

1-38-85/91-2098 Year 1934 Sealdah

Non Judicial Stamp for Rs 10/-

No. 2098 for 1934.

Sd/- Sri Bipin Behary Dutta

Vendee : Sri Satyacharan Ghosh son of late Khestramohan Ghosh by faith Hindu occupation landholder, r/o 74, (indistinct) Dhopapara Street, town Calcutta.

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Vendor : Sri Bipin Behary Dutta son of late Gobardhan Dutta, by faith Hindu occupation enjoyment of property r/o 19/B, Dalimtala Lane, town Calcutta. This deed of absolute sale for more or less 6-40-1/2 kathas of homestead land with appurtenances and all easement rights with the thika tenants on it completely free from all defects and encumbrances at a consideration of 4500/- rupees is executed to the effect following. In district 24 parganas, PS Maniktala, subregistry Sealdah, touji no. 1298/2833 (2nd page Sd/- Sri Bipin Behary Dutta), in dihi panchanna gram

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in government khas mahal, 2 division 11 subdivision in mouja Bagmari village in holding no. 108, under old Maniktala Municipality area, first

no. 103, then premises no. 30, Maniktala Main Road, more or less 14-6 kathas of collectorate rent bearing land was in absolute ownership, enjoyment and possession of one Iswar Chandra Mondal. While he was in enjoyment and possession of sixteen annas of the said property without anyone's share or connection for much above twelve years without anyone's adverse right, he died intestate about 55 years ago leaving behind his only son Rakhal Chandra

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Mondal as his heir (3rd page Sd/- Sri Bipin Behary Dutta) and his said son Rakhal Chandra Mondal inherited the said property in sixteen annas and by getting his own name recorded in the Collectorate continued in enjoyment and possession of the same without anyone's connection or claim and he died intestate without any issue, leaving behind his only wife Smt. Gyanada Bewa as his heir in 1885. And the said Gyanada Bewa had been

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forced to incur debts for her own maintenance and to repay the said loans and for her own food and other essential expenses she had mortgaged the said property with Ram Brahma Nandi by a mortgage deed dated

5.1.1904 in the names of Shyamacharan Chakraborty and Ram Brahma Nandi and had taken a loan of 600 rupees from him and when the said mortgagee made several demands for the repayment of his money, to repay the said loan and for construction and repair of a house etc she had mortgaged the said property with the administrator of late Ashutosh Mitra (4th page Sd/- Sri Bipin Behary Dutta) Jatindra Kumar Mitra and Krishna Binodini Dasi and had taken a loan of 1500 rupees on 21.5.1909 and out of the said money she had repaid the loan of the said Ram Brahma Nandi and had had it released from the said mortgage. The said Gyanada Bewa had had the said land redeemed from the Collectorate and on 12.3.1910

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she received the revisional certificate. Gyanada Bewa had taken a loan in tandem with one Krishnadas Bairagi from Jogindranath Dey and Bilasi Dasi to defray the domestic expenses. To repay all that money, to raise the money for the expenses for the letter of administration and for other valid reasons the said Gyanada Bewa was again in need of money and she had executed a second mortgage and had mortgaged the said property with me on 18.9.1911 and had taken a loan of 1225 rupees from me. The said Gyanada Dasi got her name recorded in the Collectorate

and obtained a revisional certificate and by exercising her own right in the above manner continued in her ownership and khas possession in the said property by herself for more than twelve years without anyone's adverse right (5th page Sd/- Sri Bipin Behary Dutta) in sixteen annas without any dispute. As the interest for all the aforesaid mortgages

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became very high and as the first mortgagee was making rather pressing demands for his money and was about to file a suit and had sent a notice to that effect, so as there was no way out she entered into an agreement for sale for the said property with me on 20.2.1918 and had taken an advance of 255/- rupees from me and had executed an agreement for sale in my favour. The said Gyanada Dasi obtained the letter of administration for the said property left by her husband Rakhal Chandra Mondal on 29.7.1918 and on 27.9.1918 and 23.12.1918 getting permission to sell the said property the said Gyanada Bewa entered into an agreement for sale for the said property with one Kunjalal Dutta on 28.12.1918 despite having an agreement for sale with me. And I filed

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a suit no. 22 of 1919 in the court of the second subjudge at Alipore for specific performance of contract. The said suit was amicably settled and I and the said Kunjalal Dutta each paid a sum of 2975/- rupees to pay off the loan of 5950/- rupees of the first mortgagee Smt. Krishna Binodini Dasi and Jatindra Kumar Mitra (6th page Sd/- Sri Bipin Behary Dutta) and I, said Kunjalal Dutta and Gyanada Bewa filed a terms of settlement on 16.1.20 and a decree was passed in the said suit in terms of the settlement and it was decided that I shall get half share of the land to the eastern side of premises no. 30, Maniktala Main Road and the said Kunjalal Dutta shall get the western half share of the same and there was a condition that the said Gyanada Bewa shall execute the deed of absolute sale within 3 days of the date of the terms of settlement. Gyanada Bewa executed a sale deed for

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6|30-1/2 kathas of land to the western side of the said premises no. 30, Maniktala Main Road out of area of 12-2-16 kathas of land in favour of Kunjalal Dutta on 20.12.1920 but instead of selling the remaining half portion to me, she sold it on 8.3.20 to one Birendranath Saha. And I obtained execution of the said decree in terms of the settlement in civil

Suit no. 22 of 1919 of the court of the second sub judge at Alipore by Execution case no. 31 of 1920 in the said court and got a sale deed executed in my favour through the court on 18.12.20 for (7th Page Sd/- Sri Bipin Behary Dutta) for more or less 6|30-1/2 kathas of rent free land described in the schedule below with four boundaries in present Calcutta Corporation premises nos. 67 and 68, Maniktala Main Road and I obtained possession of the land. As no rights had been conferred to the said Birendranath Saha in the said property by the sale deed and as he had failed in his objection to my execution of the decree

