

13

MOTHER DEED

OF

SHREE DURGA SAW MILL

PLOT No.29

2585/2



STAMP AFFIXED BY,

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

I 170.

2/11

31290.00

23

309.50

4.80

314.30

J.T.C. Produced

Administrative stamp rule 51,
also... of the
W... award
A... endor
the... bengal
Sud. A... Act, 1938,
Schedule...
23
Fees Paid



A 309.50
N 4.80

314.30.

P. fee 3.00

Prasanta Kumar Basu
11/2/78

Under Joint Sec. Agreement
HOWRAH

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this 27th day of December in the year One Thousand Nine Hundred and Seventy Seven Between PRASANTA KUMAR BASU the Court Liquidator attached to the High Court at Calcutta in the capacity as Receiver in Banking Company Suit No. 1585 of 1958 (wherein Calcutta National Bank Ltd. (In Liquidation) was the plaintiff and SM. SUMATI DEBI CHOUDHURANI and the other were the defendants' and as the Official Liquidator of the said Calcutta National Bank Ltd. (In Liquidation) having his

12-25T 515
Feb. 1978

P.K. Basu Court Liquidator, High Court, Calcutta
Receiver, through Brojendra Ganguly as per his letter
No. 17-2315 of 27.12.77



[Signature]
4/12/77
Joint Secy Registrar
HOWRAH

Brojendra Ganguly
Assistant to Shri P.K.
Basu, Court Liquidator,
High Court, Calcutta,
Receiver.

Exemption by son
Prasanta Kumar Basu
Court Liquidator, High Court
Calcutta, Receiver. Who is
exempt from Personal
appearance in this office
s/s 88 of Act XVI of 1908
is proved by his real
signature.

[Signature]
4/12/77
Joint Secy Registrar
HOWRAH



his office at no.15, Rajendra Nath Mukherjee Road, (formerly no P2 Mission Row Extension) in the town of Calcutta hereinafter called the VENDOR (which expression shall unless excluded by or repugnant to the context include his successors in office) of the ONE PART and SHREE DURGA SAW MILL, a registered firm situated at 67/22, Strand Road, P.S. Jorabagan, Calcutta-6, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context include its their heirs, executors, administrators, representatives and assigns' of the OTHER PART.

WHEREAS at all material time Sm. Nilima Debi Choudhurani and her two sisters-in-law Sm. Sumati Debi Choudhurani and Sm. Sucharu Debi Choudhurani being respectively the wives of her husband's brothers Atul Chandra Bhaduri and Amulya Chandra Bhaduri both since deceased were jointly and in equal shares seised and possessed of ALL THOSE piece or parcels of land containing an area of 54 acres, be the same a little more or less, situated at Pargana Boro Mouza and Police Station Bally comprised inter alia in C.S. Dag No.1448, 1449/1682, Khatian No.9622 and other dags and Khatian Nos.9619 to 9624, J.L.No.12, R.S.1767 under Touzi No.19161 in the District of Howrah in West Bengal popularly known as DEBI CHOUDHURANI ESTATE more fully and particularly described and mentioned in Schedule 'B' to the deed of Mortgage dated July 27, 1945 hereinafter recited a part whereof is hereby intended to be granted conveyed and transferred in the manner as hereinafter contained.

AND WHEREAS...



AND WHEREAS by an Indenture of Mortgage dated 27th July, 1945 and executed and made between the said Sm. Sumati Debi Choudhurani and Sm. Sucharu Debi Choudhurani and Sm. Nilima Debi Choudhurani herein collectively called the MORTGAGORS of the FIRST PART and the said Atul Chandra Bhaduri Amulya Chandra Bhaduri and Sudhir Chandra Bhaduri all since deceased, therein collectively called as the GUARANTORS of the SECOND PART and the said Calcutta National Bank Ltd. therein called the MORTGAGES of the THIRD PART and registered in Book No. I, Volume No. 98, Pages 175 to 195 Being No. 2667 for the year 1945 in the office of the Registrar of Assurance at Calcutta the said Mortgagors in consideration of the said sum of Rs. 2,30,000/- (Rupees two Lakhs thirty thousand only) lent and advance to them as aforesaid by the said Bank and for the purpose of securing the due repayment thereof with interest charges and costs as therein provided created a mortgage in favour of the said Bank over and in respect of FIRSTLY the moiety or undivided half-share of the said DILDARPARA TEA ESTATE purchased by them and SECONDLY the said land hereditaments and premises situated at Mouza Bally in the District Howrah in West Bengal popularly known as 'DEBI CHOUDHURANI ESTATE' the said land hereditaments and premises situated at Mouza Bally in the District Howrah more fully and particularly described and mentioned in Schedule 'A' and 'B' respectively thereunder written and the said Guarantors also thereby guaranteed the due repayment of the said sum of Rs. 2,30,000/- (Rupees two Lakhs thirty thousand) only with interest charges and costs...



and costs as aforesaid land secured the same by creating a charge in favour of the said Bank over and in respect of their moiety or half share of the said DILDARPARA TEA ESTATE.

