

180

Sale 8000 rupees
Bihar on 11/11/61

66

170

100 Rs.



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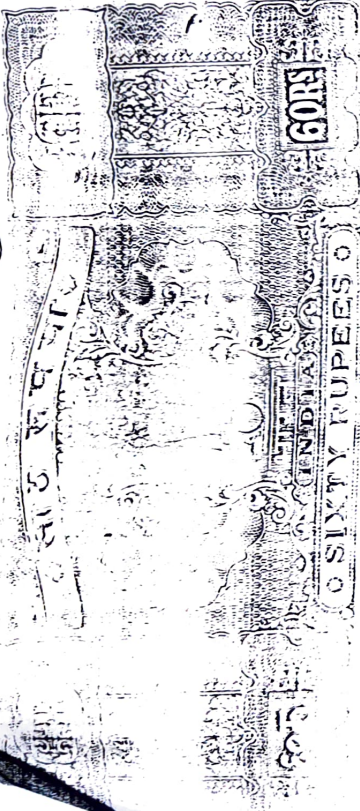
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CONVEYANCE.

This Indenture made on this the 19th. day of January, 1961 of the
 Christian Era Between Girija Shankar Chatterjee, son of Dharam,
Dhar Chatterjee, deceased, resident of 19, Kallias Eose Street,
Calcutta, by caste Brahmin, by profession landholder Hereinafter
 called the Vendor First Party And Nibaran Roy Choudhury, son of
Abhya Kumar Roy Choudhury deceased, resident of 5/6 Ballygunj
Place; Calcutta - 19 by caste Brahmin, by profession Educationist
 as Trustee of the estate of Umashankar Chatterjee, son of Dhar
Dhar Chatterjee, Hereinafter called the Vendor Second Party And
Shrimati Rubmini Debi, wife of Harihar Agarwala, by caste Agarwa,
 by profession housewife, resident of Madhupur Town, Subdivision
Deogarh in the District of Southal Parganas Hereinafter called
the Purchaser of the Other Part. WHEREAS one Sahai Bhuesam Ghose

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(2)

*Shri. Suresh Chandra Singh
Shri. Suresh Chandra Singh*

acquired a Lease in perpetuity in respect of a piece of land measuring $7\frac{1}{2}$ (Seven and a half) Gattahs in Madhupur Town from Rachandra Singh, the then Chattral of the Pathrole Estate, for building and gardening purpose by one Indenture of Lease registered on the 17th day of September 1891 in the Deoghhar Sub-registry Office in Book No. I Volume No. 10 Pages 35 to 36 as Deed No. 2132 in the Year 1891 And Whereas the aforesaid Sashi Bhusan Ghosal while seized and possessed of the said piece of land by a Deed of Conveyance registered in the Deoghhar Sub-Registry Office on the 12th day of August, 1895 in Book No. I Vol. No. 7, Pages 94-95 as Deed No. 1330 for the Year 1895 sold the aforesaid piece of land to one Priywanath De and whereas the said Priyanath De while seized and possessed of the said land by an Indenture of Sale Dated the 29th day of September, 1898 Registered in the Deoghhar Sub-Registry Office in Book No. I Vol. No. 2, Pages 282 to 284 as Deed No. 329 of the Year 1898 sold the said piece of land to Shrimati Ehabatarini Debi and whereas the ...

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(c)

*Girijabai Chatterjee
Widow of Late*

aforesaid Shrinati Bhabatarini Dobi while seized and possessed of the said land by an Indenture of Sale Dated the 1st day of March, 1900 and Registered in the Deogarh Sub-Registry Office in Pook No. I Vol. No. 2 Pages 86 to 88 as Deed No. 80 of 1900 sold the said land to Mritunjaya Chatterjee who has by him built a two-storied house thereon was seized and possessed of the same And Whereas after the death of Mritunjaya Chatterjee his grandsons Umashankar Chatterjee and Girijashankar Chatterjee the Vendor First-~~Second~~ Party succeeded to the property hereinafter mentioned in the Schedule below and intended to be sold And Whereas the aforesaid Umashankar Chatterjee and Girijashankar Chatterjee the Vendor 1st ~~and~~ 2nd Party are now the absolute owners of the said property And Whereas Umashankar Chatterjee by a deed of Settlement dated the 5th July 1932 registered in the Calcutta Registry Office in Book No. I Vol. No. 75, pages 5 to 32 as Deed No. 223A of the year 1932 appointed Pinode Pihari Chokh as Trustee to manage his estate with right to dispose of the properties in the interest of the

Not G.

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Ganga Shankar Chatterjee
Prabhu Chandra Roy

Settlor Umashankar Chatterjee And Whereas by an Indenture dated the 19th day of September, 1933 the aforesaid Settlor Umashankar Chatterjee appointed Jagadish Roychoudhury as Trustee in place of Bisade Bihari Ghosh (the later having resigned) And Whereas after Jagadish Roychoudhury, the High Court of Calcutta in suit No. 147 of 1951 in a proceeding under Sections 73 and 74 of the Indian Trust Act II of 1882 appointed Mibaran Chandra Roy Choudhury the Vendor Second Party as Trustee with powers to dispose of the property in the interest of the Settlor And Whereas the house property hereby sold and described in the Schedule hereinafter mentioned is in a bad state of repairs and has been fetching no income for the last several years And Whereas the Vendors now been seized and possessed of the property mentioned in the Schedule below And Whereas the Vendors Second Party by an Indenture of Agreement executed by him as Trustee to the Estate of Umashankar Chatterjee along with the Purchaser on the 25th day of December, 1960 agreed to sale the said property along with Girishankar Chatterjee free from encumbrance for a consideration of Rs. 8000/- (Rupees Eight Thousand) only and received from the Purchaser a sum of Rs 1000/- (Rupees One Thousand) only as earnest money from out of the consideration money of Rs. 8000/- only and agreed to transfer, convey and assign to the Purchaser free from the encumbrance the property described in the Schedule below along with Vendor 1st Party on receipt of the balance of the consideration money

