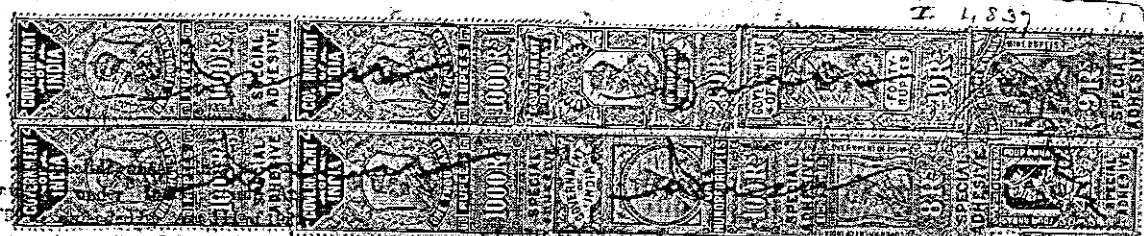


5439

1,837



Section 82(i) of Calcutta Improvement Act 1911 Schedule IA No. 23 + 50

Rs. Az

Stamp duty paid under the Indian Stamp Act as amended by Act III of 1922.

1868-8

Additional duty paid under the Calcutta Improvement Act.

2489-10

Paid in excess

1050-4

Total

CALCUTTA COLLECTORATE

Fees paid as under A-2521

Registering Office 2521

THIS INDENTURE made this Second day of December One thousand nine hundred and ---
 thirty-eight BETWEEN WILLIAM REGINALD TAPPER, Administrator to the Estate of Carr ----
 Lazarus Philipps deceased, of Nos. 3 and 4, Strand Road in the town of Calcutta, here-
 inafter referred to as the "VENDOR" (which expression shall unless excluded by or ----
 contrary to the subject or context include his successor or successors-in-office and -
 also the heirs and legal representatives of the said Carr Lazarus Philipps deceased) -
 of the ONE PART and SIR UPENDRA NATH BRAHMACHARI Kt., son of Doctor Wilmoney Brahma-
 chari deceased, by caste Brahmin, by occupation Medical Practitioner, residing at No.19
 Loudon Street, in the town of Calcutta, hereinafter called the "PURCHASER", (which ----
 expression shall unless repugnant or contrary to the context include his heirs, execu-
 tors, administrators, representatives and assigns) of the OTHER PART WHEREAS one Carr -
 Lazarus Philipps who was a naturalised British subject, domiciled in India was ----
 seised and possessed of or otherwise well and sufficiently entitled, inter-alia, to ---
 the messuages, lands, hereditaments and premises Nos. 8/1 and 9/1A Alipore Park Road --
 within the Municipal limits of the town of Calcutta aforesaid and which premises have -
 been formed out of Nos. 7 & 8 Alipore Park Road (formerly Nos. 1, 2 & 3 Durgapore Park
 and more formerly Nos. 9 Durgapore Road and 23 Durgapore Lane) hereinafter mentioned --
 as and for an absolute estate of inheritance in fee simple in possession or an estate -
 analogous thereto AND WHEREAS the said Carr Lazarus Philipps died childless at his ---
 residence at No. 8/2 Alipore Park Road in the suburbs of Calcutta on the 17th day of -
 April 1937 seised and possessed of inter-alia the said premises Nos.8/1 and 9/1A Alipon
 Park Road after having published his last Will and Testament dated the 28th day of ---
 February 1930 whereby after giving certain pecuniary legacies the said Carr Lazarus ---
 Philipps gave, devised and bequeathed all the rest and residue of his real and personal
 estate unto his Trustees named in the said Will upon trust, inter-alia, to sell, call -
 in and convert into money the same or such part thereof as shall not consist of money
 AND WHEREAS the said Trustees named in the said Will having renounced Probate thereof -
 Letters of Administration (with a copy of the said Will annexed) to the estate of ---
 the said Carr Lazarus Philipps deceased were granted by the High Court of Judicature -
 at Fort William in Bengal in its Testamentary and Intestate Jurisdiction on the 4th day
 of June 1938, to the said William Reginald Tapper, who has since been in possession of
 amongst others the said premises Nos. 8/1 and 9/1A Alipore Park Road, as such adminis-
 trator as aforesaid AND WHEREAS the Vendor hath contracted with the Purchaser for ----

