

BETWHEN BAISHMAB DAS ADHYA, son of Bonomali Achya deceased, residing at 13-0, Bancharam Akmur Lage, in Calcutta aforesaid, by caste Subarnabanik, the sole Sebalt and Truntes to the Estate of the deities Sri Sri Iswar Radhashyam Jiew and Bri Sri Iswar Sridher Jiew, located at the said premises No.13-C. Bancharam Akrur Lane in Calcutta, AND MOHINI MOHAN CHARRABARTY, son of Murari Mohan Chakrabarty deceased, the Official Receiver appointed in Suit No. 257 of 1929 of the High Court of Calcutta Mereinafter called " The Ventors" (which expression shall unless excluded by or represent to the context be deemed to include their and each of their respective Successor-in-Office) of the One Part A N D KHAGENDRA MATH MONDAL, son of Duttiram Mondal decensed, residing at village Goalbari, P.C. Edwarpur, in the District of Twenty-four Perganas, by caste Poundra Kshatriya, by occupation landholder hereinafter called " The Purchaser " (which expression shall unless excluded by or rapugmant to the context of deemed to include his heirs executors administrators and assigns) of the Other Part W H E R E A S one Gopal Chandra Butta who was a Hindu governed by the Bengal School of Hindu Law was the owner and proprietor of the measuage land tenement hereditaments and premises then known as Nos. 29A and 29/A/A Scoreh First Lune in the suburbs of the town of Calcutta and was absolutely seized and possessed of or otherwise well and sufficiently entitled to the said hereditaments and premises from from all encumbrances and was in possession and enjoyment thereof AND WHEREAS the said Gopal Chandra Dutta

being in need of funds borrowed from one Bonomali Adhya the then sebait and trustee of the said deitles Sri Sri Iswar Radhashyam Jiew and Sri Sri Iswar Sreechar Jiew, the sum of Fa. 20,000/- with interest at the rate of twelve per tent per annum and as security for due repayment of the said loan, the said Gopel Chandra Lutts deposited with the said Bonomeli Adays, the original title deeds relating to the hereditaments and premises No.7, Chhutarpara Lanc in Calcutta, with intent to create a charge thereon and for recording the said transaction executed a Memorandum of Deposit of title deeds bearing date the 20th May 1924 in favour of the said Bonomali Adhya AND WHERRAS by a Deed of Trust bearing date the 11th day of November 1924 executed by the said Bonomali Adhya, the said Bonomali Adhya appointed himself and his wife Sm. Apurba Kumari Dassi as Trustees and Sabaits of the said deities Sri Sri Iswar Radhashyam Jiew and Sri Sri Iswar Sridhar Jiew AND WHEREAS it was further provided by the said Deed of Trust that upon the death of the said Bonomali Adhya, the said Sm. Apurba Kumari Dassi and the said Gopal Chandra Dutta should be the Joint Trustees and Sebeits of the said deities AND WHEREAS the benefit of the said Equitable mortgage and the claim for the principal and interest due under the hereinbefore in part recited Memorandum of Deposit of title deeds was transferred by the said Indenture of Trust to the Trustees and Sebaits for the time being of the said deities under the said Deed of Trust dated 11th November 1924 and the same became vested in the Trustees and Sebaits for the time being of the deities under the said Deed of Trust AND WHEREAS the sum of No.24,000/- became due for principal under the said mortgage by deposit of title deeds, all interests thereon having been paid off from time to time AND WHERMAS the said Bonomali Adhya died on or about the 29th May 1925 and in terms of the said Deed of Trust, the said Sm. Apurba Kumari Dassi and the said Gopal Chandra Dutta became the Sebalts and Trustees of the said delties Sree Sree Iswar Radhashyam Jiew and Sri Sri Iswar Sridhar Jiew AND WHEREAS the said Gopal Chandra Dutt being unable to pay off the said principal sum due under the said mortgage by deposit of title deeds and in consideration of the said debt due under the said hereinbefore-in-part recited mortgage by deposit of title deeds having been released by the Trustees and Sebaits for the time being of the said deities Sree Sree Iswar Radhashyam Jiew and Sree Sree Iswar Sridher Jiew, granted, conveyed and transferred by an Indenture of Conveyance dated 14th December 1925 unto the said Sm.Apurba Kumari Dassi and the said Gopal Chandra Dutt as the Trustees and Sebalts of the said deities Sree Sree Iswar Rachashyam Jiew and Sree Sree Sridhar Jiew the said hereditaments and premises then known as premises No.29A and 29/A/A Socrah First Lane fully described

Cos September of September 2 (ce) to .

