

Admissible under Rule 23:
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Indian Stamp Act, 1899, Sched-
ule I, No. 23 Fees paid.

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Pr. 107
of 92

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Reg.
27-1-27

This Indenture

made this twentieth day of September
One thousand nine hundred and twenty two
Between Hirendra Nath Dutt son of Dwarkanath Dutt deceased
residing at No. 139 Cornwallis Street in the Town of Calcutta by caste
Kayastha by occupation a practising attorney of the High Court at
Calcutta aforesaid Benod Behary Bose son of Rai Nandalal
Bose deceased residing at No. 65 Bagbazar Street in Calcutta aforesaid
by caste Kayastha by occupation landholder and Latya Charan
Goho son of Ambica Charan Goho deceased residing at No. 66/1
Masjed Bazar Street in Calcutta aforesaid by caste Kayastha by
occupation landholder all in their capacity as executors to the Last
Will and Testament of Srimati Mukta-mata Dasi deceased herein
after collectively referred to as the "vendants" (which term shall unless
expressly excluded by or obviously repugnant to the context include
their successors representatives and assigns) of the one part and
Purna Chandra Guin son of Matthaulal Guin deceased residing
at No. 20 Mirzapur Lane in Calcutta aforesaid by caste Kangleban
by occupation landholder and trader hereinafter referred to as the
purchaser (which term shall unless expressly excluded by or obviously
repugnant to the context include his heirs executors administrators
representatives and assigns) of the other part Whereas the said
Srimati Mukta-mata Dasi who was during her life time and at the
time of her death a Hindu Lady governed by the Bengal School of
Hindu Law departed this life in or about sixteenth day of March
One thousand nine hundred and twenty one after having made
and published her last Will and Testament dated the first m m m
day of Awin one thousand nine hundred and twenty seven Bengal Style whereby and
whereof she appointed the vendors as her executors and leaving
inter alia the garden house lands hereditaments and premises
hereinafter fully set forth mentioned and described in the
Schedule hereunder written and hereby intended to be conveyed
or expressed so to be And whereas after the demise of the
said Mukta-mata Dasi the vendors in due course applied for
and on or about the fourth day of October One thousand nine
hundred and twenty one obtained from the Honble High

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Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction Probate of the said last Will and Testament of the said Mukhtamala Dasi. And whereas the said vendors as the legal representatives of the said Mukhtamala Dasi are seized and possessed of or otherwise well and sufficient-ly entitled to the messuage tenement land hereditaments and premises herein-
after more particularly mentioned and described for an Estate in fee simple-
free from incumbrances having authority to sell the same by virtue of the power
contained in the said will in that behalf. And whereas the said vendors have
contracted with the said purchaser for the absolute sale to him of the said
messuage tenement land hereditaments and premises free from all incumbrances
charges attachments liens and dispendens whatsoever at or for the price of -
Rupees One Lac twelve thousand and five hundred Now this Indenture -
witnesseth that in pursuance of the agreement and in consideration of the sum
of Rupees One Lac twelve thousand and five hundred of lawful money of British
India to the said vendors 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 said messuage tenement lands heredita-
ments and premises herein after fully mentioned and described they the said
vendors do and each ^{one} of them doth hereby acknowledge and of and from the
same and every part thereof do acquit release and discharge the said
purchaser and also the said hereditaments and premises they the said vendors
do and each one of them doth by these presents grant bargain sell alien-
release and confirm unto the said purchaser All those the house messu-
age tenement lands hereditaments and premises together with the garden
lands thereunto belonging being Premises No. 8 Baginai Road in Manick-
tala in the suburbs of the town of Calcutta more fully mentioned and
described in the Schedule hereunder written On howsoever otherwise the
said land hereditaments and premises now are or is or heretofore were or
was situate but had bounded called known numbered described and
distinguished Together with all buildings yards courtyards erections -
fixtures areas sewers drains water water courses paths passages lights and
all and all manner of former or other rights liberties easements privileges -
appendages and appurtenances whatsoever to the said land hereditaments
and premises belonging or in any wise appertaining to or with the same
or any part thereof usually held used occupied or enjoyed or reputed to
belong or be appurtenant thereto And the reversions and reversions -
remainder and remainders rents issues and profits thereof and of every
part thereof And all the estate right title interest claim and demand
whosoever of the said vendors and of each one of them into and upon the
said messuage tenement lands hereditaments and premises or any or every
part thereof And all deeds pottas muniments writings and evidences of
title exclusively relating to the said premises or any part or parcel thereof
and which now are or hereafter shall or may be in the custody power or
possession of the said vendors or any person or persons from whom they or
any of them can or may procure the same without action or suit at law or
in equity To have and to hold the said messuage tenements lands heredita-
ments and premises hereby granted transferred and conveyed or expressed
and intended so to be unto the purchaser forever And the vendors do and
each one of them doth hereby covenant with the purchaser that the vendors
have not at any time heretofore made done permitted or suffered or been party
or privy to any act deed matter or thing whatsoever whereby or by reason -