125483

125

1868-8
2489-10
1050-4

for the absolute sale to him of the said premises No. 8/1 Alipore Park Road then-
believed to be measuring Thirty-five Cottahs & Fifteen Chittacks more or less with-
the brick-built messuage or dwelling house and Durwans' quarters thereon or on ---
part thereof for the sum of Rupees One Lac and Nine thousand AND ALSO the premises
No. 9/1A, Alipore Park Road then believed to be measuring approximately Eight ---
cottahs more or less at the price of Rupees One thousand and five hundred per ---
Cottah AND WHEREAS the sum of Rupees One thousand and one has already been paid to
the Vendor as and by way of earnest money and in part payment of the said considera-
-tion AND WHEREAS the said premises Nos. 8/1 and 9/1A Alipore Park Road have been-
jointly surveyed and found to contain an area of Thirty-six cottahs One chittacks,
and Forty Sq.ft and Ten cottahs Ten chittacks & Twenty-two Sq.ft. respectively and ---
the total price of the said premises No. 9/1A Alipore Park Road has come to Rupees
Fifteen thousand four hundred and eighty-three annas five and pies four which sum
together with the said sum of Rupees One Lac and Nine thousand the agreed price of
the said premises No. 8/1 Alipore Park Road aggregate Rupees One Lac Twenty-four --
thousand four hundred and eighty-three annas five and pies four NOW THIS INDENTURE
WITNESSETH that in pursuance of the said Agreement and in consideration of the said
sum of Rupees One Lac Twenty-four thousand four hundred and eighty-three annas five
and pies four of lawful money of British India to the Vendor paid by the 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 messuages, lands, --
hereditaments and premises hereinafter mentioned he, the Vendor, doth hereby acknow-
-ledge and of and from the same and every part thereof acquit, release and discharge
the Purchaser and also the said messuages lands hereditaments and premises hereby
intended to be conveyed) he, the Vendor, doth by these presents grant, sell, trans-
fer and convey unto the Purchaser FIRSTLY ALL THAT piece or parcel of revenue-free
or Lakheraj land containing an area of One Bigha Sixteen Cottahs One Chittacks and
Forty Sq.ft being the premises now known as 8/1 Alipore Park Road within the ----
Municipal limits of the town of Calcutta within the brick-built messuage or dwell-
ing house and all other buildings, yards, outhouses, garages thereon or on part ---
thereof butted and bounded on the NORTH partly by premises No. 8/5 Alipore Park Road
and partly by premises No. 8/4 Alipore Park Road on the SOUTH by Common passage and
beyond that partly by premises No. 9/1A Alipore Park Road also hereby conveyed unto
the Purchaser and partly by No. 19 Raja Santosh Road on the EAST by Alipore ----
Park Road and on the WEST by No. 8/1/1 Alipore Park Road AND SECONDLY ALL THAT --
Piece or parcel of revenue-free or Lakheraj land containing an area of Ten Cottahs
Ten Chittacks & 22 Sq.ft being the premises now known as 9/1A Alipore Park Road ---
within the Municipal limits of the town of Calcutta, butted and bounded on the --
NORTH by the said common passage and beyond that the said No. 8/1 Alipore Park --
Road on the SOUTH partly by premises Nos. 9 & 10 Alipore Park Road and partly by No.
19 Raja Santosh Road on the EAST by Alipore Park Road and on the WEST by premises
No. 19 Raja Santosh Road, both the said premises being situate in Mouza Durgapore
Pergana Magura, Thana and Sub-Registration District Alipore in the District of ---
Pergunnas and delineated in the Map or Plan hereto annexed and therein coloured red
and marked as Nos. "8/1" and "9/1A" respectively OR HOWSOEVER OTHERWISE the said
messuages, lands, hereditaments and premises now are or heretofore were situate,