ARGAMAS WEREAS in the in the schedule to the said Indenture of Con year 1925 two suits being suits Nos. 258 of 1929 (Sm.Apurba Kumari Dassivs- Gopel Chandra Dutta) and suit No. 257 of 1929 (Sri Sri Iswar Rachashyam Jiew & Ors-Vs-Gopel Chandra Dutt) were instituted against the said Gopal Chandra Dutte, the said suit No.258 of 1929 having been instituted inter alia for an account against the said Copal Chancra Butt on the basis of wilful default and neglect for enquiry as to the loss and damages caused by breach of duty, negligence and mismanagement by the said Gopal Chandra Dutt and for other reliefs, the said suit No. 257 of 1989 having been instituted against the said Gopal Chandra Dutt, inter alia for an account of breach of trust, negligence mismanagement on the part of the said Gopal Chandra Dutt AND WHEREAS after various proceedings had and taken in the said two suits the said two suits were consolidated andreferred to the arbitration of Sir N.N. Sircar AND WHEREAS the said arbitrator made and published his Award on the 27th July 1932 which inter alia provided that the said Gopal Changra Dutt who was found to have committed fraud mismanagement and various other breaches of duty became liable to the debutter estate for the sum of Es. 17,817/3/9 and the said promises No. 29A and 29/A/A Soorah lat Lane was declared to have formed part of the debutter estate and the Official Receiver of the High Court was appointed the Receiver of the Debutter estate comprising inter alia mg the said premises No.20A and 29/A/A Soorah 1st Lane AMT WHEREAS the said Award was confirmed by a decree of Court dated 9th August 1932 made in the said suits AND WHEREAS since the passing of the said decree, the said Gopal Chandra Dutt ceased to act or became unable to act as a trustee under the said Deed of Trust dated 11th November 1924 and the vendor Baishnab Das schya became entitled to act as a trustee and sebait along with the said Sm. Apurba Kumari Dassi AND WHEREAS the said Sm. Apurba Kumari Dassi having refused to allow the said Baishnab Das adhys to exercise his rights as a trustee and also by reason of her having committed breaches of duty as a trustee cast on her by the said Daed of Trust the vendor Buishnab Das adhya instituted a suit being suit Mo. 1600 of 1938 in the High Court of Calcutta against the said Sm. Apurba Kumuri Dassi inter alia for removal of the said Sm. Apurba Kumari Danal from such trusteeship and sabaitship for declaration of his right to act as a sole trustee for administration of the trust estate and for various other reliefs AND WHENEAS after various proceedings had and taken in the said suit, a decree was passed in the said suit on the 31st of January 1941 with the consent of the parties whereby inter slie the said Sm.apurba Kumari Dassi retired from her position as a trustee and sebait and it was deplaced that the said Baishnab Das Adhya would act as the sole Trustee and Sebait in her

