

THIS INDENTURE made this 28th day of September, in the year of Christ One thousand Nine hundred and Ten between Subodh Chandra Mullick of No. 12, Wellington Square, - Calcutta, son of Probodh Chandra Mullick deceased, by caste Yagnatha, land-holder hereinafter - called the vendor of the first part Sreenati Khumodini Mullick of the same place, widow of the - said Probodh Chandra Mullick of the second part Sreenati Indumati Datta of No. 139, Cornwallis - Street, Calcutta, daughter of the said Probodh Chandra Mullick of the third part and Rai Manilal Nahar, Bahadur, son of Rai Setab Chand Nahar, Bahadur, by caste Jain Oswal residing at No. 28 - Harrison Road, in the town of Calcutta, Zamindar, hereinafter called the purchaser of the fourth part Whereas by an Indenture of Conveyance bearing date the 28th day of February, 1861, made - between James Scott Collins of the one part and Dwarka Nath Mullick of Radha Nath Mullick's Lane, Pataldanga, Calcutta, hereinafter fully described and intended to be hereby conveyed transferred and assured, were conveyed and transferred unto the said Dwarka Nath Mullick his heirs, representatives and assigns for ever And Whereas by a writ of commission issued out of and under the Seal of - the High Court of Judicature at Fort William in Bengal in Suit No. 71 of 1872, where in Dena Nath Mullick of Pataldanga aforesaid zemindar was Plaintiff and the said Dwarka Nath Mullick in his - individual capacity and also as executor of the Will of Joy Gopal Mullick deceased and derivative Executor of the Will of Radha Nath Mullick deceased, Sreegopal Mullick and the said Probodh Chandra Mullick, Monmotha Chandra Mullick and Hem Chandra Mullick then an infant were defendants on and bearing date the 11th day of March, 1874, directed to certain commissioners of partition therein named after reciting amongst other things that by a decree made by the said Hon'ble Court on the 24th day of March, 1873, in the above cause it was amongst other things declared with the consent of all the adult parties by their respective Counsel that a complete list of the immoveable and moveable properties left by the said Radha Nath Mullick deceased, the testator in the plaint - mentioned and of the accumulations made thereto down to the date of the said decree was set forth in the Schedule annexed thereto and marked "A" that such immoveable and moveable properties and accumulations formed the joint estate of the plaintiff and the defendants in the above Suit and that the plaintiff and the defendants the said Dwarka Nath Mullick and Sreegopal Mullick as the surviving sons of the said Radha Nath Mullick deceased were each entitled to a one equal fourth part or share of the said Joint Estate the same into four equal parts or shares being considered as divided and that the defendants Probodh Chandra Mullick, Monmotha Chandra Mullick and Hem - Chandra Mullick as the sons and legal and personal representatives of Joygopal Mullick deceased who was another of the sons of the said Radha Nath Mullick deceased were jointly entitled to the remaining one equal fourth part or share thereof and that it was ordered and decreed with the - like consent that a partition should be made of the said joint estate save and except as therein mentioned and of the accumulations thereof between the plaintiff and the defendants and that the said Commissioners should allot one equal fourth part or share of the said joint estate and accumulations to the defendants Probodh Chandra Mullick, Monmotha Chandra Mullick and Hem Chandra - Mullick to be held by them jointly as tenants in common it was ordered that the persons therein mentioned should be and they were thereby appointed authorised and commanded to make such partition as aforesaid AND WHEREAS the commissioners of the said partition - tion by their return to the said writ which return is dated the 2nd day of August, 1873, certify inter alia that the immoveable property belonging to the said joint estate save and except as - therein mentioned consisted of the several properties mentioned in the several Schedules annexed to the said return and that they had allotted and did thereby allot inter alia to the defendants

