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no 147

Stamp under Section 2(H) of the Registration Act,
Tamil Nadu, duly stamped under the
Indian Stamp Act, 1899, Schedule I A, No. 23
Per value Rs. 75/- Process fee Rs. 12 NP

A 75/-
N 2/-
76/-

P. Venkatasubramanian
JOINT SUB-REGISTRAR
ALIPUR AT DEHALA

11-4-60

1957

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1957
No. 11

THIS INDENTURE made this 17th day of April
One Thousand Nine hundred and sixty BETWEEN THE CALCUTTA
DIOCESAN TRUST ASSOCIATION (PRIVATE), a Company Incorporated
Under The Indian Companies Act 1913 and of which the Chairman
The most Rev. The Lord Bishop of Calcutta and the Secretary,
the Archdeacon of Calcutta are Managers on behalf of the

225

R. C. Sarkar
Lawyer Association
2 Bank Street Cal-1

8.4. 60

1 @ 200 ✓
1 @ 60 ✓
1 @ 10 ✓
270 ✓



Presented for Registration at 11/30, 1960 by
11th day of April 1960 at the
of the Joint Sub-Registrar of Alipore
made by Samuel S.K. Das

Samuel S.K. Das

P. V. Anindulal
JOINT SUB-REGISTRAR OF
ALIPUR AT BENGAL
11-4-60

Association is admitted
by Samuel S.K. Das
as Secretary Calcutta
Welfare Trust
Association Private Ltd
57 Chatterjee Road
Theraput District Calcutta
The Unitarian

Samuel S.K. Das.

DISPENSED WITH
J.W. 49 (5)

M. Kumar
Sub-Registrar.
11-4-60

Ranjitendra Das

Who is identified
by R. Kumar
as Secretary Presidency
Unitarian Cause Calcutta
District

P. V. Anindulal
JOINT SUB-REGISTRAR OF
ALIPUR AT BENGAL
The 11th day of April 1960

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(2)

the Calcutta Diocesan Trust Association having its registered office situate at the Bishop's House 51 Chowringhee Road, in the town of Calcutta here-in-after described as the VENDOR (which term shall unless excluded by or repugnant to the context be deemed to include their Successors in Office and assigns) of the ONE PART, AND MR. CHARLES CHAKRAVARTY Son of Late Sushil Kumar Chakravarty, by religion Christian, by profession business, residing at present at 65/B, Chowringhee Road, in the Town of Calcutta hereinafter described as the PURCHASER (which term or expression shall, unless excluded by or repugnant to the context, include his heirs, executors, administrators representatives and assigns of the OTHER PART.

WHEREAS by a Will dated the 13th of September in the year One thousand Nine hundred and thirty six executed by one

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by one Rebecca Mondal wife of Seret Chandre Mandal by religion Christian of Berisha within P.S., Behala, Sub Registry Alipur and District 24 - Parganas and probated in O. S. No. 29 of 1937 in the Court of District Judge, 24-Parganas at Alipur, all the properties left by the deceased Rebecca Mondal were purported to be given away to the Oxford Mission, Situate at Berisha P.S. Behala in the District of 24-Parganas being the sole legatee under the Will and the Superior for the time being of the said Oxford Mission obtained probate as executor under the said WILL AND:

WHEREAS by virtue of the grant of the said probate of the Will, the said Oxford Mission was the sole legatee and in possession of the properties left by the deceased said Rebecca Mondal, The Reverend T.E.T. Shore of 42 Cornwallis Street in the Town of Calcutta, the Superior for the time being of the aforesaid Oxford Mission bestowed upon the Donee the Calcutta Diocesan Trust Association as aforesaid and hereinafter called the VENDOR and absolutely gave away

to it

(4).

to it by a deed of gift duly executed and registered before the District Sub Registrar at Alipur on the 20th of July 1939 and registered in Book No. I Volume No. 70 Pages No. 221-223 being No. 2671 for the year 1939 the pieces or parcels of land comprising 1.77 decimal acres of land situate lying and being in Mouja Jonka in the Registration and Sub Registration District of Alipur - - within P.S. Behala in the District of 24-Parganas and recorded in C. S. Khatian No. 457, 232 and appertaining to C. S. Plot Nos. 717, 757, 741/876 and 1.10 decimal acres of land situate lying and being in mouja Purba Barisha in the said Registration and Sub Registration District of Alipur and within P.S. Behala District 24-Parganas and recorded in C. S. Khatian 938 and appertaining to C. S. Plot No. 2505 having a right of settled raiyati under the then maliks Mokshed Ali Mondal and Abdul Mandal of Barisha - - Thakernuker P.S. Behala, Dist. 24 Parganas, together with all ways, paths, passages, sewers, drains, liberties, easements, privileges, appendages, and appertinances, whatsoever to the said pieces of land hereditaments together with rents, arrears of rents due from the tenants and --- profits thereof with all rights, title interest, claim and demand whatsoever of the said Donor.

