

PROPERTY NO : P-1

SI. No.	DESCRIPTION OF PROPERTY
5	SALE DEED NO 6362 OF 1994, SHRI O P TANTIA FROM SHRI SHILADITYA BANERJEE

7400

64651

6362

WIKLID/UC (11)

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Calcutta Collectorate

Stamp Superintending Calcutta Collectorate

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Registrar of Assurances
Calcutta, u.s 7, 2 - III

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*J. T. C + Deul F
R. R. Choudhury*

A. 590
E. 28
J. 55
S. 25
M. 4
Total 64650

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1/2 50

THIS INDENTURE OF CONVEYANCE made this 26th day of April.....One thousand Nine hundred Ninety Four BETWEEN SHILADITYA BANERJEE son of Late Saroj Kumar Banerjee, residing at No.21/1C, Roy Street, Calcutta-700020, (for self and also as the executor appointed under the Last Will and Testament of Smt. Chhabi Rani Devi and Shri Saroj Kumar

Banerjee since deceased), hereinafter referred to as the
VENDOR (which expression shall unless excluded by or
repugnant by or there be something repugnant to the subject
or context be deemed to mean and include his heirs,
executors, administrators, legal representatives and
assigns) of the FIRST PART AND SMT. MANJULA BANERJEE, wife
of Late Saroj Kumar Banerjee residing at No.21/1C, Roy
Street, Calcutta-700 020, SMT. ADITI MUKHERJEE daughter of
Late Saroj Kumar Banerjee and wife of Shri D.N. Mukherjee,
residing at No. 56, Jatin Das Road, Calcutta-700 029, SMT.
ARUNDHATI CHATTERJEE, daughter of Late Saroj Kumar
Banerjee, wife of Shri Jayanta Chatterjee residing at
No.43, Old Ballygunge Road, Calcutta-700 090, hereinafter
collectively referred to as the "FIRST CONFIRMING PARTIES"
(which expression shall unless excluded by or there be
something repugnant to the subject or context be deemed to
mean and include their respective heirs, executors,
administrators, legal representatives and assigns) of the
SECOND PART AND DWARIKA PRASAD TANTIA son of Late Govardhan
Prasad Tantia residing at No.96, Narkeldanga Main Road,
Calcutta hereinafter referred to as the SECOND CONFIRMING
PARTY (which expression shall unless excluded by or there
be something repugnant to the subject or context be deemed
to mean and include his heirs, executors, administrators,
legal representatives and assigns) of the THIRD PART AND OM
PRAKASH TANTIA son of Shri Ganpatram Tantia , residing at
No.96, Narkeldanga Main Road, Phool Bagan, Calcutta-700
054, hereinafter called "THE PURCHASER" (which expression

10 Oct 8.
Smt Manjula
Banerjee
Smt Aditi
Mukherjee
Smt Arundhati
Chatterjee
Smt Dwarka
Prasad Tantia
Smt Om
Prakash Tantia
House No. 21/1C
Roy Street
Calcutta-700 020

shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the FOURTH PART :

W H E R E A S:

1. One Chandicharan Dass was during his life time was absolutely seased and possessed of and or otherwise well and sufficiently entitled to All That the piece or parcel of land containing by admeasurement 6 Bighas situate lying at and being premises No.96, Narkeldanga Main Road, now known as premises No.96, Moulana Abul Kalam Ajad Sarani in Dihi Panchannagram, Division-III, Sub-Division-VII, Dehee Soora Mouza Koochnum, holding No.97, under Police Station Beliaghata, now Phoolbagan within the Municipal Limit of Calcutta Municipal Corporation and within the District of 24-Parganas (North) together with the buildings and structures situated thereon (hereinafter referred to as the SAID ENTIRE PREMISES).

2. By an indenture of Conveyance dated 11th March, 1914 made between the said Chandicharan Dass therein described as the Vendor of the One Part and Satyendranath Banerjee, (since deceased) therein described as the Purchaser of the Other Part and registered with the Sub-Registrar of Sealdah in Book No.I, Volume No. 11, at Pages 274 to 278 Being No. 792 for the year 1914 the said Chandicharan Dass for the consideration mentioned therein sold conveyed transferred assigned and assured unto and in favour of the said Satyendra Nath Banerjee All That the said entire Premises.

3. The said Satyendra Nath Banerjee died intestate on or about the 12th day of January, 1951 leaving him surviving his sole widow Smt. Chabbi Rani Devi and her only son Saraj Kumar Banerjee as his only heirs and/or legal representatives under the Dayabhaga School of Hindu Law by which he was governed during his life time and also at the time of his death.

4. On the death of the said Satyendra Nath banerjee the said entire Premises devolved on the said Chabbi Rani Devi and the said Saroj Kumar Banerjee in equal share each became entitled to an independent undivided half share or interest into or upon the said entire premises capable of being transferred independently of each other.