Probodh

Probodh Chandra Mullick, Monmotha Chandra Mullick and Hem Chandra Mullick the several properties moveable and immovable mentioned in the Schedules thereto annexed and marked with the letter "G & I" as and for their one fourth share in the joint estate mentioned in the said several exhibits or schedules thereto annexed and marked with the letters "B. C. D. E. F. G. H. & I" to be held and enjoyed by them in severality as against the other parties thereto but jointly among themselves absolutely as tenants in common as and from the first day of Baisack, 1282 B.S. And Whereas by an order in the said suit dated 21st day of August 1875, it was ordered that the said return should be and the same was thereby confirmed. And Whereas the said premises formerly numbered 42 and 43 Mott's Lane and comprised in the above recited Indenture of Conveyance were afterwards called and known as No. 18, Mott's Lane formed part of the premises comprised in the Schedule "A" to the said writ of commission of partition and in Schedule "G" & "I" annexed to the return hereinbefore recited. And Whereas the said Probodh Chandra Mullick died on or about the 20th day of September, 1887, leaving the vendor his only son then an infant of the age of 8 years or thereabouts, him surviving and having duly made his Will in the English Language dated the 15th day of July, 1887, Whereby he gave devised and bequeathed all his estate and effects ^{and whosoever} ~~whatsoever~~ unto the Executors devisees in trust and trustees thereafter named upon trust, - after certain provisions therein contained for the benefit of his mother since deceased, his widow and his daughter the parties hereto of the 2nd & 3rd parts and amongst other things on his said son attaining the age of 25 years, for his said son his heirs, representatives in estate and assigns and to convey and assure the same to him and them absolutely and he appointed his brothers the said Monmotha Chandra Mullick and Hem Chandra Mullick to be the Executors and devisees in trust of his said Will And Whereas on the 21st day of May, 1888, Probate of the said Will was granted to the said Monmotha Ch. Mullick and Hem Chandra Mullick by the said High Court of Judicature at Fort William in Bengal. And Whereas by an order of the said Court made in the Goods of the said Probodh Chandra Mullick it was ordered that the said Monmotha Chandra Mullick and Hem Chandra Mullick as such Executors as aforesaid should be at liberty under Sec 90 of Act V of 1881 to dispose of the property belonging to the estate of the said Probodh Ch. Mullick deceased. And Whereas the said Monmotha Ch. Mullick, Hem Chandra Mullick and the said Monmotha Chandra Mullick and Hem Chandra Mullick as such executors as aforesaid respectively agreed to make a partition of all the properties which was by the said return above recited allotted to them the said Probodh Chandra Mullick, Monmotha Chandra Mullick and Hem Chandra Mullick to be enjoyed by them in severality as against other parties to the said suit but joint as and among themselves and as tenants in common And Whereas by an Indenture dated the 11th day of January, 1894 and made between the said Monmotha Chandra Mullick of the 1st part, the said Hem Chandra Mullick of the 2nd part and the said Monmotha Chandra Mullick and Hem Chandra Mullick as executors of the Will of the said Probodh Chandra Mullick of the 3rd part registered in Alipore, Book 1 Vol. 5 being No. 87 for 1894 after reciting amongst other things as is herebefore recited it is witnessed that for the consideration therein mentioned they the said Monmotha Chandra Mullick and Hem Chandra Mullick did and each of them did thereby grant convey and assign unto the said Hem Chandra Mullick one of the executors of the said Probodh Chandra Mullick deceased all those the estates and interests of them the said Monmotha Chandra Mullick and Hem Chandra Mullick of and in the properties moveable and immovable comprised in the Schedule "D" thereunder written To have and to hold the premises therein before expressed to thereby granted conveyed and assigned unto the said Hem Chandra Mullick one of the executors aforesaid upon the trusts and with under and subject to the powers and provision upon under subject to which the said premises ought to be held by the said Probodh Chandra Mullick deceased AND WHEREAS in the Schedule "D" to the said recited Indenture of 11th day of January, 1894 comprised the said premises No. 18, Mott's Lane hereinafter fully described and intended to hereby granted and conveyed AND WHEREAS the vendor has now attained the age of 25 years AND WHEREAS the said Hem Chandra Mullick departed his life intestate on the 18th day of ~~January~~ without appointing any trustee or trustees under the Will of the said Probodh Chandra Mullick since

