

367 8

Received  
J.T.C. No. 783 for 226  
as  
24/7

STAMP AFFIXED BY

21/7/04  
SUPERINTENDENT  
GENERAL COLLECTOR

THIS INDENTURE made this 22<sup>nd</sup> day of July  
of 1904

between (1) (SM.) HANSA HEMANI Wife of Shri Vinod Hemani by faith Hindu, by Occupation House-wife, (2) (SM.) BHAVNA HEMANI Wife of Shri Pradip Hemani by faith Hindu, by occupation house-wife, (3) (SM.) DIPIKA HEMANI Wife of Shri Bhupendra Hemani by faith Hindu by occupation House-wife (4) (SM.) BHARI HEMANI Wife of Shri Suresh Hemani by faith Hindu, by occupation House-wife and (5) (SM.) UMA HEMANI Wife of Shri Ashwin Hemani by faith Hindu by Occupation Housewife and all

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Hansa Hemani

U. H. B. H.

Contd..P/2.





✓ Jayjay Choudhary



SUNRISE BUILDERS & FINANCE PVT. L.D,

✓ Jayjay Choudhary Director.  
V.C.T. 951

Stamp duty under Regn. Rule 11 duly stamped under the Indian stamp Act 1899 as amended by Act. XI of 1922 and Section- 31 of the Calcutta Improvement Act. 1911, Schedule 1A No 2-3+4+4+4+4+4



✓ Hansa Hemani  
V.C.F. 952

Stamp duty Paid under the Indian Stamp Act. 1899 as amended in 1976 Rs 15630/-  
Additional duty Paid under the Calcutta Improvement Act. 1911  
Rs 31260/- Excess 502/-  
Total Rs 87610/-  
Tax Paid-

A17149-  
E 35-  
17182-  
CV

Pradip Hemani  
PRADIP. HEMANI  
SON OF LATE CHUNILAL HEMANI  
3A RAY STREET, CALCUTTA-20.  
Occupation: BUSINESS.

22.7.90  
27.7.94  
ADBL. DIST. SUB-REGISTRAR  
(LIPORE, SOUTH 24-PAR JAMM)



residing at 3A, Ray Street, Calcutta-700 020 hereinafter referred to as "the VENDORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the ONE PART A N D SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 8 Camac Street, 12th floor, Calcutta-700 017 hereinafter referred to as "the PURCHASER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors -in-office and/or assigns) of the OTHER PART :

WHEREAS :

- A. By an Indenture of Conveyance dated 22nd December, 1925 made between The Trustees for the Improvement of Calcutta therein referred to as the Board of the One Part and Madhab Chandra Ghosh therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Alipore Sadar in Book No.I, Volume No.16 Pages 121 to 123 Being No. 783 for the year 1926, The Trustees for the Improvement of Calcutta for the consideration of Rs.9,437.00 (out of which a sum of Rs.4,718.50 being the moiety of the consideration was paid at or before the execution of the said Deed of Conveyance and the balance Rs.4,718.50 was secured by an Indenture of Charge also dated 22nd December 1925 recited hereinafter in part) granted

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conveyed and transferred unto the said Madhab Chandra Ghosh ALL THAT the hereditaments buildings outhouses and premises together with the piece or parcel of revenue free land thereunto belonging whereon or on parts whereof the same were erected and built containing an area of 7 Cottahs 8 Chittacks and 36 Sft. more or less situate lying at and being plot No.87/2 of the surplus lands in Improvement Scheme No.V formed out of portions of Old Municipal Premises No.102A and 102B Beltola Road and 147 Russa Road (South) being portions of Holding Nos. 374 and 379 sub-Division M, Division VI Dihi Panchannagram, Sub Registration District Alipore, Police Station Bhowanipore in the District of 24-Parganas morefully and particularly described in the Schedule thereunder written as also in the FIRST SCHEDULE hereunder written and delineated in the plan annexed thereto as also in the plan annexed hereto duly bordered thereon in "RED" and hereinafter referred to as "the SAID PREMISES" absolutely and forever ;

- B. By the Indenture of Charge dated 22nd December 1925 made between the said Madhab Chandra Ghosh therein referred to as the Owner of the One Part and The Trustees for the Improvement of Calcutta therein referred to as the Board of the Other Part and registered with the Sub Registrar, Alipore in Book No.I, Volume No.14 Pages 199 to 204 Being No.784 for the year 1926, the said Madhab Chandra Ghosh charged as First Charge in favour of Trustees for the

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Ganga Hemani wd Vinod Hemani

- ② Sharna Hemani wd Pradip Hemani
- ③ Dipaka Hemani wd Shripender Hemani
- ④ Shanti Hemani wd Suresh Hemani
- ⑤ Uma Hemani wd Aswani Hemani

S/o  
W/o  
of  
Thana  
Dist  
By Caste  
By Profession

~ H. V. ~ 3 A Ray Street - 20  
H. V. Pe .

