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יידבהנה

THIS JNDENTURE mede this 26" day of thougand mine burdred and sixty-one DETWEEN RAMESWAR SHAH son of Khedu Shah deceased for self and as Karta of the Hindu Mitakshara joint family consisting of bimself and his son Situram Shah, the seid SITARAM SHAH son of the seid Rame over Shah, SM. RADHA SHAH wife of the said Rameswar Shah, RAM PRASAD SHAH son of Samiran Shah deceased for self and as Karta of the Hindu Mitakshara Joint Family consisting of himself and his son Boola Nath Shah and his brother Sri Ram Shah and his brother's sons Lalji Shah, Jiyut Lal Shah and Sukumer Sheh all minors, the said HOLA NATH SHAH son of the said Ram Presed Shah, SM. KAMLI SHAH wife of Rampresed Shah, the said SRI RAM SHAH son of the sail Samiran Shah deceased, the said LALJI SHAH, JIYUT LAL SHAH and SUKUMAR SHAH sons of the said Sri Ram Shah represented by their mother and guardian ad litem Sm. Sabitri Shah, the said SABITRI SHAH wife of Sri Ram Shah LAKSHMI NARAYAN SHAH and SUBHAS CHANDRA SHAH a minor, both some of Jajneswar Shah deceased, the said Subbas Chardra Shab represented by his mother and guardianad-litem Sm. Dulali Shah and the said SM. DULALI SHAH widow of the said Jagneswar Shab, all Hindu Landholders residing at village Titkimer P. S. Canning in the District of 24 Pargannas, hereinafter oalled the "Vendors" (which expression unless excluded by or repugnant to the context shall include their respective heirs executors logal representatives and assigns) of the First Part JIBAN KRISHNA MAITY son of Late Parameswar Maity, Hindu Pleader residing at 26, Paikpara Raja Manindra Road as Receiver in Title Suit No. 10 of 1960 (Ramoswar Shah and others -: versus: - Ram Prased Shah and others) in the court of the Sixth Subordinate Judge at Alipore, District 24 Pargannas hereinafter referred to as the "Confirming Party" (which expression shall unless excluded by or repugnant to the context

shall include his successors in office) of the Second Part AND TARUNGHOSH son of Any Ghosh deceased residing at No. 57, Paikpara Row, Calcutta 37, Hindu Landholder beroinstter referred to as the "Furchaser" (which expression shall unless excluded by or repugnant to the context shall include his heirs executors legal representatives and assigns) of the Third Part WHEREAS by an Indenture of Conveyance dated 20th September, 1945 made between the Trustees for the Improvement of Calcutta of the one part and Kalipada Sadhukhan of the other part registered in Book I, Volume 53 pages 68 to 70 Being No. 2177 for the year 1945 at the office of the Sub Registrar of Assurances at Sealdah the said Trustees for the Improvement of Calcutta for the consideration therein mentioned-granted conveyed and transferred to the said Kaleipada Sadhukhan ALL. THAT piece or parcal of land containing an area of 3 Cottabs 15 Chittacks 22 sq.ft. being premises No. 47, Paikpara Row particularly described in the Schedule hereunder written AND WHEREAS by another Indenture of Conveyance dated 16th February, 1949 made between the said Kalipada Sadhukhan of the one part and the said Samiran Shah, Jajneswar Shah and Rameswar Shah of the other part and registered in Book I Volume 10 pages 1 to 6 Being No. 225 for the year 1949 at the office of the Sub Registrar of Assurances at Sealdah the said Kalipada Sadhukhan for the consideration therein mentioned granted conveyed and transferred to the said Samiran Shab, Jajneswar Shah and Rameswar Shah ALL THAT piece or parcel of land being premises No. 47, Paikpara Row particularly described in the Schedule hereunder written AND WHEREAS at the time of such purchase aforesaid the said Samiran Shah, Jajneswar Shah and Rameswar Shah were separate in mess and the properties moveable and immoveable, left by their father Khedu Shah remained joint and the said three brothers were in possession of the joint family properties as co-owners, each baving unlivided 1/3rd share AND WHEREAS_ the said Samiran Shah died intestate in the year 1357 B.S. leaving him surviving Ramprosad Shah and Sriram Shah his two sons and Bholanath Shah, Lalji Shah, Jayut Lal Shah and Sukumar Shah his grand sons AND WHEREAS the said Jajnoswar Shah died in the year 1358 B.S. leaving him surviving his widow Sm. Dulali Shah and two