since deceased but making over the possession of the estate moveable and immoveable belonging to the estate of the said Probodh Chandra Mullick to the said vendor for his absolute use and benefit. AND WHEREAS the said vendor is seized and possessed of and otherwise well and sufficiently entitled to amongst others the said premises No. 18 Mott's Lane in the town of Calcutta AND WHEREAS the vendor hath agreed with the purchaser for the absolute sale to him free from encumbrances of the said premises No. 18 Mott's Lane in the town of Calcutta at or for the price or sum of Rupees Forty One thousand. AND WHEREAS the parties hereto of the 2nd and 3rd parts have agreed to join in these presents for the purpose of releasing the said premises No. 18 Mott's Lane from all claims and demands on their part under the Will of the said Probodh Chandra Mullick deceased. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees Forty One thousand of the lawful money of British India of which the sum of Rupees One hundred and One was paid by the said purchaser to the said vendor as earnest at the time of the said agreement and the balance namely Rupees Forty thousand Eight hundred and Ninety nine to the said vendor in hand well and truly paid by the said purchaser at or immediately before the execution of these presents the receipt whereof and that the same is in full for the absolute purchase of the hereditaments and premises hereinafter described and intended to be hereby granted and conveyed, He, the vendor doth hereby acknowledge and from the same doth hereby release the purchaser his heirs, executors, administrators and assigns. He, the vendor doth hereby grant convey and they the parties hereto of the 2nd and 3rd parts do and each of them doth hereby release and transfer unto the purchaser his heirs, executors, administrators and assigns ALL THAT three storied brick built messuages tenement or dwelling house - together with the piece or parcel of rent-redeemed land and on part whereon the same is erected and built containing by estimation Fifteen Cottas Twelve Chitacks and Forty three Square Feet a little more or less situate lying at being No. 18, Mott's Lane formerly No. 42 and 43 Mott's Lane in the town of Calcutta, South Division being Holding No. 24 Block No. 8 and butted and bounded as follows on the North by No. 55 & 56 Dhurrumtollah Street, on the South and East by Mott's Lane, on the West partly by 17 Mott's Lane and partly 53 Dhurrumtollah Street or howsoever otherwise the said messuages tenements pieces or parcels of land hereditaments and premises now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER with all buildings out-houses, Godowns, Compounds, Trees, Fences, Hedges Ditches, Walls, Sewers, Drains, Water-courses, liberties privileges easements, rights, lights, appendages and appurtenances whatsoever to the said hereditaments and premises or any part thereof belonging or in any wise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the said vendor and the parties thereto of the 2nd and 3rd parts respectively of in to or upon the said hereditaments and premises and every part thereof and all Deeds, Evidences, writings and other documents whatsoever exclusively relating thereto in the hands of the vendor or which he can procure without suit To have and to hold the said messuages tenements or dwelling house, piece or parcel of land hereditaments and all and singular other the said premises hereinafter expressed to be hereby granted with the appurtenances unto the purchaser, his heirs, executors, administrators, and assigns for ever and the vendor doth hereby for himself, his heirs, executors and administrators covenant with the purchaser, his heirs, executors, administrators and assigns that notwithstanding any act, deed or thing by the vendor done or executed or knowingly suffered to the contrary the vendor now has good right to grant convey and transfer the said hereditaments and premises hereby granted conveyed and transferred or expressed so to be unto the purchaser, his heirs, executors, administrators and assigns in manner aforesaid And that the purchaser, his heirs, executors, administrators and assigns shall and may at all times hereafter peaceably and quietly possess