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CHITTOOR, SOUTH 24 PARAGANAS



ADDL. DIST. SUB-REGISTRAR  
CHITTOOR, SOUTH 24 PARAGANAS



Improvement of Calcutta the said premises with the payment of the said sum of Rs.4,718.50 together with interest thereon as mentioned therein on the terms and conditions therein contained :

- C. The said Madhab Chandra Ghosh duly paid to The Trustees for the Improvement of Calcutta the said sum of Rs.4,718.50 with interest thereon in full and final settlement of their claim and The Trustees for the Improvement of Calcutta released the said premises from the charge created by and under the Indenture of Charge recited hereinbefore in part ;
- D. The said premises was subsequently separately assessed by the Corporation of Calcutta and numbered as premises No.15/2, Priya Nath Mullick Road, Calcutta and the said Madhab Chandra Ghosh in or about the year 1927 constructed a building thereon.
- E. The said Madhab Chandra Ghosh who was a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu law died on 26th September 1964 after making and publishing his Last Will and Testament dated 17th June 1961 whereby and whereunder he appointed the State Bank of India having its office at No.3, Strand Road (presently No.1 Strand Road), Calcutta as executor and Trustee to his said Will and gave devised and bequeathed his several properties in the manner provided for in the said Will ;

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DIST. SUB-REGISTRAR  
MURSHIDABAD, SOUTH 24-PARGANA





F. By and under his said Will, the said Madhab Chandra Ghosh directed, inter alia, that so long his two grandsons (being sons from his deceased foster son Rash Mohan Dey) namely Amar Nath Dey and Nitya Lal Dey would continue their study or so long as they would remain minors under the age of 18 years, they would be entitled to reside in those portions of the said premises which they were ~~xs~~ occupying and upon each of the said Amar Nath Dey and Nitya Lal Dey attaining the age of 18 years and acquiring their majority or completing their studies whichever event would happen last the said Amar Nath Dey and Nitya Lal Dey would get jointly the said premises, absolutely and in equal shares subject however to the right of use of one room in the said premises which was then occupied by Sri Sri Dharma Megh Arannya for being used for keeping propagating and publishing the books written by the Testator's Late Maternal uncle Achharya Hariharananda on the condition that the said Sri Sri Dharma Megh Arannya or any person or committee nominated by him would continue to use the said particular room only for the purpose and mission aforesaid and if for any reason whatsoever the said mission be wound up or become extinct or the person or committee nominated as aforesaid did not use the said room for the purpose aforesaid, the said Amar Nath Dey and Nitya Lal Dey would be entitled to take possession of the said room ;

G. The said purpose and mission for which the said Sri Sri Dharma Megh Arannya and his nominee was granted the right

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of user of the said one room under the said Will or Madhab Chandra Ghosh was wound up and became extinct in the year 1965 and since then there has been no such person or Committee using or having any right to use the said room ;

H. The State Bank of India acting as executor and Trustee to the said Will of Madhab Chandra Ghosh applied for grant of Probate of the said Will of Madhab Chandra Ghosh and the said Will was duly proved and Probate was granted on 18th March, 1975 by the Hon'ble High Court at Calcutta in Matter No.150 of 1972 (Testamentary and Intestate Jurisdiction) to the said Executor and Trustee, State Bank of India ;

I. Upon both the said Amar Nath Dey and Nitya Lal Dey having attained the age of 18 years and completed their studies, the said Executor and Trustee, State Bank of India, after having administered the Estate of the said Madhab Chandra Ghosh, by a Deed of Transfer dated 25th July 1985 made between the State Bank of India therein called the Transferor of the One Part and the said Amar Nath Dey and Nitya Lal Dey therein called the Transferees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.327 Pages 337 to 344 Being No.14881 for the year 1985, transferred unto the said Amar Nath Dey and Nitya Lal Dey the said premises absolutely and forever free from all encumbrances whatsoever and made over formal possession of the said premises to the said Amar Nath Dey and Nitya Lal Dey on 7th May 1986.