11/38
Sub-Registrar

situate, butted, bounded, called, known, numbered, described or distinguished TOGETHER --
WITH all trees, shrubs, ancient and other lights, walls, ways, paths, passages, sewers, -
drains, water, water-courses and all manner of rights, liberties, easements, privileges
and appurtenances whatsoever to the said messuages, lands, hereditaments and premises ---
belonging or in anywise appertaining to or with the same or any part thereof now are or -
heretofore were held, used, occupied or enjoyed or reputed to belong or be appurtenant -
thereto, Together with the right to use and enjoy as common owner with the vendor and ---
all other persons, who have or may hereafter have the like right, privilege, benefit, ---
right of way and other rights, over the said private passage in between the said two ----
premises hereby conveyed and formed out of the Vendor's other lands and shown in the ----
said Map or Plan as "passage" upto the point marked therein as " P Q " PROVIDED ALWAYS ---
the Purchaser shall use the said private passage upto that point P Q only as a passage --
for egress and ingress to the said lands, hereditaments and premises hereby conveyed and
not as a highway for heavy lorries, bus or other heavy conveyances AND the rents, issues
and profits thereof AND all the estate, right, title, interest, property, claim and ----
demand whatsoever of the said Vendor in to and upon the said messuages, lands heredita-
ments and premises or any part thereof AND all deeds, writings and evidences of title ---
whatssoever exclusively relating to the said messuages, lands, hereditaments and premises
AND attested copies of all deeds, pottahs, muniments, writings and evidences of title --- 9
which in anywise exclusively relate to the said messuages, lands, hereditaments and pre-
mises or any part or parcel thereof and which now are or hereafter shall or may be in the
custody, power or possession of the Vendor or any person or persons from whom he can or -
may procure the same without action or suit TO HAVE AND TO HOLD the messuages, lands ----
hereditaments and premises hereby granted transferred and conveyed or expressed or -----
intended so to be unto the Purchaser absolutely and forever And the Vendor doth hereby --
covenant with the Purchaser that the Vendor has not done or been party or privy to any-
thing whereby the said messuages, lands, hereditaments and premises have been encumbered
or whereby the Vendor is in any way prevented from conveying or transferring the said ---
messuages, lands, hereditaments and premises unto the said Purchaser in manner aforesaid
AND IT IS HEREBY AGREED AND DECLARED by and between the parties to these presents that the
Purchaser shall have the right of user and enjoyment of the said passage upto the point -
marked as P Q in the said Map or Plan and lying between the said two premises hereby ----
conveyed and which passage is Twenty-six feet wide where it meets with Alipore Park Road
and is 29 Feet wide at the said point marked as P Q at the South West corners of the said
premises No. 5/1 Alipore Park Road and delineated in the said Map or Plan as "Passage" --
and that the Purchaser shall have a right of way for access to and from the said messuages
lands, hereditaments and premises hereby conveyed to him as aforesaid and shall always be
entitled to lay drainage and water pipes and to have also underground or overhead wire for
supply of electric current without however in any way interfering with the rights of other
persons who already have or may hereafter acquire any right similar to his the Purchaser's
on the said portion only of the said private passage or common way PROVIDED ALWAYS that the
Purchaser shall at his own costs and expenses make good or cause to be made good all ----
damage that may be done to the surface by reason of laying of such drain, sewers and ----
pipes under-ground and will not at any time commit nuisance on the said portion of the --

the said private passage or cover any portion thereof AND that the responsibility of making good any damage that may be caused by any other person interested in -- the user or enjoyment of the said common passage by reason of laying any drains -- sewers or under-ground pipes or otherwise shall remain with such person who shall on receipt of information thereof cause to be made good the same with all convenient speed AND the Purchaser shall also be entitled to keep doors, windows and -- other openings abutting on the said private passage of the buildings or out-offices which may be constructed by the Purchaser on the said messuages lands hereditaments and premises without however in any way obstructing or encroaching on ~~the~~ the said passage AND IT IS HEREBY FURTHER AGREED AND DECLARED that so long as the Vendor shall not sell the premises No. 8/1/1 and 8/2 Alipore Park Road the Purchasers shall contribute and pay half the costs of maintaining only the said ---- portion of the said private passage or common way over which the Purchaser shall have rights as aforesaid and if the Vendor shall sell the said premises Nos. ---- 8/1/1 and/or 8/2 Alipore Park Road and more than one person other than the purchaser shall be interested in the user and enjoyment of the said portion only of the said common way or private passage then the purchaser shall contribute and pay -- one-third only of the costs of such maintenance and repair AND the Vendor doth -- hereby covenant with the said Purchaser that he, the Vendor, or the person or -- persons for the time being having the custody thereof, will unless prevented by -- fire or other inevitable accident from time to time and at all times hereafter, -- upon every reasonable request and at the cost of the said Purchaser produce or -- cause to be produced to him or his Solicitors or Agents or at any trial, hearing, commission, examination or elsewhere as occasion shall require, all or any of --- the deeds and writings comprised in the Schedule hereto for the proof, defence and support of the title and possession of the purchaser or any such other person or persons as aforesaid to the said messuages lands, hereditaments and premises ---- hereby conveyed or expressed so to be or any part thereof and also will at the -- like request and cost make, furnish and deliver or cause to be made, furnished and delivered unto the Purchaser such certified or other copies or extracts of and -- from the said deeds and writings or any of them as he may require and will in the meantime unless prevented as aforesaid keep or cause to be kept the said deeds -- and writings safe, unobliterated and uncanceled.

