla of Village Khanpur their share in the said Plots Nos. 65, 67, 70, 87, 88, 90, 91 and entire land of Plot No. 94 of the said Khatian No. 296 of Mouza Baisnabghata. A N D WHEREAS soon after his said purchase the said Nausarali by a Bengali Kabala dated 9. II. 1949 and registered in Book I Volume 82 Pages 263 to 267 Being No. 5400 for the year 1949 of the Sadar Joint Sub-Registrar of Alipore sold transferred and conveyed the lands in the said C.S. Plot Nos. 70, 87, 88, 91 and also the entire lands of the said Plot No. 94 of the said Khatian No. 296 of Mouza Baisnabghata to the Vendor during the life time of his father the said Jogen- dra Nath Chatterjee A N D WHEREAS since then the Vendor has been in exclusive peaceful possession of the said Plot No. 94 having got his name mutated with the Municipality of Tollygunge now Corporation of Calcutta and having got the premises separately assessed in his own name and separately numbered as Premises No. II Baisnab- ghata Road and paying all rates and taxes separately to the Corporation of Calcutta in his own name A N D WHEREAS the VENDOR has been thus seized and possessed of and/or otherwise well and sufficiently entitled to the said land tenement, hereditaments and premises being C.S. Plot No. 94 of Khatian No. 296 of Mouza Baisnabghata afterwards numbered as Premises No. II, Baisnabghata Road by the Municipality of Tollygunge now within the limits of the Corporation of Calcutta, during the life time of his

his father the said Jogendra Nath Chatterjee since the date of his purchase in Madhya Sattadhipikari Chirasthayee Niskar right and continuously till now even after the death of his father and has been always dealing with the said land as his separate personal property though leaving jointly in jointness with his brothers the Confirming Party No. I and 2 and mother the Confirming Party No. 3 hereto. A N D WHEREAS the VENDOR being now in need of money for his personal expenses has decided and declared his intention to sell the said land tenament hereditaments and premises excluding 4' four feet wide space for common passage throughout its whole length North to South cut off from the said Plot No. 94 i.e. Premises No. II Baisnabghata Road as described in the Schedule below and as shown in the plan annexed herewith by RED border lines to be used both by him and the intending purchaser at a fixed price of Rs. 10,000/- (Rupees Ten thousand) only free from all encumbrances and charges A N D WHEREAS the PURCHASERS offered to purchase the same at that price the VENDOR agreed to sell the said lands tenaments hereditaments and premises free from all encumbrances and charges fully and particularly described in the schedule hereunder written absolutely to the PURCHASERS under the terms and conditions regarding the said 4 (four) feet wide common passage mentioned below NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 10,000/- (Rupees ten thousand) only of lawful money of India in hand well and truly paid by the PURCHASERS to the VENDOR at or before the execution of

of these presents in the manner detailed in the Memo of Consideration given below (the receipt where of the VENDOR doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and for ever discharge the PURCHASERS their heirs, executors, administrators, representatives and assigns) the VENDOR doth hereby grant convey sell transfer and assign unto and to the PURCHASERS their heirs, executors, administrators, representatives and assigns free from all encumbrances and charges, liens, attachments, lispendens A L L T H A T the piece and parcel of homestead land tenement, hereditaments and premises of Madhya Sattadhikary Chirasthayee Niskar right measuring 9.56 Cottahs in area be the same a little more or less being Part of C.S. Plot No. 94 of Khatian No. 296 of Mouza Baisnabghata J.L. No. 28, P.S. Tollygunge, District 24-Parganas formerly within the Municipality of Tollygunge now within the limits of the Corporation of Calcutta being part of Premises No. II, Baisnabghata Road, Calcutta i.e. the said entire plot or premises excluding the said 4' feet wide common passage more fully and particularly described in the schedule hereunder written and delineated in the Map or Plan attached herewith as an annexure hereof and therein shown by PINK colours for better and proper identification and the 4' feet wide common passage on the Eastern part of which is shown by RED border lines for the common use of both the VENDOR and the PURCHASERS OR HOWSOEVER OTHERWISE the said land tenement, hereditaments and premises or