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- J. The said Amar Nath Dey and Nitya Lal Dey thus became the full and absolute owners of the said premises each having one half equal undivided share therein.
- K. By an Indenture of Conveyance dated 24th February 1989 made between the said Amar Nath Dey therein referred to as the Vendor of the One Part and the Vendors herein therein referred to as the Purchasers of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.77 pages 291 to 300 Being No.2099 for the year 1989, the said Amar Nath Dey for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendors herein his entire one half undivided share in the said premises absolutely and forever and free from all encumbrances whatsoever subject however to the occupation of the portions of the said premises by Sukh Dev Saha and Sm. Sipra Sarkar as morefully stated herein-after ;
- L. By another Indenture of Conveyance also dated 24th February, 1989 made between the said Nitya Lal Dey therein referred to as the Vendor of the One Part and the Vendors herein therein referred to as the Purchasers of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 301 to 310 Being No.2100 for the year 1989, the said Nitya Lal Dey for the consideration therein mentioned granted sold

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conveyed and transferred unto and to the Vendors herein his entire one half undivided share in the said premises absolutely and forever and free from all encumbrances whatsoever subject however to the occupation of the portions of the said premises by the said Sukh Dev Saha and Sipra Sarkar as morefully stated hereinafter ;

M. Having intended to purchase the said Premises in different shares/proportion the Vendors herein paid the consideration payable under the two Indentures of Conveyance both dated 24th February, 1989 recited hereinbefore in part and also the costs on account of stamp duty, Registration fee and other allied expenses in such different proportion/shares and by a Deed of Declaration executed simultaneously with but immediately before the execution hereof the Vendors herein declared that they were the full and absolute owners of the said premises in the proportion mentioned below inasmuch as they paid the consideration under the two several Indentures of Conveyance both dated 24th February, 1989 recited hereinbefore in part and paid costs on account of stamp duty, registration fee and other allied expenses on the said two Indentures of Conveyance accordingly :-

- i) Smt. Hansa Hemani - undivided 50% Share ;
- ii) Smt. Bhavna Hemani - undivided 30% share ;

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- iii) Smt. Dipika Hemani - undivided 10% share ;
- iv) Smt. Bharti Hemani - undivided 5% share ;
- v) Smt. Uma Hemani - undivided 5% share ;

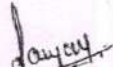
N. In the premises aforesaid, the Vendors herein have become and still are the full and absolute owners of the said premises in the hereinbefore recited proportion/ shares and the properties and shares of each of the vendors in the said premises are morefully and particularly mentioned and described in PART-I TO PART-V of the SECOND SCHEDULE hereunder written ;

O. The said premises upon actual survey and measurement was found to contain an area of 07 Cottahs 09 Chittacks and 30 Square Feet more or less ;

P. There were and still are three persons occupying different portions of the said premises, particulars whereof are mentioned hereinbelow :-

- 1) One Sukh Dev Saha is occupying one room, one kitchen and one bathroom on the eastern side of the main building at the said premises as a monthly tenant and the monthly rental payable by him is presently being deposited by him with the Rent Controller ;

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ii) One Sm. Sipra Sarkar is occupying one R.T. Shed on the northern side of the said premises unauthorisedly and unlawfully :-

iii) one of the predecessors-in-title of the Vendors, herein, namely Nitya Lal Dey is occupying one big room hall, one kitchen and one bathroom all in the centre portion of the main building at the said premises unauthorisedly and unlawfully ;

Q. The Vendors contracted with the Purchaser to sell and transfer to the purchaser, free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments trusts claims demands acquisition requisition alignment restriction restrictive covenants prohibitions and liabilities whatsoever SUBJECT HOWEVER to the occupation of portions of the said premises by the said Sukh Dev Saha as monthly tenant and the said Sm. Sipra Sarkar and Nitya Lal Dey both unlawfully and unauthorisedly as recited hereinabove, the said premises at or for the total consideration of Rs.14,50,000.00 (Rupees Fourteen lacs Fifty thousand) only payable to the Vendors in the proportion of their respective shares in the said premises as follows :-

i) Sm. Hansa Hemani - 50% equivalent to Rs.7,25,000.00

ii) Sm. Bhavna Hemani - 30% equivalent to Rs.4,35,000.00

iii) Sm. Dipika Hemani - 10% equivalent to Rs.1,45,000.00

iv) Sm. Bharti Hemani - 5% equivalent to Rs. 72,500.00

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v) Sm. Uma Hemani - 5% equivalent to Rs. 72,500.00