--: SCHEDULE ABOVE REFERRED TO:-

1. Original Bengalee Bill of Sale from Kaliprosad Mondol to Ramtanu Dutt dated the 4th Bhadra 1241 B.S.
- ✓ 2. Original Bengalee Bill of Sale from Ramtanu Dutt to Giridhari Mondol dated the 26th Agrahayan 1243 B.S.
- ✓ 3. Two Awards of the Deputy Collector of 24 Pargannas in the ---- Redemption Case No. 257 of 1855 dated the 20th December 1855.
- ✓ 4. Original Bengalee Bill of Sale from Sm. Dinamoyee Dassi to ---- Sreemati Sachimoni Dassi dated the 12th Bhadra 1268 B.S.
- 5.

7/12/55
District Judge

5. Attested copy of the Bengalee Bill of Sale from Srinath Mandol & anr to --
Kaliprosad Mondol dated the 17th Agradhayan 1274 B.S.
6. Original Bengalee Bill of Sale from Kali Prosad Mandol to Hem Chandra ---
Mandol dated the 24th Joista 1277 B.S.
7. Original Bengalee Kot-Kowla from Sm. Sachimoni Dassi to Sm. Ramani Dassi--
dated the 20th August 1877.
- 8- Certified copy of the order dated 26th August 1881 made in Land Registra-
tion Case No. 2 of 1881-82 recording Hem Chandra Mandol's name in respect of Durgapore --
lands.
9. Original Bengali Mortgage from Hem Chandra Mondol to Heera Lall Sadhukhan
dated the 6th May 1908 with Release endorsed thereon.
10. Original Bengali Release from Sm. Ramani Dassi to Hem Chandra Mondal -----
dated the 25th April 1909.
11. Original Bengali Mortgage from Hem Chandra Mondal to Heera Lall Sadhukhan
dated the 7th Assar 1316 B.S. with Release endorsed thereon.
12. Original Bengali Mortgage from Hem Chandra Mandol to Kedar Nath Chakra-
verty dated the 23rd August 1912 with Release endorsed thereon.
13. Certified copy of the Plaint in Suit No. 138 of 1915 of the 1st Court of --
Sub-Judge of 24 Pergunnas (Monmohini Dassi -vs- Hem Chandra Mandol).
14. Certified copy of the Judgment in the said Suit No. 138 of 1915 dated the
8th May 1916.
15. Original Conveyance dated the 12th July 1915 from Hem Chandra Mondal to ---
Sm. Lilabati Debi.
16. Certified copy of the Judgment in L. A. Suits Nos. 28 & 29 of 1916 dated
the 11th January 1917.
17. Original Bengali Release from Sm. Kadamini Dassi & ors to Hem Chandra ----
Mondal dated the 24th April 1920.
18. Original Bengali Deed of sale from Sm. Lilabati Debi to Gobinda Chandra --
Bose dated the 1st September 1920.
19. Original Bengali Deed of Sale from Hem Chandra Mondal & Gobinda Chandra Bose
to Nagendra Bala Dassi dated the 25th July 1921.
- 20- Original Agreement for sale from G.C. Bose Esqr to C.L. Phillips dated the --
1st December 1921.
21. Original Conveyance from Gobinda Chandra Bose to C. L. Phillips dated the
1st May 1922.
22. Original Conveyance from Nagendra Bala Dassi & ors to C. L. Phillips Esqr --
dated the 1st May 1922.