AND WHEREAS by virtue of the said deed of gift the Calcutta Diocesan Trust Association (Private) hereinafter called the VENDOR is now fully Seised and possessed of the said land measuring 2.87 decimal acres of land in mouja Jonka and Purba Barisha as aforesaid in Khas or otherwise well and sufficiently entitled to the same.

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AND WHEREAS it has now become necessary to sell out of the said total land a portion measuring 1.10 decimal -- acres of land situate lying and being at Purba Barisha for raising funds for Church purposes.

AND WHEREAS the VENDOR has agreed with the PURCHASER for an absolute sale to him of the piece and parcel of land measuring 1.10 decimal acre of land in C.S. plot No. 2505 of Khatian No. 938 in Mouja Purba Barisha within Police Station Behala, District 24-Parganas more fully described in the Schedule hereunder written and the inheritance thereof in fee simple in possession free from all encumbrances at and for the price of Rs. 18,000/- (Rupees eighteen thousand).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 18,000/- (Rupees eighteen thousand) well and truly paid before the execution of these presents by the Purchaser to the Vendor the receipt whereof the VENDOR doth hereby acknowledge and admit and of and from the payment of the same and every part thereof hereby acquit release and for ever discharge the Purchaser, he the VENDOR doth hereby grant, transfer, assign, assure and convey unto the said PURCHASER ALL THAT piece and parcel of land more fully mentioned and described in the Schedule hereunder written together with all other rights, liberties, easements, privileges and appertinances whatsoever belonging to or anywise appertaining thereto and every
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part thereof or which the same now is or at any time or times heretofore was or were held, used occupied or - - enjoyed or accepted, reputed deemed or taken as part and parcel thereof or appertenant thereto A N D the reversion or reversions remainder or remainders rents, issues and profits thereof and of every part thereof AND ALL the estate right, title, interest, property, claim and demands whatsoever both at law and in equity of the said VENDOR into and upon the said land and every part thereof TO HAVE AND TO HOLD the said land here-in before mentioned and hereby granted transferred and conveyed or expressed or intended so to be their unto and to the use of the PURCHASER absolutely and forever according to the nature and tenure thereof but otherwise free from all encumbrances, charges or liens whatsoever AND the VENDOR doth hereby covenant with the PURCHASER that not withstanding any act, deed matter or thing whatsoever by the VENDOR done or executed or knowingly suffered to the contrary he the VENDOR is now lawfully rightfully and absolutely - - seized and possessed of in khas or otherwise well and sufficiently entitled to the said land and the interest therein hereby sold or expressed so to be and every part thereof for a perfect and in-defeasible estate of inheritance without any manner of condition, encumbrances, easements use trust or other thing whatsoever to alter, defeat encumber and make void the same and that not withstanding any such act and matter or thing whatsoever

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to alter, defeat encumber and make void the same and that not withstanding any such act and matter or thing whatsoever as aforesaid the VENDOR hath good right, full power, absolute right and authority and indefeasible title to grant, convey, sell and transfer, assure and assign the said land or part thereof hereby sold or expressed so to be unto and to the use of the PURCHASER in the manner aforesaid AND THE PURCHASER shall and may at all times peacefully and quietly hold possess occupy and enjoy the said land and receive the profits - - thereof without any eviction, interruption claim or demand whatsoever by the VENDOR or any person or persons lawfully or equitably claiming from under or in trust for the VENDOR AND THAT Free and clear and freely and clearly and absolutely discharged, acquitted, exonerated and sufficiently saved, defended kept harmless and indemnified from and against all right, title, claims, changes, liens, easements, debts, attachments and encumbrances whatsoever created by the VENDOR or any person or persons lawfully or equitably claiming from under or in trust for the said VENDOR AND further that the VENDOR and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for the VENDOR shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute or cause to be done or executed all such acts, deeds, matters and things whatsoever for further and better and more - - perfectly assuring the said land and every part thereof unto and to

(8).