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I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.14,50,000.00 (Rupees Fourteen lacs Fifty thousand) only of the lawful money of the Union of India in hand well and truly by the Purchaser to the Vendors paid in the hereinbefore recited proportion/share at or before the execution of these presents (the receipt whereof the Vendors do and each of them respectively doth hereby as also by and under their respective Receipts and Memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever acquit release and discharge the Purchaser as also the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do hereby grant sell convey transfer assign and assure unto and to the purchaser ALL THAT the brick built messuages tenements hereditaments premises dwelling house building and structures TOGETHER WITH the piece or parcel of revenue free land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 07 Cottahs 09 Chittacks and 30 Square feet, more or less, situated lying at and being premises No.15/2, Priya Nath Mullick Road, Calcutta morefully and particularly described and mentioned in the FIRST SCHEDULE hereunder written and delineated in the plan annexed hereto duly bordered thereon in "RED" and hereinafter referred to as "the SAID PREMISES" (each having different undivided shares in the said premises as morefully and particularly recited hereinabove and also mentioned and described in PART-I to PART-V of the SECOND SCHEDULE hereunder written) TOGETHER WITH

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all and singular the <sup>all fixtures</sup> ~~effices~~ fixtures lawns gates yards court-  
yards walls compound walls areas sewers drains ways paths passa-  
ges driveways fences hedges ditches trees water water courses  
lights liberties privileges easements appendages and appurtenan-  
ces whatsoever to the said premises belonging or in any way apper-  
taining thereto or reputed or known to be part or parcel or  
member thereof which now is or are or heretofore were or was  
held used occupied or enjoyed therewith AND reversion or rever-  
sions remainder or remainders and the rents issues and profits  
of and in the said premises and every part thereof AND all the  
estate right title interest share use trust property claim and  
demand whatsoever both at law or in equity of the Vendors and ev-  
every one of them into out of or upon the said premises AND  
TOGETHER WITH all deeds pattahs muniments writings and eviden-  
ces of title which in anywise relate to the properties benefits  
and rights hereby granted sold conveyed and transferred and  
which now are or hereafter shall or may be in possession power  
or control of the Vendors or any other person or persons from  
whom the Vendors may procure the same without any action or  
suit TO HAVE AND TO HOLD the said premises and all other  
properties benefits advantages and rights hereby granted sold  
conveyed transferred assigned and assured or expressed or intended  
so to be unto and to the use of the Purchaser absolutely and  
forever free from all encumbrances mortgages charges leases tenan-  
cies occupancy rights liens <sup>lis pendens</sup> ~~lis pendens~~ attachments trusts claims

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demands acquisition requisition restrictions restrictive covenants prohibitions and liabilities whatsoever SUBJECT HOWEVER TO occupation of portions of the said premises by the said Sukh Dev Saha as monthly tenant and by the said Sm. Sipra Sarkar and Nitya Lal Dey both unlawfully and unauthorisedly as recited hereinbefore :

II. THE VENDORS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASER as follows :-

- i) THAT notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors are now lawfully right-fully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same.
- ii) AND THAT the Vendors or any of them have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed and transferred or expressed or intended so to be or any part thereof can or may be encumbered impeached or affected in title.

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iii) AND THAT notwithstanding any act deed matter or thing whatsoever done as aforesaid the Vendors have now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents ;

iv) AND THAT the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens lispendens attachments trusts uses debutters leases tenancies occupancy rights acquisition requisition restrictions restrictive covenants prohibitions and liabilities whatsoever or howsoever made or suffered by the vendors or any of them or any person or persons having <sup>or</sup> lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the Vendors or any of them except the occupation of portions of the said premises by Sukhdev Saha as monthly tenant and by Sm. Sipra Sarkar and Nitya Lal Dey unlawfully and unauthorisedly as recited hereinbefore.

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- v) AND THAT the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy all the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof and all and every part thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming from under or in trust for the Vendors.
- vi) AND THAT the Purchaser shall be and remain freed and cleared and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming from under or in trust for the Vendors and effectually saved defended kept harmless and indemnified of from and against all and all manner of former and other estate right title interest liens lispendens charges mortgages encumbrances leases tenancies occupancy rights acquisition requisition restrictions prohibitions ~~xxxxxxxx~~ restrictive covenants attachments uses debutters trusts claims demands or liabilities whatsoever or howsoever created made done or occasioned or suffered by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming from under or in trust for the Vendors or any of them excepting

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the occupation of portions of the said premises by the said Sukhdev Saha as monthly tenant and by Sm. Sipra Sarkar and Nitya Lal Dey unlawfully and unauthorisedly as recited hereinbefore.

vii) AND ALSO THAT the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or in any part thereof from under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

III. AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY DECLARE AND ASSURE THE PURCHASER as follows :-

a) THAT the said premises or any portion or share thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or the

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