or any part thereof now is, are, was, were, situate tenanted butted, bounded called known numbered described or distinguished TOGETHER WITH all and singular yards court yards, compounds, buildings, fixtures, areas, ways, paths, passages, sewers, drains, common fences, common passages, shrubs, trees, water, water courses, lights, rights, liberties, easements, privileges, right of the use of the passage 7 feet wide to enter into and for beneficial use of the said premises hereby transferred and all appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining thereto or known as part or parcel or member thereof and all easements thereof and attached thereto and the reversion, remainder and remainders and yearly monthly and other rents issues and profits thereof A N D ALL THE ESTATE RIGHT TITLE CLAIM INTEREST AND DEMAND whatsoever of the VENDOR of into upon and out of the said land tenements hereditaments and premises together with all deeds pattas and evidence of title writings and muniments and also all documents of title whatsoever exclusively relating to or concerning the same which now are or shall be hereafter in power and possession of the VENDOR and also full and free right and liberty of way and passages with or without vehicles horses and other animals servants, agents, tenants, invitees and others authorised by the PURCHASERS along and through the 4' feet wide common passage on the East of the said land hereditaments and premises and also the 7' feet wide common passage as entrance to the said land connected

connected with the said 4' feet wide common passage and all other passages required for the beneficial use and occupation thereof including the right to sewer drain, telephone and gas or any other connection underground and overhead over and along the said common passages now in existence and that will be constructed hereafter TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted transferred and conveyed assigned and assured or expressed or intended so to be unto and to the use of the said PURCHASERS their heirs, executors, administrators, representatives and assigns for ever and absolutely A N D the VENDOR doth hereby for himself for his heirs, executors, administrators, representatives and assigns covenant and agree with the PURCHASERS their heirs, executors, administrators, representatives and assigns that NOT WITHSTANDING any act and matter or thing by the VENDOR made done committed or knowingly permitted or suffered to the contrary the VENDOR hath now good and absolute right full power lawful and absolute authority to grant convey transfer sell and assure by these presents the said lands tenements hereditaments and premises unto and to the use of the PURCHASERS their heirs, executors, administrators, representatives and assigns in manner afore said which the CONFIRMING PARTIES also hereby confirm AND THAT the PURCHASERS their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly hold and enjoy the said land tenement hereditaments and premises and receive the rents issues and profits thereof and

and enjoy the same by planting or cutting trees and earth or ground raising constructions pakka or kancha inducting tenants into it or ejecting therefrom or transferring it into any manner or form as the PURCHASERS like such as sale gift, will, lease, mortgage etc., or transforming it into any form according to the free will of the PURCHASERS without any interruption claim or demand whatsoever from or by the VENDOR his heirs, executors, administrators, representatives and assigns or any other person or persons lawfully or equitably claiming through or in trust for him the VENDOR AND THAT free and clear freely and clearly and absolutely acquitted exonerated and discharged from or by the VENDOR his heirs, executors, administrators, representatives and assigns and at the cost of the VENDOR well and sufficiently and effectually saved defended kept harmless and indemnified of from and against all and all manner of former or other estates rights, titles, liens, charges and encumbrances whatsoever created made done occasioned or suffered by the VENDOR or any person or persons rightfully claiming or to claim through under or intrust for him or them AND FURTHER that the VENDOR his heirs, executors, administrators, representatives and assigns and all other person or persons having or claiming any estate right, title, interest use trust property claim or demand whatsoever of into upon or out of the said land tenements hereditaments and premises from through under or in trust for him or them shall and will from time to time and at all times hereafter at the request and at the costs and

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and expenses of the PURCHASERS their heirs, executors, administrators, representatives and assigns do make and execute or cause to be done or executed and perfected all such further or other acts, deeds, things and matters whatsoever for further and more perfectly assuring conveying and confirming the said land tenaments hereditaments and premises unto and to the use of the said PURCHASERS their heirs, executors, administrators, representatives and assigns for ever in manner aforesaid as shall or may be reasonably required by the said PURCHASERS their heirs, executors, administrators, representatives and assigns A N D WHEREAS the VENDOR is not in a position to hand over the title deeds in respect of the property hereby conveyed as they are connected with his other properties the VENDOR therefore undertakes at the costs and expenses of the PURCHASERS to produce them before any court or commission hearing or to supply them with such attested or other copies thereof which now are or shall be in his power or possession as shall be reasonably required by them to prove his title therein. The VENDOR further covenants that the property hereby conveyed is free from all encumbrances, charges liens lispendens attachments from any court acquisitions and requisitions etc. A N D FURTHER the VENDOR did not make any agreement for sale or lease or for any other purpose in respect of the property hereby conveyed but if it transpires to be otherwise hereafter the VENDOR shall ever remain liable to compensate the PURCHASERS their heirs, executors, administrators

tors

II.

administrators, representatives and assigns for any loss suffered by them and to refund the purchase money with costs and interest. The CONFIRMING PARTIES have or can have no right, title or interest in the property hereby conveyed but still for the better satisfaction of the PURCHASERS they join in this Indenture and execute it as CONFIRMING PARTY and confirm all the statements made herein.

