



Certified that the full stamp duty chargeable on this Instrument under the Indian Stamp Act, amounting to Rs. 85-37-00 has been paid, and credited to Govt. this day under challan No. 105.

Calcutta Collectorate. The 3/12/1957

Collector of Stamp Revenue

A 75-00
A 75-00
A 37-37
F 46-00
N(6) 2-00
N 3-00
85-37

23,500-25, 4 + 34

Pravin Kumar
4.12.57

241-3

ARTICLES OF AGREEMENT made this 3rd day of February One Thousand Nine hundred and Fifty-seven BETWEEN NAMAL CHANDRA CHUNDER son of Raj Chandra Chunder, deceased of 83, Lansdowne Road in the town of Calcutta SUDHANGSHU KUMAR MITTER and SANTOSH KUMAR MITTER both sons of Sir Provash Chandra Mitter, deceased of 34/1, Elgin Road in the town of Calcutta hereinafter collectively referred to as the "EXECUTORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their successors and assigns) of the FIRST PART the said SUDHANGSHU KUMAR MITTER of the SECOND PART the said SANTOSH KUMAR MITTER of the THIRD PART BIMAL KUMAR MITTER another son of the said Sir Provash Chandra Mitter, deceased of the FOURTH PART and ARUN KUMAR MITTER another son of the said Sir Provash Chandra

Mitter



Mitter, deceased of No. 34/1, Elgin Road in the town of Calcutta of the FIFTH PART WHEREAS the said Sir Provash Chandra Mitter died in Calcutta on or about the 9th day of February, 1934 after having made his Last Will and Testament dated the 2nd August, 1929 AND WHEREAS by the said Will the said Sir Provash Chandra Mitter appointed the Executors as executors of the said Will AND WHEREAS Probate of the said Will was granted by the Hon'ble High Court at Calcutta to the said Executors on or about the 14th day of March, 1934 AND WHEREAS by the said Will the said Sir Provash Chandra Mitter, deceased directed that a sum of Rs.30/- per month should be paid out of the estate left by him to each of his three daughters Sm. Monorama Kar, Sm. Kamala Guha and Sm. Usharani Bose during the term of their respective natural lives AND WHEREAS by the said Will the said Testator, further directed that a sum of Rs.100/- per month should be paid to his daughter Sm. Nalini Roy Chowdhury during the term of her natural life out of the estate left by him AND WHEREAS by the said Will the said Testator, further directed that the Executors should create a charge on one of his properties for payment of the said sums of money AND WHEREAS pursuant to such direction, the Executors did execute a Deed of Charge on the 28th day of September, 1935 over premises No. 107/1A, Tollygunge Road, -- -- -- Calcutta, hereby charging the said premises for the due repayment of the said sums

Handwritten notes and initials in the left margin, including a checkmark and some illegible text.

Handwritten initials and a date "14/2/35" in the right margin.



of



of money AND WHEREAS the said Deed of Charge is registered at the Alipore Registry Office in Book No. 1 Volume No 1, Being No. 211 for the year 1936 AND WHEREAS the Executors, - have completed the administration of the estate but are still, in possession of the said estate as bare trustees AND WHEREAS by the said Will the said Testator gave devised and bequeathed all the rests and residuary of his estate and assets both moveable and immoveable of whatsoever kind and wheresoever situate unto the parties hereto of the 2nd, 3rd, 4th and 5th parts as residuary legatees in equal shares absolutely and forever AND WHEREAS the said residuary legatees have requested the executors and make over the immoveable properties of the estate to them in severalty AND WHEREAS for the purpose of making over the immoveable property to the said residuary legatees in severalty the Executors have divided the same into 5 lots as described in Parts 1, 2, 3, 4 and 5 of the Schedule I hereunder written AND WHEREAS at the request of the residuary legatees the Executors have not divided the properties mentioned in Part 5 of the Schedule I hereunder written AND WHEREAS with the consent of all the residuary legatees the Executors have granted conveyed and transferred unto the said Sudhangshu Kumar Mitter the properties described in Part I of the Schedule I hereunder written by Deed of Transfer dated 30th Nov 1957 AND WHEREAS with the consent of all the residuary legatees as aforesaid the Executors have granted conveyed and transferred unto the said Santosh Kumar Mitter the properties described in Part II of the Schedule I hereunder written by Deed of Transfer

dated



Handwritten initials and numbers on the left margin.