- ✓ 23. Original Bond of Indemnity from Nogendra Bala Dassi & ors to C. L. ----
Phillipps dated the 1st May 1922.
- ✓ 24. Original Conveyance dated the 26th September 1923 from Hem Chandra Man-
dol to C. L. Phillipps.
25. Copy of the Bengali Bill of Sale from Nilmoni Banerjee to Sm. Radomohini
Dassi dated the 5th Agraayan 1267 B.S.
26. Copy of the Bengali Kabuliyat from Mowri Baistabi to Munshi Marufal --
Huq dated the 18th Kartik 1298 B.S.
27. Copy of the Bengali Bill of Sale from Sm. Radambini Dassi to Munshi ---
Marufal Huq dated the 14th July 1876.
28. Copy of the Kabuliyat from Shib Chandra Bera to Munshi Marufal Huq ----
dated the 25th January 1909.
29. Attested copy of the Deed of Transfer from Umbica Charan Roy to W.M. --
Osmond & ors dated the 23rd April 1889.
30. Attested copy of the Conveyance from W.M. Osmond & ors to W. Robson & --
ors dated the 1st February 1911.
31. Attested copy of the Deed of Exchange from W. Robson Esq to J.S. Mac-
donald & ors (with Plan annexed) dated the 17th February 1911.
32. Attested copy of the Conveyance and Assignment from J.S. Macdonald & ---
Ors to Mackintosh Burn & Co Ltd dated 12th December 1913.
33. Original Agreement for Sale between Mackintosh Burn Ltd and Nawabzada
S.M. Meerza dated the 8th July 1915.
34. Original Conveyance between Mackintosh Burn Ltd 1st part Nawabzada ----
S. M. Meerza 2nd part and C. L. Phillipps Esq 3rd part with plan attached dated
23rd January 1922.
35. One Smart's Plan.
36. Original Memorandum of Deposit of title deeds from C. L. Phillipps to -
Imperial Bank of India dated the 30th June 1930.
- ✓ 37. Certified copies of two Agreements dated the 16th October 1911 and ----
28th August 1912 respectively relating to the title of Alipore properties.
38. Copy of the Bengali Kobala from Ramchandra Dutt to Ambica Charan Roy --
dated the 13th Aswin 1279 B.S.
39. Copy of the Bengali Bill of Sale from Ramkanai Ghose to Kali Charan --
Dutt dated the 29th Agraayan 1205 B.S.
40. Copy Translation of Bengali Ekrar (order) of the Asst. Collector of 24
pergunnas in case between the Government Against Abou Mahomed Kajee & ors dated
the 3rd April 1845.
- 41.

- 41- Attested copy of the Perpetual Lease from Umbica Charan Roy to W.M. Osmond & another dated 30th September 1880.
42. Attested copy of the Bond of Indemnity from Umbica Charan Roy to W.M. Osmond and another dated 30th September 1880.
43. Attested copy of the Conveyance from Surendra Nath Roy & ors to Messrs. Mackintosh Burn & Co dated 16th May 1911.
44. Attested copy of the Bond of Indemnity from Surendra Nath Roy & ors to Mackintosh Burn & Co dated 16th May 1911.
45. Attested copy of the Bengali Deed of Sale from Mahesh Chandra Das to Madhab Chandra Sardar dated 22nd Pous 1277 B.S.
46. Attested copy of the Bengali Deed of Sale from Madhab Chandra Sardar to Raimoni Dassee dated 29th Agrahayan 1282 B.S.
47. Attested copy of the Declaration of Raimoni Dassee and anr. dated 2nd October 1879.
48. Attested copy of the Bengali Deed of Sale from Madhab Chandra Chowdhury & anr to W. M. Osmond & others dated 2nd October 1879.

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

SIGNED, SEALED AND DELIVERED

by the abovenamed William --
Reginald Tapper in the presence of

Hawaila Nath
Solicitor, Cal.
Nishin Rangan Hazra
Att. Pleader C.C. Ben.
Solicitor.