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cons, viz., Lachminarain Shah and Subbas Shan All Minarado at ter the said Samiran Shah and Jajneswar Shah the joint family properties both moveable and immoveable, were as icably partitioned and the parties got soparate possession according to their respective shares with the exception of the said premises No. 47 Paikpara Row described in the Schedule hereunder writton AND WHEREAS by an Agreement for Sale dated 8th December 1959 made botwoon Remeswar Shah, Ramprosed Shah, Sriram Shah, Lachminarain Shah and Sm. Dulali Dobi for solf and as natural guardian of her minor son Subhas Shak of the one part and the Purchaser of the other part the said Ramoowar Shah, Ramprosad Shah, Sriram Shah, Lachminarain Shah and Sm. Dulali Debi agreed to soll and the Furchaser agreed to purchase ALL THAT the said piece or parcel of land monsuring 3 Cottabs 15 Chittacks 22 square feet more or less being promises No. 47, Paikpara Row particularly described in the Schedule hereunder written at and for the price of B.23,808/- (Rupses Twentythree thousand eight hundred and eight) free from encumbrances AND WHEREAS on the 12th day of May 1960 a suit being Title Suit No. 10 of 1960 (Partition) was filed in the 6th Court of the Sub-Judge at Alipore, District 24 Pargamas (Rameswar Shah and others -: versus: - Ramprosad Shah and others) inter alia, for order for sale of the said premises No. 47, Paikpara Row, partition, receiver and other reliefs AND WHEREAS by an order dated the 19th day of May 1960 Sm. Kaml: Shah was appointed guardian-ad-litem of her minor son Bholanath Shah AND MIEFEAS by an order dated the 11th day of May 1960 Sm. Sabitri Shah was appointed guardian-ad-Litem of her minor sons Lalji Shah, Jiyut Lal Shah and Sukumar Shah AND WHEREAS Sm. Dulali Shah was appointed guardian-ad-litem of her minor son Subbas Chapdra Shah AND WHEREAS the parties to the said suit arrived at a compromise in the said suit as set out in the Petition of compromise hereinafter mentioned AND WHEREAS the said Sm. Radha Shah, Sm. Kamli Shah, Sm. Sabitri Shah and Sm. Dulali Shah applied for permission to execute the compromise petition on beball of the said minors AND WHEREAS by an order dated the 7th day of September 1960 mede in the said suit such permission was granted and it was recorded that the terms of compromise would be for the benefit of the said minors AND WHEREAS the said petition of commomise or solenama which was filed in the said suit was duly executed by the parties to the said suit and on 7th September 1960 a decree was made in preliminary form on compromise in terms of the said solename which formed part of the said decree AND WHEREAS the compromise petition provi inter alia, as follows :-