dated 30th November 1957 AND WHEREAS with the consent of all the residuary legatees the Executors have granted conveyed and transferred unto the said Bimal Kumar Mitter the properties described in Part 3 of the Schedule I hereunder written by Deed of Transfer dated 30th November 1957 AND WHEREAS with the consent of all the residuary legatees the executors have granted conveyed and transferred unto the said Arun Kumar Mitter the property -- described in Part 4 of the Schedule I hereunder written by Deed of Transfer dated 30th November 1957 IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:-

1. The party hereto of the Second Part acknowledges having received possession of the properties - described in Part I of the Schedule hereunder written from the parties hereto of the First Part.
2. The party hereto of the Third Part hereby - acknowledges having received possession of the properties described in Part II of the Schedule hereunder written from the parties hereto of the 1st Part.
3. The party hereto of the Fourth Part acknowledges having received possession of the properties - described in Part III of the Schedule hereunder written from the parties hereto of the 1st Part.
4. The party hereto of the Fifth Part acknowledges having received possession of the properties -

described





Handwritten notes:
W
T.R.
P
W
S
M

described in Part IV of the Schedule hereunder written from the parties hereto of the 1st Part.

5. The parties hereto of the -- 2nd, 3rd and 4th ~~and 5th~~ Part hereby acknowledge having received joint possession of properties described in Part V of the Schedule hereunder written from the parties hereto of the 1st Part.

6. The parties hereto of the 1st Part hereby agree that the Party hereto of the 2nd Part shall be entitled to the rents, issues and profits of the properties described in -- Part - I hereunder written for his exclusive use and benefit on and from the 1st day of October, 1957.

7. The parties hereto of the 1st part hereby agree - that the party hereto of the 3rd part shall be entitled to the rents issues and profits of the properties described in Part II hereunder written for his exclusive use and benefit on and from the 1st day of October, 1957.

8. The parties hereto of the 1st part hereby agree that the party hereto of the 4th part shall be entitled to the rents, issues and profits of the properties described in Part - III hereunder written for his exclusive use and benefit on and - from the 1st day of October, 1957.

9. The parties hereto of the 1st part hereby agree - that the party hereto of the 5th part shall be entitled to the rents, issues and profits of the properties described in -- Schedule IV hereunder written for his exclusive use and benefit and from the 1st day of October, 1957.



10. The parties hereto of the 2nd, 3rd, 4th and 5th parts hereby agree that the parties hereto of the 1st part are entitled to receive and realise all rents, issues and profits of the properties described in Parts 1, 2, 3, 4 and 5 of the Schedule hereunder written upto 30th day of September, 1957.
11. The parties hereto of the 1st part hereby declare that all rates, taxes and other outgoings payable in respect of the properties described in Parts 1, 2, 3, 4 and 5 of the Schedule hereunder written upto 30th September, 1957 have been or will be paid out of the assets now in their hands or out of the assets that are likely to come in their hands in future.
12. The parties hereto of the First Part hereby agree to pay to the party hereto of the 2nd part a sum of Rs. 2,450/- only on or before the *31st* day of *MARCH 1958* out of the assets now in their hands or out of the assets that may come into their hands in future.
13. The parties hereto of the 1st part hereby agree to pay to the party hereto of the 3rd part a sum of -- Rs. 1,830/- only on or before the *31st* day of *MARCH 1958* out of the assets now in their hands or out of the assets that may come into their hands in future.
14. The parties hereto of the 1st Part hereby agree to pay to the party hereto of the 4th part a sum of





-7-

Rs.1,830/- only on or before the *31st* day of *March 1958* out of the assets now in their hands or out of the assets that may come into their hands in future.