AND WHEREAS by an order dated December 2nd, 1952 made by the High Court at Calcutta in Matter No.211 of 1952 the said Calcutta National Bank Ltd. was directed to be compulsorily wound up.

AND WHEREAS by a subsequent notification of the Central Government appointment was made of the Court Liquidator attached to the said High Court.

AND WHEREAS the said Court Liquidator as such has been the official Liquidator of the said Calcutta National Bank Ltd. (In Liquidation) from March 12, 1954.

AND WHEREAS on or about September, 10th 1958 the said Calcutta National Bank Ltd. (In Liquidation) represented by its official liquidator instituted the said Banking Company suit no 1585 of 1958 in the High Court Calcutta against the said Mortgagors abovenamed and the said Guarantor Sudhir Chandra Bhaduri or their heirs, heiresses and legal representatives of the said Atul Chandra Bhaduri, Anulya Chandra Bhaduri and Jyotsna Sankar Bhaduri the deceased son of Atul Chandra Bhaduri since deceased, for enforcement of the said Mortgage and guarantee dated July 27, 1945.

AND WHEREAS ...

AND WHEREAS by an order dated May 7th, 1964 made in the said suit the death of the said Sudhir Chandra Bhaduri was duly recorded and his said sons and daughters namely. Tarun Sankar Bhaduri, Subrata Sankar Bhaduri and Sunanda Majumder Choudhury were substituted in his place and stead and/or added as defendants in the said suits his widow the said Nilima Debi Choudhurani having already been a party defendant therein.

AND WHEREAS by a Deed of Exchange dated September 2nd, 1964 and made between the said Sm. Sumati Debi Choudhurani, Jyoti Sankar Bhaduri, Ajit Sankar Bhaduri, Ajoy Sankar Bhaduri, Asit Sankar Bhaduri, Anil Sankar Bhaduri, Sm. Suprava Debi Choudhurani, Asish Sankar Bhaduri, Anish Sankar Bhaduri, Avijit Sankar Bhaduri and Sm. Sukla Bhaduri jointly of the FIRST PART the said Sm. Sucharu Debi Choudhurani and the said Amitava Sankar Bhaduri and Arun Sankar Bhaduri jointly of the Second Part and the said Sm. Nilima Debi Choudhurani, Tarun Sankar Bhaduri, Subrata Sankar Bhaduri and Sm. Sunanda Majumdar Choudhury jointly of the THIRD PART and registered in the office of the Registrar of Assurance at Calcutta in Book No. I, Volume No. 164, Pages 137 to 154 Being No. 3077 for the year 1964 the said Sm. Sumati Debi Choudhurani and Sm. Sucharu Debi Choudhurani granted conveyed and transferred their joint undivided two-third share and interest of and in ALL THOSE land hereditaments and premises situated and lying at Mouza Bally in the District of Howrah in the West Bengal commonly known as DEBI CHOUDHURANI ESTATE and every part thereof in pursuance of the agreement therein mentioned and in consideration of the transfer thereby

made by ...

made by the said parties thereto of the THIRD PART of their respective shares and interest and in some other properties and assets as therein mentioned in favour of the said parties thereto of the First Part and Second Part.

AND WHEREAS in the events aforesaid the said Sm. Nilima Debi Choudhurani, Tarun Sankar Bhaduri, Subrata Sankar Bhaduri and Sm. Sunanda Majumdar Choudhury the defendants no.3, 14, 14A and 14B respectively in the said Banking Company suit no 1585 of 1958 jointly become absolute owners of the said land hereditaments and premises situate at Mouza Bally in the District Howrah in West Bengal popularly known as DEBI CHOUDHURANI ESTATE subject only to the aforesaid mortgage in favour of the said Calcutta National Bank (In Liquidation).

AND WHEREAS after various proceedings had and taken in the said Banking Company, suit no.1585 of 1958 a consent was passed therein on about July 31st 1968 against the said defendants no.3, 14, 14A and 14B that is to say the Confirming parties herein for the sum of Rs.6,00,000/- with interest on the principle sum of Rs.2,30,000/- at the rate of 6% per cent per annum and costs of the said assessed at Rs.1850/- only and the said suit was dismissed as against the rest of the defendant therein.