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sons, viz., Lachminarain Shah and Subhas Shah AND WHEREAS after the death of the said Samiran Shah and Jajneswar Shah the joint family properties both moveable and immoveable, were aricably partitioned and the parties got separate possession according to their respective shares with the exception of the said premises No. 47 Paikpara Row described in the Schedule hereunder written AND WHEREAS by an Agreement for Sale dated 8th December 1959 made botween Rameswar Shah, Ramprosad Shah, Sriram Shah, Lachminarain Shah and Sm. Dulali Debi for solf and as natural guardian of her minor son Subhas Shat of the one part and the Purchaser of the other part the said Ramoowar Shoh, Ramprosad Shah, Sriram Shah, Lachminarain Shah and Sm. Dulali Debi agreed to sell and the Burchaser agreed to purchase ALL THAT the said piece or parcel of land masuring 3 Cottabs 15 Chittacks 22 square feet more or less being premises No. 47, Palkpara Row particularly described in the Schedule bereunder written at and for the price of B.23, 808/- (Rupees Twentythree thousand eight hundred and eight) free from encumbrances AND WHEREAS on the 12th day of May 1960 a suit being Title Suit No. 10 of 1960 (Partition) was filed in the 6th Court of the Sub-Judge at Alipore, District 24 Pargamas (Rameswar Shah and others -: versus: - Ramprosad Shah and others) inter alia, for order for sale of the said premises No. 47, Paikpara Row, partition, receiver and other reliefs AND WHEREAS by an order dated the 19th day of May 1960 Sm. Kaml: Shah was appointed guardian-ad-litem of her minor son Bholanath Shah AND MHEREAS by an order dated the 11th day of May 1960 Sm. Sabitri Shah was appointed guardian-ad-Litem of her minor sons Lalji Shah, Jiyut Lal Shah and Sukumar Shah AND WHEREAS, Sm. Dulali Shah was appointed guardian-ad-litem of her minor son Subbas Chandra Shah AND WHEREAS the parties to the said suit arrived at a compromise in the said suit as set out in the Petition of compromise hereinefter mentioned AND WHEREAS the said Sm. Radha Shah, Sm. Kamli Shah, Sm. Sabitri Shah and Sm. Dulali Shah applied for permission to execute the compromise petition on behalf of the said minors AND WHEREAS by an order dated the 7th day of September 1960 made in the said suit such permission was granted and it was recorded that the terms of compromise woul

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permission was granted and it was recorded that the terms of compromise would be for the benefit of the said minors <u>AND WHEREAS</u> the said petition of compromise or solenama which was filed in the said suit was duly executed by the parties to the said suit and on 7th September 1960 a decree was made in preliminary form on compromise in terms of the said solename which formed part of the said decree <u>AND WHEREAS</u> the compromise petition provided, inter alia, as follows :-

(a)

- (a) That all parties agree that the plaintiffs have got 1/3rd share and the defendants Nos. 1 to 8 have got 1/3rd share and defendants Nos. 9 to 11 have got 1/3rd share in the properties montioned in the Schedule "A" of the Plaint.
- (b) That Sri Jiban Krishna Maity be appointed Receiver of the said promises No. 47 Paikpara Row described in the plaint.
- (c) That order for sale be made of the said premises No. 47, Paikpara Row under the said egreement for sale and in terms thereof.
- (d) That direction bugiven upon the parties to sell and convey the said premises No. 47. Paikpara Row as hereinbefore mentioned and to execute the said Conveyance in favour of the said purchaser Thrum Ghose and to do all such things as may be necessary to convey a good markatable title to the said purchaser. In default of any party refusing or neglecting to execute the Conveyance in terms of the order to be made hereon, the said Receiver do execute such Conveyance for and on behalf of and in the name of the party or parties so refur ing or neglecting.
- (e) Order be made that the said Receiver do join in the said Conveyance as a confirming party and execute the same.
- (f). That the said Receiver be authorised to receive the consideration money for the said sale and give a valid and effective discharge to the purchaser for the same.
- (g) That for the safety of the interest of the minor parties in the suit, the said Receiver will purchase National Savings Certificate in the name of the minors to be kept in custody of the postal authorities till they attain majority out of the sale proceeds in accordance with the shares of each minor party to the suit and the balance of th
 - sale proceeds will be distributed amongst the major parties in accordance with the shares of the respective parties.
- (b) That upon payment of the consideration money to the Receiver and execution of the Conveyance and absolute title in the said property do vest in the purchaser and the right title and interest of the parties do shift and attach to the sale proceeds in the hands of the said Receiver.

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(i)

(1) That the Receiver be at liberty to pay out of the consideration waves the num of \$1600%- being his agreed remuneration and all costs charges and expenses that may be incurred by him in connection with the executive and completion of the said Conveyance and the Reseiver do hold the belance of the sale proceeds subject to further order of this Court.