15. The parties hereto of the 1st part hereby agree - to pay to the party hereto of the 5th part a sum of Rs.2,460/- only on or before the *31st* day of *March 1958* out of - the assets now in their hands or out of the assets that may come into their hands in future.

16. The parties hereto of the 3rd and 4th parts hereby acknowledge that on and from the 1st day of October, 1957 - they are residing at premises No. 34/1, Elgin Road, Calcutta as 'Licencees' of the parties hereto of the 2nd and 5th parts and that they the parties hereto of the 3rd and 4th parts shall and will vacate the said premises No. 34/1, Elgin Road, Calcutta on or before the expiry of 31st December, 1957.

17. The parties hereto of the 3rd and 5th parts hereby agree that they will jointly pay the undermentioned sums - monthly and every month to the undermentioned persons during the terms of their respective natural lives commencing from October, 1957 in terms of the said Will dated the 2nd day of August, 1929 made by Sir Provash Chandra Mitter, deceased and also in terms of the Deed of Charge dated the 20th September, 1935 executed by the parties hereto of the 1st part:

- i) Rs.30/- per month to Sm. Monorama Kar.
- ii) Rs.30/- per month to Sm. Kamala Guha.
- iii) Rs.30/- per month to Sm. Usharani Bose.
- iv) Rs.100/- per month to Sm. Nalini Roy Chowdhury.



18.

18. The parties hereto of the 3rd and 5th parts - hereby agree to indemnify and to keep indemnified the - other parties hereto against all claims and demands by the - persons mentioned in the last preceding clause for the - amounts mentioned therein.

19. If at any time hereafter any liability incurred by the said Sir Provash Chandra Mitter, deceased or any liability payable out of the assets in the hands of the parties hereto of the 1st part is discovered or established in a Court of Law either against any of the parties hereto or against any of the properties mentioned in the Schedule hereunder written, such liability shall be borne by the - parties hereto of the 2nd, 3rd, 4th and 5th parts in -- equal shares.

20. All moneys or other assets now lying in the hands of the parties hereto of the 1st part shall after meeting the expenses incurred by the parties hereto of the 1st part and after making the payments as herein - provided be distributed by them amongst the parties hereto of the 2nd, 3rd, 4th and 5th parts equally.

SCHEDULE I REFERRED TO ABOVE:

Part -I.

1. ALL THAT undivided half share in partly one, partly two and partly three storied house and premises being -- premises No.34/1, Elgin Road in the town of Calcutta contain- area of 1 Bigha 8 Cottahs 8 Chittacks and 27 Sq. Ft.



Division 6



-3-

Division 6 Sub-division J Holding No. 493 (Old 163/A, B & C)
109, 109, 108
Mouza Chakraberia, Dehi Panchannagram, P.S. Showanipore, Sub-
Registry Alipore District 24, Parganas.

2. ALL THAT partly one and partly two storied house and premises being premises No.34, Elgin Road, Calcutta containing an area of 4 Cottahs 14 Chittacks and 3 Sq. Ft. Division 6 - Sub-Division J Holding No.104 (Old 1641A) Mouza Chakraberia Dehi Panchannagram P.S. Showanipore, Sub-Registry Alipore, District 24, Parganas.
3. ALL THAT partly one and partly two storied premises being premises Nos.42A, 42B, 42C, 42D and 42E, Ashutosh Mukherjee Road in the town of Calcutta measuring 8 Cottahs 3 Chittacks and 21 Sq. Ft. Holding No.351, Division 6 Sub-division C, Touzi No.1299 Mouza Kansaripara, Dehi Panchannagram, P.S. Showanipore District 24 Parganas, Sub-Registry Alipore.
4. ALL THAT partly one, partly two and partly three storied house and premises being premises No.52/1A, Harish Mukherjee Road in the town of Calcutta measuring 10 Cottahs 2 Chittacks and 36 Sq. Ft., Holding No.310, Division 6, Sub-Division C, Touzi No.2833, Mouza Kansaripara, Dehi Panchannagram, P.S. Showanipore, District 24, Parganas, Sub-Registry Alipore.
5. ALL THAT portion of premises Nos. 39/A, Russa Road East in the town of Calcutta together with the one storied building thereon measuring 19 Cottahs 2 Chittacks and 11 Sq. Ft.,

Holding



Holding No.25/A, Division 6, Sub-division 3, Touzi No.2833, Mouza South Mudi Dehi Panchannagram, P.S. Tollygunge, Sub-Registry Alipore, District 24, Parganas marked Lot 'B' and bordered red in the Plan No. 1 annexed hereto.