NOW THIS INDENTURE WITNESSETH : That in pursuance of the said agreement and in consideration of the balance of the consideration money amounting to Rs 7000/- (Rupees Seven Thousand) only the receipt whereof the Vendors doth hereby and also as per Memo of consideration mentioned below in hand and truly paid by the

*George Rankin Wright
Witness by Plaintiff*

(70)

Purchaser to the Vendors the receipt whereof the Vendors doth hereby admit and acknowledge Vendors doth hereby grant convey, transfer and assign to the Purchaser All that land hereditaments and premises more fully described in Schedule hereunder written or howsoever otherwise the said property now is or heretofore was situated tenanted bounded called known described Together with all walls Gardens trees plants and shrubs compound drain, water courses advantages or appurtenances whatsoever to the said lands, hereditaments and premises belonging to or anywise appertaining thereto or reputed or deemed so to be or with the same any part parcel or member thereof now or heretofore held or used or occupied or enjoyed and all rents, issues and profits thereof and all the estate, right title claim interest and demands whatsoever of the Vendors of into upon and out of the said hereditaments and premises And also all such evidences of title writings and muniments relating to or concerning the same as are in possession of the Vendors more particularly mentioned in Schedule of the documents hereunder written TO HAVE AND TO HOLD the same unto and to the use of the Purchaser for ever and the said Vendors doth hereby covenant that the Vendors now here in their good right and lawful and absolute authority by these presents to convey transfer and assign the property fully described in Schedule hereunder unto and to the use of the Purchaser And that the said Purchaser shall and may at all times hereafter peacefully and quietly hold enjoy and occupy the said land hereditaments and premises without any interruption claim demand whatsoever from or by the said Vendor or any person claiming through the said

Girga Banker Chitings
Kibara By Chitings

Vendors All that clearly and absolutely acquitted expunged and discharged from or by the Vendors and Well and effectually saved defended kept harmless and indemnified from and against all manner of former and other estates rights, titles, liens charges and encumbrances whatsoever And further that the Vendors or their representatives-in-interest shall at all times hereafter upon every reasonable request and at the cost and expenses of the Purchaser make do execute or perfect or cause to be made, done executed or perfected all such further or other assurances, acts deeds whatsoever for further and more perfectly conveying assuring or confirming the said hereditaments land and premises unto and to the use of the Purchaser for ever in the manner aforesaid as by the Purchaser may be reasonably required.

Schedule of the property above referred to :

In Madhupur Town on S. C. Mukherjee Road, 74 Cottages of Mokrali Mourashi land together with partly one-storeyed and partly two-storeyed buildings standing thereon with compound Walls and Iron-gate, Well known as "Chatterjee Lodge" and Kadhupur Municipal Holding No. 271 of Ward No. V butted and bounded as follows :-

North & East:- House and land of debenkrish Chakravarty in possession of Ram Prasad Saha.

South :- S. C. Mukherjee Road.

West :- Gola premises of Ramjas Rai Oukarwall.

Memo of Consideration :

70 G. C. Notes of Rs 100/- each Rs 7000/-
Paid on 25th December, 1960 by way of
earnest money Rs 1000/-
Total.. Rs 8000/-

Received Rs 8000/- as above.

Girga Banker Chitings
Kibara By Chitings

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Gopi Sankar Chatterjee
Kipara Ray Choudhary

Schedule of documents :

1. True copy of the Trust Deed dated the 19th September, 1935 between Binode Bihari Ghosal and Dwa Shankar Chatterjee and others .
2. Lease in perpetuity from Ramchandra Saha Ghatal to Sashi Bhushan Ghosal in original dated 17-9-1991 .
3. Sale Deed dated 12-8-1995 from Sashi Bhushan Ghosal to Priyavath De.
4. Sale Deed dated 29-9-1998 from Priyavath De to Sm. Phaharilal Dehi.
5. Sale Deed dated 1-3-1900 from SURENDRACHARI Debi to Kirtunjaya Chatterjee.

In witness whereof the Vendors do hereunto set and
 Subscribe their signatures on the day month and year above
 written .

7.5.39/12

Signed & delivered

Gopi Sankar Chatterjee, 19.1.61.

File 3/19/61

In presence of :-

Kilashan Ray Choudhary 19.1.61

25/12/1972

1. Hari Ram Lal Bakshi & Associates 4-1-61
2. Rajendra Singh 19/1/61

7.5.39/12

File 3/19/61

25/12/1972

Typed by :-
 Substantive
 Head Clerk
 of
 17.1.1961

Corrigenda
 In page 3 in 9th line the words " & Second " have been deleted
 and penued through.
 In page 3 in 12th line the words " and 2nd. " have been deleted
 and penued through.
 In page 4 in 7th line the word " Chandra " is penued through
 and deleted.

Gopi Sankar Chatterjee 19.1.61.
 Kilashan Ray Choudhary 19.1.61