AND MILTERS the said Boln Nath Bhah and Sitaram Shah have since attained sajering AND WHEREAS the Vortions are noticed by bonies of the volties will exclude UNA cioubly culified as and for an estate of inheritance in fee simple in presention or and of tate oquivalon to there to from the anountranted to KLL THAT place or prevel of land situate lying at and being province No. 47 Faikpare Now particularly described in the Schedule hereunder written and intended to be hereby conveyed 104 3813 INDENTURE WITNESSETH that in purmance of the sold agrogment and in consideration of the said sum of M.23, 808/- (Rupoes Twonty-three thousand eight burned are sight) to the Veniers paid by the Furchaser on or before the execution of these presents (the receipt where af the Vendors do and each of them doth bareby edmit and ecknowledge and of and from the same and every part thereof acquit release and for every discharge the said Furchaser) the Vendors do and each of them doth bereby great convey transfer and assign and the Confirming Party confirms unto the Purchaser ALL THAT piece or parcel of revenue free land heroditapents and premizes containing an area of 3 Cottahs 15 Chittacks and 22 square feet be the same a little more or less being premises No. 47, Paikpara Row particularly described in the Schedule bereunder written OR HOWSOEVER OTHERWISE the said land and premises now are or is or at any time heretofore were or was situate zituate butted bounded called known numbered described or distinguished TOGETHER WITH all ways paths passages boundary walls, drains, water water courses lights liberties rights privileges essements advantages appendages and appurtenances whatsoever to the said land hereditements and premises or any part thereof belonging or in anywise appertaining or usually held used occupied or enjoyed therewith as part or parcel or member thereof or reputed to belong or be appurtement thereto AND all the estate right title interest claim and demand whatsoever of the Vendors and each of them of in and to the said land and premises hereby granted conveyed transferred assigned and assured or Expressed or intended so to be TOGETHER WITH all deeds pattahs miniments of title exclusively relating to or concerning the said land and premises or any part thereof which now are or hereafter shall or may be in the possession custody or

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control of the said Verdors TO HAVE AND TO HOLD the said land heroditaments and promises boroby granted conveyed transforred assigned and as sured or otherwise expressed or intended so to be unto and to the use of the Furchaser absolutely and for ever AND the Ventors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendors done arecuted and knowingly sufford to the contrary the Vendors now have good right full power and absolute authority to grant convey wansfer assign and assure the said land and premises hereby granted conveyed transforred assigned and assured or otherwise expressed or intended so to be unto and to the use of the Furchaser in manner aforessid A ND that the said Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and proudses and every part and parcol thoroof and roceivo the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendors or any of them or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or any of them AND that free from all encumbrances whatsoever made or suffered by the Vendors or any of them or any person or persons lewfully or equitably claiming as aforesaid AND FURTHER that the said Vendors and all persons baving or lawfully or equitably claiming any estat or interest in the said land and premises or any part thereof from under or in trust for them or any of them shall and will from time to time and at all times bereafter at the request and cost of the Purchaser do and execute or cause to be, done and executed all such acts deods and things whatsoever for further and more perfectly assuring the said land and premises and every part thereof unto and to the use of the said Purchaser in manner aforesaid as shall or may be reasonably required AND the Confirming Party hereby covenants with the Purchaser that he the Confirming Party hath not at any time heretofore done or executed or been party or privy to any act deed or thing whereby or by reason whereof the said land hereditaments and premises or any part thereof are, for may be in any way encumbered or prejudicially affected in title estate or

otherwise or whereby he may be prevented from granting and transferring the land hereditaments and premises.

THE SCHEDULE ABOVE REFERRED TO.

<u>ALL THAT</u> piece and parcel of revenue redeemed land measuring 3 Cottahs 15 ^{Ch}ittacks 22 square feet be the same a little more or less situate lying at and being premises No. 47, Paikpara Row under Division I

Sub Division

Sub Division 17 Holding No. 97 Youzi 1298 Plot No. 64, of the Palkpara Rohousing Schome of the Caloutta Improvement Trust, P. 8. Ohitpore Sub Registry office Sealdah, butted and bounded as follows - on the Horth by Paikpara Row on the East by Plot No. 63 of the said Scheme on the South by Plots Nos. 50 and 51 of the said Schow and on the Mast by Plot No. 65 of th Schonie OR HONSOEVER OTHERWISE the same may be butted, bounded, known, number described or distinguished.