5. The said Chabbi Rani Devi also died on or about 8th day of October, 1968 and at or before her death she made and published her last Will and Testament dated 4th December, 1960 whereby and whereunder she bequeathed and devised all her right title and interest in her half share of all the immovable properties in favour of her grandson Shri Shiladitya Banerjee, the Vendor herein.

6. In pursuance to an application filed in the High Court at Calcutta in its testamentary and intestate jurisdiction the Probate in respect of the said Will of Late Chabbi Rani Devi was granted by an order dated 25th February, 1977.

7. By an Indenture of Lease dated 14th March, 1966 registered with the Sub-Registrar Sealdah in Book No.I Volume No.15 Pages 233 to 244 being No. 746 for the year 1966 and made between the said Saroj Kumar Banerjee, therein referred to as the Lessor of the One Part and Govardhan Prasad Tantia (since deceased) therein referred to as the Lessee of the Other Part, the said Saroj Kumar Banerjee demised unto and in favour of the said Govardhan Prasad Tantia All That a portion of the said entire premises containing by admeasurement about 3 Bigha 8 Cottahs together with the main building and other out houses and structures situated thereon for a term of 25 years commencing from 1st February, 1966 for the consideration and on the rent reserved therein and also on the terms and conditions therein mentioned.

8. The said Saroj Kumar Banerjee also died on or about 20th December, 1970 leaving him surviving his widow Manjula Banerjee and his only son Shiladitya Banerjee, the Vendor herein and two married daughters Aditi Mukherjee and Arundhati Chatterjee as his only heirs and legal representatives being the first confirming parties herein.

9. At or before death of the said Saroj Kumar Banerjee he made and published his Last Will and Testament dated 27th May 1970 whereby and whereunder he gave bequeathed and devised amongst others the entirety of his right title and interest into or upon the said entire premises unto and in favour of his only son Shiladitya Banerjee, the Vendor herein.

10. In pursuance of an application for Probate having been made in the High Court at Calcutta in Matter No.62 of 1984 in the Testamentary and Intestate Jurisdiction of the High Court at Calcutta the probate was duly granted on 10th day of December, 1984.

11. In pursuance of the said Will and testament the Executor appointed therein has already paid the amount directed to be paid to Mrs. Aditi Mukherjee and Mrs. Arundhati Chatterjee, the First Confirming Parties herein.

12. The Government of West Bengal has since acquired about 23 Cottahs of land out of the said 6 Bighas being the total area of the land comprised in the said entire premises and after providing for the land so acquired by the Government of West Bengal as mentioned above the total land comprised in the said entire premises is presently held and in occupation of the Vendor is about 4 Bighas 17 Cottahs be the same a little more or less.

13. A portion of the said land with Buildings and structures situated thereon containing about 22 Cottahs is presently under the occupation of one Bengal Dye House who is claiming to be a monthly tenant of the said Saroj Kumar Banerjee and after the expiry of the said lease granted by the said Saroj Kumar Banerjee in favour of the said Govardhan Prasad Tantia. Ishwari Prasad Tantia who was accepted by the Vendor as the lesee after the death of the

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said Govardhan Prasad Tantia on 4th August 1969 has continued to remain in possession and claiming to be a monthly tenant and protected under the West Bengal Premises Tenancy Act, by way of holding over in respect of the remaining land admeasuring about 3 Bighas 19 Cottahs be the same a little more or less.

14. By an Agreement for Sale dated 15th October 1985 and also the subsequent Agreement dated 7th August 1986 and entered into between the Vendor herein therein also referred to as the Vendor of the One Part and Dwarka Prasad Tantia the Second Confirming Party herein therein referred to as the Purchaser of the Second Part and filed with the appropriate authority under the Income Tax department under Section 269 U.D.(1) of the I.T. Act, 1961 the Vendor has agreed to sell and transfer the land comprised in the said entire premises remained and held with the Vendor measuring about 4 Bighas 17 Cottahs (be the same a little more or less) together with the building and other out houses and structures situated thereon at and for the total consideration of Rs.26,00,000/- (Rupees Twenty Six lacs) only subject to the occupation of the said Bengal Eye House and subject to the said Lease (since expired) to the said Dwarka Prasad Tantia or his nominee or nominees. But otherwise free from all encumbrances charges liens lispens attachment acquisition or requisition or of whatsoever and on the terms and conditions mentioend therein.

15. The appropriate Authority under the Income Tax Department have since passed an order for NO OBJECTION under Section 269 U.D.(1) of the I.T. Act, 1961 vide proceedings No. Appropriate Authority Calcutta 12th October '86/Cal/989/Sept'93 dated 23rd December 1993 have granted the permission for Sale and transfer of the said Premises No.96, Narkeldanga Main Road, Calcutta to the said Dwarka Prasad Tantia or his nominee or nominees and in terms of the said Agreements dated 15th October 1985 and 7th August 1986 respectively.