✓6. ALL THAT portion of premises No. 54/A, Tiljala Road in the town of Calcutta together with the structures thereon measuring 1 Bigha 10 Cottahs 11 Chittacks and - 9 Sq. Ft. Holding No. 9, Division 5, Sub-division 4 Touzi No.2833, Mouza Furba Tiljala Dehi Panchannagram, P.S. Ballygunge, Sub-Registry Sealdah, District 24, Parganas, marked Lot 'B' and bordered red in the Plan No.2 annexed hereto.

7. ALL THAT piece or parcel of land being portion of premises No. 71/B, Kansaripara Road in the town of Calcutta measuring 4 Cottahs 0 Chittacks and 9 Sq. Ft. Holding - No.310 Division 6, Sub-division 3, Touzi No.2833, Mouza Kansaripara, Dehi Panchannagram, District 24, Parganas, Showanipore, Sub-Registry Alipore, marked Lot 'B' and bordered red in the Plan No. 3 annexed hereto.

Part -2.

1. ALL THAT portion of premises Nos. 33, 34, 34/1, and 35, Russa Road East in the town of Calcutta together with the structures thereon measuring 1 Bigha 8 Cottahs 11 Chittacks and 31 Sq. Ft., Holding No. 25/A, Division 6, Sub-division 3, Touzi No.2833, Mouza South Mudi, Dehi Panchannagram, P.S. Tollygunge, Sub-Registry Alipore, District 24, Parganas Marked Lot 'D' and bordered sefia Plan No. 1 annexed hereto.





-11-

2. ALL THAT piece or parcel of land being portion of - premises Nos. 107, 107/1A, Tollygunge Road in the town of Calcutta measuring 1 Bigha 2 Cottahs 11 Chittacks marked Lot 'A' and bordered sefia in the Plan No. 4 annexed hereto, Holding No.19 and 20, Division 6, Sub-division G, Touzi No.1298, Mouza Sahanager, P.S. Tollygunge, District 24, Parganas, Sub-Registry Alipore.
3. ALL THAT partly one and partly two storied house and premises being premises Nos. 35/A, 35/B, 35/C and 35/D, Elgin Road in the town of Calcutta measuring 1 Bigha 11 Cottahs 7 Chittacks and 20 Sq. Ft. Holding Nos. 107, 163, Division 8, Sub-division J Mouza Chakraveria, Dehi Panchannagram, P.S. Bhowanipore, District 24, Parganas, Sub-Registry Alipore.
4. ALL THAT portion of premises No. 71/A and 71/B, Kansari-para Road in the town of Calcutta together with partly two and partly three storied building thereon measuring 4 Cottahs 3 - Chittacks and 17 Sq. Ft. marked Lot 'A' and bordered sefia in the Plan Nos. 3 annexed hereto, Holding No.310, Division 6, Sub-division C, Touzi No.2833, Mouza Kansari-para, Dehi Panchannagram, P.S. Bhowanipore, District 24, Parganas, Sub-Registry Alipore.
5. ALL THAT piece or parcel of land being premises No.6A, Ahiripukur Road in the town of Calcutta measuring 1 Bigha 0 Cottah 7 Chittacks and 37 Sq. Ft. Holding No.198, Division 5, Sub-division A, Touzi No.2833, Mouza Parannagar, Dehi --

Panchannagram,



Panchannagram, P.S. Ballygunge, Sub-Registry Sealdah,
District 24, Parganas.