SIGNED, SEALED AND DELIVERED

by the above named Sir Upendra Nath
Brahmachari Kt in the presence of -

Sara Patra Sen
Clerk to Messrs Charu Chandra Sen
Solicitors
7 Old Post Office Street
Calcutta

Upendranath Brahmachari

Received of and from the within named Purchaser
the within mentioned sum of Rupees One Lac ---
Twenty-four thousand four hundred and eighty three Rs 1,24,483/5/4
Annas Five pies four being in full of the consi-
deration money which was payable by him to me --
as per memo below:-

M E M O:

By Earnest money duly received Rs 1001/-

Chque No. 38,61164 Dated the 1st December 1938

of the Imperial Bank of India, Bank Street Branch

for Rs 1,23,482/5/4 per only Rs 1,23,482/5/4 per

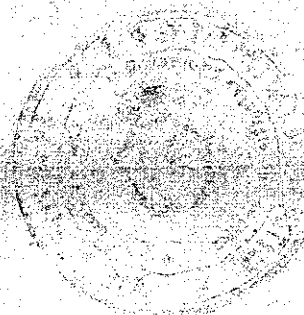
Rs 1,24,483/5/4 per

Rupees one lac twenty four thousand four hundred
and eighty three annas five and four 1/2

Witnesses -

Adwaita Natha Sir

Nathu Rajan Hazra



[Signature]
12/38

PARK ROAD & NO 9/1A, ALIPORE PARK ROAD

NO 2/1/1

NO 8/4

NO 8/4

NO 14 RAJA SANGH ROAD

NO 9/1A

Upendranath Mahimachari

Witness
Dwarkanath Mathur

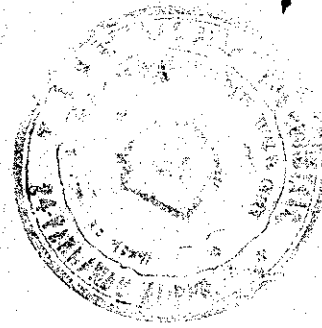
Salim Razvi Hagar

Tara Padma Sen

1790

Callid
CHARTERED SURVEYOR
TOVER HOUSE
HOWELINGHREE
CALCUTTA

presented for Registration at 12.30 P.M. on 1st July 1928 at the Registrar's Office of the District of Calcutta by Ugenda Nath Prashnadhari son of Prashnadhari of Prashnadhari Thana, District of Calcutta By caste Prashnadhari By profession Physician



Ugenda Nath Prashnadhari
Prashnadhari
Prashnadhari

Ugenda Nath is admitted by Ugenda Nath Prashnadhari son of Prashnadhari of Prashnadhari Thana, District of Calcutta By caste Prashnadhari By profession Physician

Ugenda Nath Prashnadhari
 who is personally known to me

Ugenda Nath is admitted by Ugenda Nath Prashnadhari son of Prashnadhari of Prashnadhari Thana, District of Calcutta By caste Prashnadhari By profession Physician

Ugenda Nath is admitted by Ugenda Nath Prashnadhari son of Prashnadhari of Prashnadhari Thana, District of Calcutta By caste Prashnadhari By profession Physician

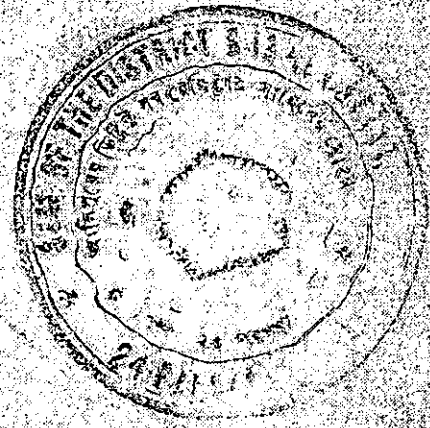
Ugenda Nath is admitted by Ugenda Nath Prashnadhari son of Prashnadhari of Prashnadhari Thana, District of Calcutta By caste Prashnadhari By profession Physician

Ugenda Nath Prashnadhari
Prashnadhari
Prashnadhari

Ugenda Nath Prashnadhari
Prashnadhari
Prashnadhari

9450
Book No
Volume No *90*
Pages *232 to 245*
Being No *14837*
For the year 19 .. *38* ..

12/-
Cash



Quadrant
10/12/38

$\frac{9}{0} 352 (197^2)$
7.1.38/2 Aliquot Trade
11/1/38

Dated this Second day of December 1938.

1

William Reginald Tappet.
-19-
Chandra Nath Brahmachari Kt.

GEORGE LYMAN E

of
Premises Nos 8/1 and 9/1A Alipore Park
Road.

5



Chandra
Nath Brahmachari
Kt.
12/1/38

Chandra Chundra Boau
Solicitors