AND WHEREAS it was provided by the decree that if the said defendant judgment debtors would pay to the plaintiff bank a sum of Rs.4,53,000/- only in certain specified instalment as therein provided the court Liquidator would accept the sum of in full and final settlement of the said decree

and ...

and would release and reconvey such portion or part of the said mortgage properties as he would think proper upon payment of each instalment as aforesaid.

AND WHEREAS it was further provided by the said decree that in default of payment of any one of the said instalments the entire decretal sum then remain outstanding would become forthwith payable and the plaintiff Bank would be entitled to execute the said decree as a final decree for-
self.

AND WHEREAS by the said decree the court Liquidator was appointed the Receiver of the said Mortgage properties at Mouza Bally in the District Howrah in West Bengal but he was directed not take possession thereof if the said defendants would continue to pay the said instalments regularly and would not make default in payment of any one of the said instalments.

AND WHEREAS it was further directed by the said decree that in default of payment of any one of the said instalments the said Receiver would take possession of the said mortgaged properties and would sell the same or any portion thereof either by private treaty or by public auction at a price to be fixed by the said Receiver in one or more ^{lots} subject to the confirmation by the court.

AND WHEREAS the said defendants having committed defaults in payment of the said instalments the court Liquidator as such Receiver as aforesaid took possession of the said Mortgage properties on or about November 20th, 1970 in terms of the said decree.

AND WHEREAS ...

AND WHEREAS by an order March 2nd, 1972 made in the said suit the said decree dated July 31st, 1968 was varied whereby the decretal amount was enhanced from Rs. 4,53,000/- to Rs. 4,70,000/- and all defaults in payment of instalments in terms of the said decree were condoned on the condition that the said defendants nos. 3, 14, 14A and 14B would pay the said enhanced decretal amount by certain specified instalments as therein provided.

AND WHEREAS a part of the said Mortgaged properties were acquisitioned by the Government for the purpose of construction of National High Way no.2 and the compensation monies received thereof duly applied and appropriated by the court Liquidator as Receiver in part and protanto satisfaction of the said decretal claim.

27 November 1974
✓ AND WHEREAS by an order dated ~~March 22nd, 1975~~ made in the said suit the court Liquidator as Receiver was directed to put up the said Mortgage properties for sale by public auction to the best purchaser or purchasers that can be got for the same and in case he would receive any offer to bring the same to the notice of the court.

AND WHEREAS for the purpose of effectuating the said decree and the subsequent orders made in the said suit the court liquidator as such Receiver as aforesaid cause the remaining portion of the said mortgage properties which were not acquired by the Government to be surveyed and divided into the several convenient plots and a plan thereof to be prepared for the use and convenience of the intending buyers.

AND WHEREAS ...



AND WHEREAS the Court Liquidator as Receiver also cause advertisements to be issued in the newspaper inviting offers from intending buyers for the purchase of the said lands to be sent to him under sealed covers enclosing Bank Draft or Pay order for an amount equal to 10% percent of the offer as earnest money and stating further that the sales shall be subject to the confirmation by the court.

✓

AND WHEREAS by an order dated 21.9.77 and 29.9.77 made by Hon'ble Justice A.K.Basu in the said suit the offer given by Panja Lal Patel and others of 6, Paul Street, Cal-4 was duly confirmed by the Court and liberty was given to the Court Liquidator as Receiver the Vendor herein to sell the plot nos. A6, A7, A9, A5, A4, A2, A3 and 8 Bighas out of the Jheel in plot no.10 including the caretakers but comprising 37 Bighas, 15 Kattas more or less at a total price of Rs.3,20,000/- to the said Panja Lal Patel and or his nominee or nominees.

AND WHEREAS the said Purchasers had nominated several persons as the ~~xxx~~ Purchasers of the aforesaid plots and has requested the Vendor to transfer the said plot in such demarcated portions in favour of the several person in consideration of the sum of Rs.3,20,000/- (Rupees three Lakhs twenty thousand) only.

✓ AND WHEREAS the VENDOR at the request of the said Panja Lal Patel and in pursuance of the aforesaid order dated 21st September 1977 and dated 29.9.77 September 1977 agrees to sell and the Purchaser agrees to purchase 2 (Two) Bighas 15 (Fifteen) kattas / 2 (two) chhitaks X square feet be the same a

98



little more or less, Akrisi Prajai Satya Bisista Jhil land under dag no. 2902, Khatian nos. 9621, 9622 Mouza Bally, J.L.No.14, R.S.No.1767 Pargana Boro Touzi 191UI within the Bally Municipality, P.S.Bally Sub-registration office and District Howrah fully described in the Schedule below and fully delineated in the plan annexed herewith under plot

no. 29 bordered 'Red' at Rs. 31,390/- (Rupees Thirty one thousand Three hundred and ninety only)