SCHEDULE ABOVE REFERRED TO.

(Description of the property hereby conveyed).

A L L T H A T piece or parcel of land measuring 9.56 cottahs be the same a little more or less of Madhaya Sattadhikari Chirasthayee Niskar right lying at and situated within District 24 Parganas, P.S. Tollygunge, Sub-Registry Alipore Pargana Khashpur Mouza Baisnabghata according to last Cadestral Survey Settlement J.L. No.23, R.S. No. II, 38, 244 Collectorate Touzi No. 56, ISI and C.S. Plot No. 94 of Khatian No.296 of the said Mouza Baisnabghata area according to the said Survey Settlement .17 now excluding 4' feet wide common passage as stated above bounded on the North by Tarapada and others under superior landlord Rajendra Nath Singhee of 48 Garishat Road and Prabhash Chandra Mandal Receiver for the Mandal Estate of Bawal formerly within the Municipality of Tollygunge now within the limits of the Corporation of Calcutta and numbered as Premises No.II Baisnabghata Road butted and bounded as follows : -

On the EAST:- 4' ft. feet wide common passage within the said C.S.Plot No.94, on the East of which boundary wall of late Umasashi Roy Choudhury attached to land of Sri Susil Dey Sarkar.

On

- On the WEST - Tank C.S. Dag No. 119 owners Moni Chatterjee and others.
- On the SOUTH - Late Thako Hari Chatterjee at present Sm. Madhuri Bala Debi.
- On the NORTH - C.S. Dag No. 120 House of Sri Ashutosh Mukherjee and Sri Ranjan Mukherjee and 7' feet wide common passage.

The said 4' feet wide common passage within the said Plot No. 94 or Premises No. II is excluded from the sale with right of the PURCHASERS to use it as common passage for all purposes with the VENDOR which the VENDOR also shall not be entitled to use or transfer for any other purpose except as common passage for all purposes.

IN WITNESS WHEREOF the VENDOR and the CONFIRMING PARTIES set and subscribed their hands to these presents the day month and year first above set forth.

Signed and delivered at
Calcutta in the presence
of : -

Karunamay Chatterji

V E N D O R.

Santi Bhushan Mukherjee
pleader
18, S.R. Das Road Calcutta

Jitendra Nath Bhattacharya
74 Baburam Ghose Road
Calcutta 40.

11/4 Kumar Chatterjee
ang my Bagan
Block-15,
Low Floor,
Cal. 32.

Kamini Kumar Bhattacharya
pleader Judges' Court Calcutta

1. *Sisir Kumar Chatterji*
2. *Sukumar Chatterji*
3. *ব্রজেন চন্দ্র বসু*

CONFIRMING PARTY.

MEMO

MEMO OF CONSIDERATION.

Received from the withinnamed
PURCHASERS through *Ranjit Kumar Chakravarti*
the within named sum of Rs. 10,000/-
(Rupees ten thousands) only in the
manner following that is to say by

Eight *Thousand*
ke. 100 pieces of hundred rupee notes, numbered 8741463, 8033532, 8081
8782186, 8386908, 8723515, 8740173, 8138686 and twenty pieces of hundred rupee notes

Karmunamay Chaturji

witness

VENDOR.

Santibhushan Mukherjee
Plunder

Jitendra Nath Bhattacharya

Jit Kumar Chakravarti

Kamini Kumar Bhattacharya
pleader Judges' Court Allahabad

Read out & explained
by me to my mother
Prof. Sashi Sati

Karmunamay Chaturji
31.8.57.



DEED OF SALE.

SRI KARUNAMAY CHATTERJEE.

VENDOR.

1. SRI ABANIKANTA CHAKRABARTY
2. SRIMATI NIBHA DEB
3. SRI RANJIT KUMAR CHAKRAVARTY

PURCHASERS

Registrar, Andhra Pradesh.

26/8/50

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PREPARED IN THE OFFICE OF :-

Sri Sant1 Bhushan Mukherjee S.S.
Pleader, Judge's Court, Andhra Pradesh.
18, S.R. Das Road, Calcutta - 20



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