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and knowing his sale deed to be legally invalid, he executed a no claim deed in my favour on 19.2.1920. Having purchased it in the above manner I am in absolute ownership of the property described in the schedule below in sixteen annas without anyone's share or connection for more than twelve years without anyone's adverse right and in enjoyment and possession through the thika tenants. After purchasing the said property from the above two persons and (illegible) the said thika tenants I had mortgaged my other properties along with the said property by a registered mortgage deed no. 3263 of 1928 recorded in Calcutta registry

office in book no. 1, volume no. 105, in pages 60 to 71 from Jeevandas Seth and having repaid thd said loan, I have had a registered release deed no. 2106 executed by the said Jeevendas Seth ji that is recorded in book no. 1, volume no. 65, pages 215 to 216 (8th page Sd/- Sri Bipin Behary Dutta)

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The property described in the schedule is completely free from all defects and encumbrances. I proposed to sell the property described in the schedule below for various valid reasons and you wanted to purchase it at a consideration of 4500/- rupees and I agreed to your proposal and have entered into an agreement to sell it to you completely free from all defects and encumbrances and have taken 201 rupees from you on 16.10.30 as advance and have executed an agreement for sale in your favour. Since you have given me the remaining amount of consideration of 4299 rupees today, so having received the entire consideration of 4500 rupees from you as per memo below I do sell more or less 6|30-1/2 kathas of rent free homestead land described in the schedule below with four boundaries with all appurtenances and all easement rights of the common passage and all easement rights and all and entire rights to you completely free from all defects and encumbrances and

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from this date being invested with all my rights and possession forever down to heirs and representatives you shall continue in enjoyment and possession as you desire in great happiness. Any claim or objection to that by me or my (9th page Sd/- Sri Bipin Behary Dutta) heirs shall be void and inadmissible everywhere at all times. I have not earlier gifted, sold or transferred this property nor have I entered into any agreement for sale nor is it encumbered by any mortgage or security nor is it part of any trust nor has it been attached or auctioned by any court nor is it involved in any litigation. I do sell it to you completely free from all defects and encumbrances. If in future any of my statements turn out to be false or fraudulent

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or if due to any defects in my title or possession or any action by me there is any loss or damage to your title or undisturbed absolute ownership and possession of the property described in the schedule below then I shall come under the purview of all law and remain bound to compensate you in all ways down to my heirs and representatives. You shall get your name recorded in the Collectorate and the Municipality (10th page Sd/- Sri Bipin Behary Dutta) and I remain

bound to render all assistance in that regard at your cost as required. It may be further known that if required I shall execute a rectification deed to strengthen your title in the property sold, at your cost on your demand. To this import having received the entire consideration of 4500 rupees as per memo below from you, in sound health

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out of my own accord I do execute this sale deed and do hand over the property deeds to you as below. FINIS 29th Agrahayan 1349 corresponding to 15th December 1934.

Schedule of Description of Property and Four Boundaries : In district 24 parganas, PS Maniktala, subregistry Shibadaha, touji no. 1298/2833, in dihi panchanna gram, government khas mahal, 2 division 11 subdivision in mouja Bagmari village in holding no. 108, under present Calcutta Corporation premises nos. 67 and 68, Maniktala Main Road more or less 6|30-1/2 kathas of rent free homestead land with (11th page signature) all appurtenances and all rights and all and entire rights. North: land of Gabarini (?) Dasi, East: public road, South: municipal drain then Maniktala Main Road, West: land of Kunjalal Dutta.

List of deeds.

1. (Illegible) certificate dated 12.3.1910.

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2. Sale deed dated 18.12.20 executed in favour of Binod Behary Dutta by Gyanada Bewa. 3. Certified copy of sale deed dated 20.2.20 executed in favour of Kunjalal Dutta by Gyanada Bewa. 4. Certified copy of the sale deed dated 8.3.20 executed in favour of Birendranath Saha by Gyanada Dasi. 5. No claim dated 19.3.21 executed in favour of Bipin Behary Dutta by Birendranath Saha. 6. Mortgage deed dated 21.5.1909 executed in favour of Krishna Binodini Dasi and others by Gyanada Bewa. 7. Mortgage deed dated 18.9.11 executed in favour of Bipin Behary Dutta by Gyanada Dasi. 8. Mortgage deed dated 5.7.1904 executed in favour of Shyamacharan Chakraborty and others by Gyanada Bewa. 9. Mortgage release deed of 1909 executed in favour of Gyanada Bewa by Ram Brahma Nandi. 10. (12th page Sd/- Sri Bipin Behary Dutta) certified copy of the objection application submitted by Birendranath Saha in the execution of decree in no. 31/1920 of the court of the 4th Subjudge at Alipore

11. Certified copy of the judgment and terms of settlement in C. Suit no. 22/1919 of the 2nd Subjudge at Alipore. 12. Certified copy of the objection. 13. Certified copy of the permission. Memo of consideration total 4500/- rupees four thousand five hundred rupees only. Sd/- Bipin Behary Dutta and witnesses Sri Khagendranath Roy at 44, Maniktala Main Road, Sd/- Jatindra Nath Roy, pleader, 44, Maniktala Main Road, Sd/- Govinda Das Dutt, 19B, Dalimtala Lane, Sri Narayan Chandra Bakuli, Maniktala Main Road.

Registered in

Book no. I

Volume no. 38

Pages 85-91

Being no. 2098

For the year 1934.