IN WITNESS WHEREOF the Vorlors and the Confirming Party have berounte est an subsoribed their respective hands and scals on the day month and your first above written.

SIGNED SEALED AND DELIVERED by : Ramonwar Shah at Calcutta in : on more m the presence of :h. c. Bouchern, Calask. Fter S3 - Invictor Calludear Vitaram shar SIGNED SEALED AND DELIVERED by : SITARAM SHAH at Calcutta in the: in VisaNo 10160 in the 6 the Court of The autorairale in what Hispor presence of :-Some Someion (cle 14 clater 7, 9/20. م. بالم المرجع الم الم الم الم الم الم الم SIGNED SEALED AND DELIVERED by : the Aactha chak Sm. Radha Shah at Calcutta in the presence of :-K. C. Bore, Salarite, Frank te B por intercolude STANED SEALED AND DELIVERED by : Ram Presed Sheb at Calcutta in : SYFY TAYL' MY 2--the presence of :-C. Sore South , Calutte SIGNED SEALED AND DELIVERED by Broke shall (Bholarathe shall) Bhola Nath Shah at Calcutta 1 in the presence of :-1 16ch Same Ke Bour touch Et

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SIGNED SEALED AND DELIVERED by : , In Rantichak Kamli Shab at Calcutta in the s provomo of 1-+ Jde R. Moula Color Koff makit in I C.R. " in The fill lend of the " nate fill lend of the SIGNED SEALED AND DELIVERED by 1 Sri Ram Shali at Calcutta in thei - 21 27 57 51 propondo of t-K. C. Sum, Shin, Cilca Handa Invitare 10.00 Laliji shak Confidence da hais Received by SIGNED SEALED AND DELIVERED by : Lalji Shah at Calcutta in the : promono of :-K. c. Bon. Jacon, Cel. A. Iden' B. Jonator Clarke Later 7/9/60 SIGNED SEALED AND DELIVERED by : int Lal shah , Jiyut Lal Shah at Caloutta in : the presence of :-1. c. Dine, Surver, Colort. appointed in PS. No / of the lines, 1. Ole Court of the Autor direct,) and, Court at Phipne. dated 7/9 for Iten She Continen SIGNED SEALED AND DELIVERED by : was shah . Subimar Shah at Caloutta in : the presence of :bondurle à. I K C. Bri Mign, Cell. abole in In I.S. No 10 200 6 Con Court of the material on as Dipold, Rated, 7/9, 6-3 Sta Be Pornitariusi SIGNED SEALED AND DELIVERED by : In Saleiti sheh Sabitri Shab at Caloutta in the: . presence of :-K. C. Bone, Sohrin, (ales appointe in J.S. No In the Course of Aligene. dated 7 470 SIGNED SEALED AND DELIVERED by : Lakshmi Narayan Shab at Calcutta ATTAI Marzin 21- 4 in the presence of :he is south K. C. Bon, robish, (elett. Ita She Someilar Elines SIGNED SEALED AND DELIVERED by : Subder Chanda Shah Subhas Chamira Shah at Calcutta: in the presence of :-A.C. Sone, Aller A. C. P. M. Ster By Sernector Calcula

SIGNED SEALED AND DELIVERED by Sm. : Dulali Shab at Calcutta in the prodoto of :-K. C. Barre, Micider, (classe, Ster By some and

SIGNED SEALED AND DELIVERED by : Jiban Krisbna Maity at Oaloutta : In the preserve of :- : R. C. Jon. Sur: M. Colum

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RECEIVED from the within named Purchaser the within mentioned sum of B.23,808/- (Rupdes Twentythree thousend eight hundred and eight) being the within mentionedr consideration money in full as per memo balow :- S.23,808/-

(Rupees Twenty-three thousand eight hundred and eight only) MEMO OF CONSIDERATION.

Bid this day by care . . . as 22,807/ -

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