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place and the Official Receiver as the Receiver appointed in the said suit No.2857 of 1929 was directed to pay H. 5943-0-6 to the said Sm. Apurbu Kumuri Dassi and also to pay the costs of the plaintiff and defendants in the said suit No. 1600 of 1938 AND WHEREAS at a meeting convened by the said Official Receiver and held on 20th March 1941, the said Receiver thoroughly considered how the directions regarding payment of the said amounts could be carried out and as the Official Receiver had no funds in hands to make the said payments, it was decided at the said meeting that the said premises No.29a Soorah First Lane (formerly known as 29A and 29/A/A Socrah First Lane) should be sold and that necessary application should be rade to Court for an order authorising him to sell the said property for the said purpose AND WHEREAS the said Sm.Apurba Kumari Dassi died on or about the 24th March 1941 A M D WHEREAS an order was made on the 15th July 1941 in the said suit whereby inter alia the said Official Receiver was inter alia directed to sell the anic premises No.29 A, Soorah First Lane in Calcutta, subject to a reserve price according to valuation being made by Mr.S.P.Dhar, Surveyor, to the best purchaser or purchasers available and to make the payments directed to be made under the said decree dated 31st January 1941 made in the said suit No.1600 of 1938 AND WHEREAS the said Mr. S. P. Dhar named in the said order died some years ago without making such valuation as directed under the said order and for want of funds and for diverse other reasons the said premises No. 29A, Socrah First Lane could not be put up for sale by public auction and the payments directed to be made under the said decree could not be made AND WHEREAS the vendors had after diligent attempt to find a purchaser by private treaty at the highest available price procured an offer from the purchaser the said Khagendra Nath Mondal to purchase the said premises at the price of Rs.40,000/-(Rupses Forty thousand only) which was the highest price obtainable AND WHEREAR the vendors got the said premises No. 29A Soorah First Lane now known as 72 Soorah First Lane surveyed and valued by Mr. ... K. Ghose, an Enginner and Surveyor in the approved list of Surveyors of the high Court of Calcutta who had made and submitted a report as to the valuation AND WHEREAS an application being made by the vendor Baishnabdas Achya and supported by the said report as to valuation made by the surveyor an order was made in the said suit Mo.1600 of 1938 of the said Court on the 25th Apri 1950 whereby the vendor Official Receiver as the Receiver appointed in the said suit was directed to sell the said premises No.29A Soorah First Lane now numbered as 72 Scorah First Lane by private treaty at a price not less than Ps.40,000/- (Rupees Forty thousand only) to the purchaser Khagendra Noth Mondal and giving other necessary directions regarding payments mentioned

dated 31st January 1941 and in the said order dated 15th July 1941, made in the said suit AND WHEREAS pursuant to the said order dated 25th April 1950 made in the said suit, the Official Receiver as the Receiver appointed in the said suit No.257 of 1929 has with the concurrence and confirmation of the party hereto of the Second Part agreed to sell and the purchaser has agreed to purchase the said brick built messuage tenement dwelling house hereditaments and premises being premises No.72 Soorah First Lane (formerly known as 29A Soorah First Lane) fully described in the Schedule hereunder written and intended to be hereby granted as and for an estate equivalent to an absolute estate of inheritance in fee simple in possession free from encumbrances at the price or sum of 85.40,000/-(Rupees Forty thousand only) NOW THES INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of E. 40.000/-(Rupees Forty thousand only) of lewful money of the Dominion of India well and truly paid to the Vendor Mohini Mohan Chakrabarty as such Receiver as aforesaid by the purchaser on or before the execution of these presents (the receipt whereof the said wendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof for ever release and discharge the purchaser by these presents) the vendors do hereby grant transfer and convey unto the purchaser ALL THAT messuage land tenement hereditaments and premises described in the Schedula horsunder written OR HOWSOEVER OTHERWISE the said messuage land tenement hereditaments and premises transferred or any part thereof are or is heretofors were or was situate butted bounded called known numbered described or distinguished together with all houses structures fixtures fittings out buildings out houses, privies godowns erections walls yards fences hedges ditches ways paths passages sewers drains water courses and all rights liberties privileges easements profits appendages appurtenances whatspever to the said hereditaments and premises belonging or in anywise appurtaining to or with the same or any part thereof which now are or at any time heretofore were held occupied enjoyed accepted reputed deamed taken or known as part parcel or member thereof or appurtenant thereto, with their and every of their appurtenances and all the estate right title interest use trust possession property claim and demand whatsoever both at law and in equity of the vendors into and upon the said measuage land hereditements and premises or any part thereof AND all deeds pottahs muniments writings and evidences of title which in anywise relate to or concern the said hereditaments and premises or any part thereof and which now are or is or hereafter shall or may be in the custody or power