and to the use of the PURCHASER in manner aforesaid as shall or may be reasonably required and the VENDOR doth hereby covenant with the PURCHASER that as the title deeds relating to the land hereby sold relate to other lands of the VENDOR it shall and will unless prevented by fire or some other inevitable accidents or anything over which the VENDOR has no control from time to time and at all times hereafter upon every reasonable request and at the costs of the - - PURCHASER produce or cause to be produced to him or his Solicitor, Pleader or Agent at any trial, hearing, commission examination or otherwise as occasion shall require all or any of the deeds in the possession of the VENDOR and comprised in Part II of the Schedule hereunder for the purpose of showing the title to the land hereby sold or expressed so to be or any part thereof and also at the like request and costs deliver or cause to be delivered unto the PURCHASER such attested or certified or other copies or extracts or any part thereof as the PURCHASER may require. The VENDOR doth hereby also covenant with PURCHASER that the latter shall at his costs have his name mutated in the State Records in place of the VENDOR in respect of the said land hereby sold transferred and conveyed and shall pay the rent payable therefor and other outgoings in respect of the same and shall keep the VENDOR indemnified from and against all payments in respect of the said land by way of rent and other outgoings payable thereon.

SCHEDULE ABOVE REFERRED TO. PART (I):-

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SCHEDULE ABOVE REFERRED TO. PART(I).

ALL THAT piece or parcel of Khas Land having a right of settled Rayeth containing by measurement an area of 1.10 decimal acres be the same a little more or less -- comprised in Cadestral survey Plot No.2505 of C.S.Khatian No.938 within mouja Purbe Berisha, Police Station Behala, Pergana Khaspur in the District of 24 Parganas appertaining to Tonzi ^{Nos 1-6, 8-10, 12-16} No.4, J. L. No.23 and Revenue Survey No.43 and occupied previously under the Maliks Mokshedali Mondal and Abdul Mondal of Berisha, Thakurpukur P.S. Behala at an annual rental of Rs.4.8.0 and occupied at present under the State of West Bengal at an annual rental of Rs.4.8.0

SSK to Tonzi
See p. 17 (P)

PART (II).

1. Original conveyance dated the 8th day of Magh 1327 B.S. BETWEEN Sri Rajkrishna Maji and Sarat Chandra Mandal and registered in the District Sub Registry Office at Alipur District. 24-Parganas on 24. 1. 21 in Book No.1 Vol.No.11 Pages No.146-148 Being No.310 for the year 1921.

2. Original Conveyance dated the 9th day of Bhadra 1328 B.S. BETWEEN Sri Gnuri Ram Biswas a minor by his natural guardian mother Srimati Dibya Desi and Srimati Nitya Moni Desi of the ONE PART and Srimati Rebecca Mandal of the OTHER PART and registered in the District Sub Registry Office at Alipur District 24-Parganas on 25. 8. 21 in Book No.1 - - Vol. No.42, Pages Nos. 226-228 Being No.3510 for the year

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year 1921.

3. The Original deed of gift Between the Reverend T.E.T.SHORE, the Superior for the time being of the Oxford Mission situate at Berisha P.S.Behala in the District --- 24-Parganas and the Calcutta Diocesan Trust Association situate at 51, Chowringhee Road, Calcutta executed on 20.7.39 and registered on the same date in the District sub Registry Office at Alipur Dist. 24-Parganas in Book No.1 Volume No.70 Pages No.221 to 223 Being No.2671 for the year 1939.

IN WITNESS WHEREOF the VENDOR hereunto set and subscribe its hand and Seal the day, month and year first above written.

Signed, Sealed and Delivered at Calcutta in the presence of:



- 1). *H. Shore*
51 Chowringhee, Calcutta. Samuel S.K. Das.
- 2). *R. C. Sen, Secy.*
Prov. Secy. Secy. Calcutta for **SECRETARY,**
CALCUTTA DIOCESAN TRUST ASSOCIATION. (PRIVATE)
- 3). *Sisiri Khatravally*
Barisha, Thakurpukur.

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DEED OF CONVEYANCE

BETWEEN:

THE CALCUTTA DIOCESAN TRUST ASSOCIATION
(PRIVATE). CO.

A N D

MR. CHARLES CHAKRAVARTY.



11-4-60



DRAFTED BY:-

R. C. SARKAR, LL.B. PLEADER,
Lawyers association,
2, Bankshall street,
Calcutta -1.

Handwritten notes:
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✓
R.C. Sarkar
Volume No. 31
Pages 36
Being No. 1243
For the Year 1960



Handwritten signature: R.C. Sarkar
JOINT SUB-REGISTRAR OF ASSAM AT SEEMLA
20/4/60