NOW THIS INDENTURE WITNESSETH that in pursuance to the aforesaid agreement and inconsideration of the said sum of Rs. 31,390/- (Rupees ^{Thirty one thousand Three} hundred and ninety only) to the Vendor paid by the purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the said and every part thereof doth hereby release the Purchaser and the said Piece or parcel of land and every part thereof the Vendor doth hereby forthwith grant convey assign and transfer unto the Purchaser ALL THAT piece or parcel of land carved out and forming a part of the said plot no. 29 containing an area 2 Bighas 15 Kattas, 12 Chhitaks & square-feet be the same a little more or less, situated at Pargana Boro Mouza Bally in the District of Howrah in West Bengal More fully described and mentioned in the Schedule hereunder written and delineated and shown in the map or plan hereto annexed and thereon enclosed within 'Red' bordered or HOWSOEVER OTHER-WISE the said land hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH also all sewers drains

ways...

ways paths passage common fences walls water water courses
trees plants shrubs plantations flowers flowers-beds lights
rights liberties privileges easements and appurtenances what-
soever to the said land hereditaments and premises belonging
or any wise appertaining or usually held or enjoyed therewith
or reputed to belong or to be appurtenant thereto AND the estate
right title interest claim and demand whatsoever of the Vendor
and or upon the said lands hereditaments and premises or any
part thereof TO HAVE AND TO HOLD the said lands hereditaments
and premises hereby granted or expressed so to be and any and
every part thereof unto and to the use of the Purchaser absolu-
tely and for ever as provided in the said order dated aforesaid
AND FURTHER that the Vendor and person or persons having or
lawfully or equitably claiming any estate or interest in the
said lands hereditaments and premises or any of them or any per
thereof from under in trust for the Vendor shall and will from
time to time and at all times hereafter at the request and
costs of the Purchasers do and execute or cause to be done and
executed all such acts deeds and things whatsoever for further
and more perfectly assuring the said land hereditaments and
premises and any and every part thereof unto and to the use of
the Purchasers in manner aforesaid as shall or may be reasonably
required.

Be it further stated that all relevant documents and
papers lie with the Vendor and the Vendor covenants with the
Purchaser that he will show and produce all these documents
when and where necessary at the cost of the Purchaser.

The Schedule...



The Schedule of Property above referred to:-

ALL THAT piece or parcel of Akrischi Prajai Satya Jhil land containing an area of 2 Bighas 15 (fifteen) kattas 12 (twelve) chhitaks (X) square feet be the same a little more or less under plot No. 29 situate at Pargana Boro Mouza and Police Station Bally, Sub-registration Office Howrah in the District Howrah in the state of West Bengal Comprised in and forming part of C.S. Dag No. 2902 Khatians No. 9621 and 9622. L.I. No. 14 R.S. No. 1767, under Touzi No. 19191 within the limits of Bally municipality and tutted and bounded as follows -

- On the North - Plot No. 28 dag No. 2901
- On the East - 25 feet wide common passage
- On the South - Plot No. 30
- On the West - Dag No. 1446 and 1447.

and delineated in the map or plan hereto annexed and thereon enclosing within 'Red' borders or HOWSOEVER OTHERWISE the said lands hereditaments and premises and called known numbers described or distinguished in respect whereof a proportionate rent will be payable annually to the State of West Bengal the annual rent for the entire Khatian No. Being Rs. for the area of acres and kattas.

IN WITNESS WHEREOF the Vendor hereto has hereunder set and subscribed his hand and seals the day and month and year first above written

Calcutta National Bank Ltd (in liquidation)
by

Prasanta Kumar Basu
Court liquidator, High Court Calcutta
Official liquidator, Receiver.

Sealed, signed and delivered in the presence of :-

D. B. Dasgupta
15. R. N. Mukherjee
P. C. ...

Signature of the Vendor.





Received of and from the withinnamed Purchaser the sum of Rs. 31,390/- (Rupees *thirtyone thousand three hundred ninety*) only being the consideration money within mentioned to be by the Purchaser paid to me as per memo hereunder setforth.

By a Demand draft on State Bank of India, Strand Road Br. Cal.

Rs. 31,390 = 00

Memo of Consideration

Rs. 31,390.00

Signed, sealed and delivered in the presence of :

Pranjanwar Ganguly
15, R. N. Keshavnagar Rd
Calcutta - 1.

Signature of the Vendor.

Calcutta National Bank Ltd (in liquidation)
By

Typed by :-



Prasanta Kumar Bera
Court liquidator, High Court Calcutta
Official liquidator, Receiver.