Probate of
Schedule

whereof the said message land hereditaments and premises or any portion thereof are is can shall or may be impeached charged or prejudicially affected in estate or otherwise howsoever And the said vendors with intent to bind far as they can all persons into whose hands the original Probate of Will of Srimati Mukhtamala Dasi and dated the Fourth day of October thousand nine hundred and twenty one granted by the Honorable High Court in its Testamentary and Intestate Jurisdiction shall come but so as to be respectively personally liable under this covenant so long only as they shall respectively have the custody of the said original Probate hereby for themselves their successors representatives and assigns covenants with the said purchaser his heirs executors administrators representatives and assigns that they the said vendors shall and will unless prevented by fire or some other inevitable accident from time to time and at all hereafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced unto the purchaser his heirs representatives and assigns or his or their Solicitors or agents or at any trial hearing Commission or examination or otherwise as occasion shall require the said original Probate for the purpose of showing their title to the said premises or any part thereof And also at the like request and cost deliver or cause to be delivered unto the purchaser his heirs representatives and assigns such attested or other copies or extracts from or of the said original Probate as he or they may require and shall and will in meantime unless prevented as aforesaid keep the said original Probate safe unobliterated and uncanceled.

The Schedule above referred to.

✓ All that the partly one and partly two storied brick built messuage tenement or dwelling house together with the piece or parcel of revenue land and ground therunto belonging and on part whereof the same erected and built containing an area of Seven Bighas Four Cottahs and Twelve Chittaks by the same a little more or less together with tanks and out houses thereon situate lying at and being Premises of Bagmari Road, Manicktolla (formerly No 2 Bagmari Road and 98 Manicktolla Road) in the Suburbs of the town of Calcutta being in Manza Bagmari in the District of Twenty four Parganas Division 2 called Diki Ultradia and being Holding No 38 and 39 of Sub-Division II Sub-Registry Sea District Registry Alipore Thana Manicktolla and butted and bounded as follows that is to say on the North by Bagmari Road on the East by the tenanted land of Sri Krishna Mullick and others and by the garden of Dewar Ramswarnath Mohadab being Premises No 9 Bagmari Road on the South partly by the garden of Surendralal Basak and partly by the garden of Bhutnath Ganguli and on the West partly by the garden of Joy Chandra Banerjee, Bhutnath Ganguli and Shaikh Dhukar and partly by a Masjid and which premises is surrounded on all sides by brick built boundary wall.

In witness whereof the said vendors have hereunto set and subscribed their respective hands and



M. R. G.
District Registrar of

seals the day and year first above written.

Signed Sealed and Delivered
at Calcutta in the presence of

Harendra Nath



Munshi
Solicitor at Law

Binodini Devi



Robin C. Hoggan B.L.
and Women's Empowerment
Officer.

Satyakumar Ghosal



Kalyan Hari Mukherjee
55 college street

Received from the within named purchaser the sum
of Rupees One Lac, twelve thousand and five hundred
being the amount of consideration money paid by
him to us as within mentioned

Rs. 1,12,500/-

Memo: of Consideration.

Amount money Rs. 2500/-
Received this day by 4.000/- 20. 018 84814, 84812
84824 to 84826, 84973, 84974, 85422, 85423
85495 ten pieces at Rupees ten thousand each Rs. 1,00,000/-
PA 60530, 64853, 49160, 64038, 52881, 46799,
48
48449, 49595, 57157 nine pieces at Rupees one thousand
each Rs. 9,000/-
VB 46119 one piece for Rs. 500/-
84
PA 92914, PA 08270, 48 53888 PA 82172
68 75 73
four pieces at Rs. 100/- each Rs. 400/-
In small note & cash Rs. 77/-

Total Rs. 1,12,500/-

Rupees one lac twelve thousand and five hundred

Harendra Nath

Witness:

Munshi

Robin C. Hoggan

Kalyan Hari Mukherjee

Binodini Devi

Satyakumar Ghosal

2/5/22

4226

137/-

Presented for registration at 11th
on the 19th day of Sept 1922
at the Calcutta Registry Office
by Harendra Nath Datta
son of late Brahmachari Datta
of 128 Cornwallis Street Calcutta
by caste Kshatriya by profession Merchant

Harendra nath Datta

[Signature]

District Registrar of
Assurances, Calcutta

[Signature]

Registration is submitted by me alone
I am the sole proprietor of the business
and the late Brahmachari Datta was my partner
and the late Brahmachari Datta was my partner
and the late Brahmachari Datta was my partner
and the late Brahmachari Datta was my partner
all persons known to me.

Harendra nath Datta

[Signature]

District Registrar of
Assurances, Calcutta

Bimod Tihari Bann

Sahyadharan Puri

[Signature]

(12)

[Signature] in

Book No. I

Volume No. 114

Pages 292 to 299

Being No. 4223

For the year 1922



[Signature]
District Registrar of
Assurances, Calcutta

[Signature]

[Signature] dated this 19 day of Sept
1922.

[Signature]

[Signature]

Conveyance.

(12)



[Signature]
24 Bagmati Road

[Signature]
Hazra & Banerjee
Solicitors