6. ALL THAT piece or parcel of land being premises Nos. 14 and 14/1, Ahiripukur First Lane in the town of Calcutta measuring 16 Cottahs 0 Chittacks and 41 Sq. Ft. Holding No.192, Division 5, Sub-division A, Touzi No.2833, Mousa Parannagar, Dehi Panchannagram, P.S. Ballygunge, - Sub-Registry Sealdah, District 24, Parganas.

Part - 3.

1. ALL THAT portion of premises Nos. 36, 37 and 38, Russa Road East together with partly one and partly two storied building thereon measuring 17 Cottahs 11 Chittacks and 16 Sq. Ft. Holding No. 25/A, Division 6, Sub-division S, Touzi No.2833, Mousa South Madi, Dehi Panchannagram, P.S. Tollygunge, Sub-Registry Alipore, District 24, Parganas, marked Lot 'C' and bordered yellow in the Plan No.1 annexed hereto.
2. ALL THAT piece or parcel of land being portion of premises Nos. 107/1D, 107/1E and 108, Tollygunge Road in the town of Calcutta together with the structures -- thereon measuring 1 Bigha 19 Cottahs 15 Chittacks and 19 Sq. Ft. marked Lot 'C' and bordered yellow in the - Plan No. 4 annexed hereto, Holding No. 19 and 20, Division 6, Sub-division G, Touzi No.1298, Mousa Sehanagar, Dehi Panchannagram P.S. Tollygunge, District 24, Parganas, Sub-Registry Alipore.





-13-

3. ALL THAT partly one, partly two and partly three storied premises No.1/4, Justice Dwarika Nath Road in the town of Calcutta measuring 12 Cottahs 10 Chittacks and 42 Sq. Ft. Holding No.103, Division 6, Sub-division J, Mouza Chakraberia, Dehi Panchannagram P.S. Bhowanipore, District 24, Parganas, Sub-Registry -- Alipore.
4. ALL THAT partly one, partly two and partly three storied house and premises being premises Nos.61/A, 61/B, 61/C, Padma-pukur Road and premises Nos. 22/1F and 22/1G, Chakraberia Road South in the town of Calcutta measuring 8 Cottahs 12 Chittacks and 17 Sq. Ft. Holding 35 (formerly 39) Division VI, Sub-division M, Mouza Kansaripara, Dehi Panchannagram, P.S. Bhowanipore, District 24, Parganas, Sub-Registry Alipore.
5. ALL THAT partly one, partly two and partly two premises being premises Nos. 21/A, 21/B, 21/C and 21/D, Shyama Prosad Mukherjee Road (Formerly Nos. 159/A, 159/B, 159/C and 159/D, Russa Road South) in the town of Calcutta measuring 7 Cottahs 10 Chittacks and 33 Sq. Ft., Holding No. 341, Division 6, - Sub-division M, Mouza Kansaripara, Dehi Panchannagram, P.S. Bhowanipore, District 24, Parganas, Sub-Registry Alipore.

Part - 4.

1. ALL THAT undivided half share in partly one, partly two and partly three storied house and premises No. 34/1, Elgin Road in the town of Calcutta containing an area of 1 Bigha 8 Cottahs 8 Chittacks and 27 Sq. Ft., Holding No. 433 (old 163/A, 109, 109, 108

B



B & C) Division 6, Sub-division J. Mouza Chakrabaria,
P.S. Showanipore, Sub-Registry Alipore District 24, Per-
ganas.

2. ALL THAT piece or parcel of land being portion of
premises No. 39/A, Russa Road East in the town of Calcutta
measuring 1 Bigha 2 Cottahs 14 Chittacks and 36 Sq. Ft.
Holding No.25/A, Division 6, Sub-division 5 Touzi No.2833,
Mouza South Madi, Dehi Panchannagram, P.S. Tollygunge Sub-
Registry Alipore, District 24, Parganas marked Lots 'A'
and 'A'₂ and bordered green in the Plan No.1 annexed hereto.