or possession of the vendors or any other person or persons from whom he or they can or may procure the same without any action or suit TO HAVE AND TO HOID the said messuage land tenement hereditaments and premises and all and singular other the premises hereby transferred or expressed or intended so to be with appurtenances unto the purchaser absolutely and for ever and the wendor Baishnab Das Adhya doth hereby covenant with the purchaser that notwithstanding any act deed or thing by him the said vendor done or executed or knowingly suffered to the contrary he the said vendor now hath good right full power and absolute authority to grant transfer and convey the hereditaments and premises hereby transferred or expressed or intended so to be unto the purchaser in manner aforesaid and that the purchaser shell and will at all times hereafter may peaceably and quietly possess and enjoy the said messuage tenement land hereditaments and premises and receive the rents and profits thereof without any lewful eviction interruption cleim and demend whatsoever from or by the vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND that free from all encumbrances whatsoever made or suffered by the vendor Baishnabdas Adhya or any person or persons lawfully or equitably claiming as aforesaid AND further that the vendors and all persons having or lewfully or equitably claiming any estate or interest in the said messuage land tenement hereditaments and premises or any part thereof from under or in trust for them the vendors shall and will from time to time and at all times hereafter upon the request and at the cost of the purchaser do and execute or cause to be done or executed all such sots deeds and things for further andnore perfectly assuring the said messuage land tenement hereditaments and premises or any part thereof unto the purchaser in manner aforesaid as shall or may be reasonably required AND the vendor the said Mohini Mohan Chakrabarty the Official Receiver as such Receiver as aforesaid doth hereby for himself and his successors-in-office covenant with the purchaser that the said Official Receiver has not at any time done or knowingly suffered or been party or privy to any set deed or thing whereby or by reason whereof he is prevented from granting and assuring the said hereditaments and premises or whereby the same or any part thereof are is can or may be incumbered in anywise.

THE SCHEDULE ABOVE REFERRED TO.

ALI THAT partly one storied and partly two storied brick built messuage tenement dwelling house hereditaments and premises together with the piece or parcel of land thereunto belonging whereon or on part whereof



whereof the same is created and built containing by estimation an area of 15 (Fifteen) Cottahs 3 (Three) Chittacks and 25 (Twenty-five) square feet be the same a little more or less situate lying at and being premises Selicated in No.72 Soorah First Lane (formerly known as 20A Soorah First Lane) in Jhoule Holding No.91-B,Grand Division No.III, Sub-Division 9 in Mouze Soorah in the District of Twenty-four Pergannahs, butted and bounded as follows: that is to say - on the Korth by 71 Soorah First Lane, on the East by Soorah First Lane, on the Bost by Soorah First Lane, and on the West, by the Tank of Upon Pal Chewchury OR HOWSCEVER OTHERWISE butted bounded called known or numbered in respect whereof an annual ront of 8.2-2-0 is payable to the Collector of Twenty-four Pergannahs.

/ IN WITHESS WHEREOF the Vendors have becounts set and subscribed their respective hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED at Calcutta in the presence of :-

edil. Solicitos. Calentes

Chinta Horas Phattachijen 72. Beligheta Wain Road Calcutta 10

Hirewise natu chakravety Told Post office Street

Bowlnel Dass Andy

SEAL

Mohison Mohan Charles of Official Occaiver High Court & Receiver in Suit 100, 257 of 1929

Lang (NY)

Received

The Registres of Smileton (50) 50.

R a c a 1 v a d the day and year first above written of and from the abovenamed purchaser the sum of E.40,000/-(Rupees Forty thousand only) being the full consideration money above-mentioned to be paid by him to us. .. 81.40,000/--: Momo of Consideration :-By earnest money paid to B. P. Bhattackeryza on 25th Jehmary 1950 Rs. 1001/-Any chaque us. BZ 69317 drawn by Bhattacharyza the on the Imperial Bank of latin in favour of the official Receiver High court of for Rs. 38000/. By new pieces Rederve Bank of India notis for Ro. 79/-total Rs. 40000/ Witnesses (Rupus forty thomans only) Resil Chinte Horan Bhattachyi Mohim Mohon charactery Hirecha walt chamaverty Official Receiver, High Court & Receiver in suit ore. 259 of 1929