and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor, his heirs, executors or administrators or any person or persons lawfully or equitably claiming from under or in trust for him or them or any of them or from or under the Will of the said Probodh Chandra Mullick deceased and that free from all incumbrances whatsoever made or suffered by the vendor or any person or persons lawfully or equitably claiming as aforesaid and further that the vendor and all other persons having and lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any part thereof from under or in trust for him shall and will from time to time and at all times hereafter at the request and costs of the purchaser, his heirs, executors, administrators or assigns do and execute or cause to be done and executed assurance in the law whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto the purchaser, his heirs, executors, administrators and assigns in the manner aforesaid as shall and may be reasonably required and the vendor doth hereby for himself his heirs, executors and administrators covenant with the purchaser, his heirs, executors, administrators and assigns that he the vendor, his heirs, executors or administrators shall and will from time to time and at all times save harmless and keep indemnified the purchaser, his heirs, executors administrators and assigns and the said hereditaments and premises from and against all actions claims and demands which may arise or be brought in connection with the Will of the said Probodh Chandra Mullick deceased and in any way concerning the same and further that he or they shall or will from time to time and at all times hereafter at the request and costs of the purchaser, his heirs, executors, administrators and assigns produce to him or them or as he or they shall direct the documents specified in the Schedule hereto for evidencing the title to the said hereditaments and premises and also at the like request and costs permit him or them to take copies or extracts of or from the said documents and will in the meantime keep the same safe, against fire or other accident excepted. The witnesses who signed the said Will are named in the first, second and third parts respectively have hereto set and subscribed their signatures and seals the day and year first above written.

Schedule of Documents

- The Schedule above referred to:-
1. Probate of the Will of Probodh Chandra Mullick deceased.
 2. Original Indenture of Partition dated the 11th January, 1894 made between M. C. Mull and H. C. Mullick and others.
 3. Certified Copy of the Return of Partition dated 2nd day of August, 1875 in Suit No. 71 of 1872.

Probodh Chandra Mullick

The above Document is explained by me to the witnesses who are named in the first, second and third parts respectively.

Sarvop Chandra Mullick
27/1/11

Having read the above document I witness the same.

Sarvop Chandra Mullick

MEMO OF CONSIDERATION

Received of and from the within named Rai Manilal Nahar Bahadur the within-mentioned sum of Rupees Forty One thousand being the full amount of consideration money that was by the said Rai Manilal Nahar Bahadur payable to the said Subodh Chandra Mallick.

A. C. Notes Nos. LA 53	41736, 41737 & 41738 three pieces for 10,000/- each	30,000/-
B. C. Notes Nos. YA 19	37341, 33007, 33008, 34112, 34113, 26506, 26507, 06662, 16491 & 41192. Ten pieces for 1000/- each	10,000/-
C. C. Note No. XA 6	83311. One piece for 500/-	500/-
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Small Notes and cash		40,899/-
Earnest Money		101/-
		41,000/-

WCB 11/11/10
Subodh Chandra Mallick
Manilal Nahar Bahadur
10/11/10

Subodh Chandra Mallick

Recd 27/11 for 1910



20-9-10

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Presented for Registration between the
hours of 12.30 p.m. on the 28th day of
September 1920 at the District Registry Office
by Sri K. S. Chandra Mallik son of the late
Biswab Chandra of no 12 Wellington Square Calcutta
by call Registered by occupation Lawyer who is one of the
Executors

Biswab Chandra Mallik

Krishnaiah Esq
Sub Registrar
28-9-20
Calcutta
Krishnaiah Esq
Sub Registrar
28-9-20

Execution is admitted by the above Biswab Chandra Mallik
who is personally known to me

Sri K. S. Chandra Mallik

Having visited the residence of Krishnaiah Mallik who
is the late Biswab Chandra Mallik and Sri Krishnaiah Esq
Biswab Chandra Mallik at no 12 Wellington Square Calcutta
I have this day procured the said Krishnaiah Mallik
who is personally known to me and
Krishnaiah Mallik who is personally known to me and
execution of the same.

Krishnaiah Esq

अभिप्रेत
दिनांक २८-९-२०

By Sri K. S. Chandra Mallik
Lawyer of no 12 Wellington Square Calcutta
at District Registry Office

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Faculty of Education of University of Toronto

Filed in Land Registration Case No. 1376/6

gustodi thinnare pullick & others.

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Red Tawata Hobbit, TAWHUIT.



POWELL & COY.

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Co. 1st Nat'l Cavalry, Calcutta.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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For: 1910



Raymond B. B. B.

CONTRACT NO.

30-9-12



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