3. ALL THAT portion of premises No. 54/A, Tiljala
Road in the town of Calcutta together with the struc-
tures thereon measuring 1 Bigha 17 Cottahs 5 Chittacks
and 38 Sq. Ft. Holding No. 9, Division 5 Sub-division W
Touzi No.2833, Mouza Purba Tiljala, Dehi Panchannagram,
P.S. Ballygunge, Sub-Registry Sealdah, District 24, Par-
ganas, marked Lot 'A' and bordered green in the Plan No.2
annexed hereto.

4. ALL THAT piece or parcel of land being portion of
premises Nos. 107/1A and 107/1B, Tollygunge Road in the
town of Calcutta with the structures thereon measuring 1
Bigha 18 Cottahs 14 Chittacks and 26 Sq.Ft. marked Lot 'B'
and bordered green in the Plan No.4 annexed hereto Holding No
and 20, Division 6, Sub-division G, Touzi No.1298, Mouza -
Sahanagar, Dehi Panchannagram, P.S. Tollygunge, District





24, Parganas, Sub-Registry Alipore.

5. ALL THAT partly one, partly two storied house and premises being premises Nos. 22/1A, 22/1B, 22/1C, 22/1D, --- --- --- --- Chakraberia Road South in the town of Calcutta measuring 18 Cottahs 12, Chittacks and 34 Sq. Ft. Holding No. 35 (formerly No.39) Division VI, Sub-Division M, Mouza Kansaripara, Dehi Panchannagram, P.S. Showanipore, District 24, Parganas, Sub-Registry Alipore.

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

SIGNED SEALED AND DELIVERED by the Executors abovesaid at Calcutta in the presence of:-

Kamal Chandra
Sudhansu Kumar mittal
Sudhansu Kumar mittal

[Handwritten signature]

SIGNED SEALED AND DELIVERED by the party hereto of the Second Part at Calcutta in the presence of:-

Sudhansu Kumar mittal

[Handwritten signature]

[Handwritten text]

SIGNED



SIGNED SEALED AND DELIVERED by
the Party hereto of the Third
Part at Calcutta in the --
presence of:-

Santosh Kumar Mitra

f. C. Mitra

Manabendra Nath Mitra
24, Upper Road, Calcutta

SIGNED SEALED AND DELIVERED by
the Party hereto of the Fourth
Part at Calcutta in the presence
of:-

Abinash Chandra Mitra
24, Upper Road, Calcutta
Manabendra Nath Mitra
24, Upper Road, Calcutta

f. C. Mitra

Manabendra Nath Mitra
24, Upper Road, Calcutta

SIGNED SEALED AND DELIVERED by
the Party hereto of the Fifth
Part at Calcutta in the presence
of:-

Manabendra Nath Mitra

f. C. Mitra

Manabendra Nath Mitra
24, Upper Road



Manabendra Nath Mitra



11
11.10.57

Manmohan Prasad Bhattacharya
Sub-Changeman Kumar Bhattacharya

35
D.S.R. Subbaya

Manmohan Prasad Bhattacharya

with Mr. Subbaya
11.10.57

Manmohan Prasad Bhattacharya
Sub-Changeman Kumar Bhattacharya
Joint Managers of
Kumar Bhattacharya

Sub-Changeman Kumar Bhattacharya
Joint Managers of
Kumar Bhattacharya

Joint Managers of
Kumar Bhattacharya



10.2.76

DATED THIS 10th DAY OF February 1976

IN THE COURT OF
JUDGE No. 4th Bench
FILED AT ...
SERIAL NO. ...

20/2/76

19

2-2-57

-B E T W E E N-

KAMAL CHANDRA CHUDER & ORS. -1st Part
SUNHANGSHU KUMAR MITTER .. -2nd Part
SANTOSH KUMAR MITTER. .. -3rd Part
BIMAL KUMAR MITTER. .. -4th Part

-A N D-

AHUN KUMAR MITTER. -5th Part

AGREEMENT.

206
9731
57

206
9731
57

Registered in
I
155
219

20. 12. 59

Comptroller