16. The said Dwarka Prasad Tantia has since nominated the ~~On~~ Prakash Tantia the Purchaser herein as his nominee to acquire the undivided one fourth share or interest into or upon the divided and demarcated portion of the said premises containing by admeasurement an area of 3 Bighas 19 Cottahs (be the same a little more or less) together with the building other out houses and structures situated thereon.

17. The Vendor with the consent and concurrence of the Confirming Parties herein has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire ALL THAT the undivided one fourth share or interest into or upon the divided and demarcated portion of the said premises containing by admeasurement an area of 3 Bighas 19 Cottahs (be the same a little more or less) together with all buildings structures sheds godowns (situation of the land whereof is shown and delineated in the map or plan annexed

hereto and bordered in Red thereon and also more fully and particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as the SAID PREMISES) free from all encumbrances charges liens dependencies attachments trusts whatsoever or howsoever and subject however to the rights and claims of the said Ishwari Prasad Tantia and also of Bengal Dye House and also subject to the said Lease Deed (since expired) at and for a consideration of Rs.5,37,500/- and on the terms and conditions hereinafter appearing.

18. The Confirming Parties herein have agreed to confirm the sale and transfer unto and in favour of the said Purchaser All That the said Premises by the Vendor.

NOW THIS INDENTURE WITNESSETH as follows :-

I. In pursuance of the said Agreement and in consideration of the said sum of Rs.5,37,500/- (Rupees Five lacs Thirty seven thousand Five hundred) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Vendor doth hereby acquit release and discharge the purchaser and the said premises hereby intended to be sold transferred and conveyed) the

doth hereby sell/transfer convey, assure and assign
and the Confirming Parties do and each of them doth hereby
release and relinquish all their right title and interest
in or upon the said premises and also confirm the sale
made and in favour of the Purchaser All That the undivided
1/4th share or interest of the Vendor into or upon ALL THAT
the divided and demarcated portion of the municipal Premises
No.96, Narkeldanga Main Road, Calcutta together with all
buildings structures messuages tenements and constructions
situated thereon (situation of the said land whereof is
shown and delineated in the map or plan annexed hereto and
bordered in RED thereon) and also more fully and
particularly described in the Schedule hereunder written and
the said divided and demarcated portion of the said entire
premises No.96, Narkeldanga Main Road, Calcutta is
hereinafter for the sake of brevity referred to as THE SAID
PREMISES), OR HOWSOEVER OTHERWISE the said premises now are
or is or at any time heretofore were or was situate butted
bounded called known numbered described or distinguished
TOGETHER WITH all ways paths passages boundary walls drains
water courses lights liberties rights privileges easements
advantages appendages and appurtenances whatsoever
appurtenant to the said premises or any part thereof
belonging or in anywise appertaining to or usually held used
occupied therewith or part or parcel remember thereof or
reputed to belong or appurtenant thereto AND TOGETHER WITH
all legal incidents thereto and the reversion or reversions
remainder or remainders rents issues and profits benefits

and advantages thereof and all the estate right title and interest in the said premises AND TOGETHER WITH the right for the purchaser and his successor or successors in title owners or occupiers for the time being of the said premises hereby conveyed and its and/or their tenants undertenants agents licencees with or without house-cars or other vehicles mechanically propelled or otherwise to pass and repass over and along the ways passages AND Together with the right in over or underneath the ways paths passages for laying filtered and unfiltered water pipes electric and telephone wires cables and poles gas pipes and all other cables and lines into or upon the said premises AND all the estate right title interest claim and demand whatsoever of the Vendor into or upon the said premises to the extent of undivided one fourth share in the said premises hereby granted conveyed transferred assigned and assured and/or intended so to be into and in favour of the purchaser herein TOGETHER WITH ALL deeds paths muniments of title exclusively relating to or concerning the said premises or any part thereof which now are or hereafter shall or may be in possession custody or control of the Vendor TO HAVE AND TO HOLD the said undivided one fourth share into or upon the said premises hereby granted conveyed transferred assigned or assured or otherwise expressed or intended to be made unto and to the use of the Purchaser absolutely and forever SUBJECT HOWEVER to the rights and claims of the said Iswari Prasad Tantia and also of Bengal Dye Houses and also subject to the said Lease Deed (since expired) BUT OTHERWISE free from all encumbrances charges liens lispensens attachments trusts whatsoever or howsoever.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows :-

- (a) Interest which the Vendor doeth hereby profess to transfer subsists and that he has good right full power absolute authoority and indefeasible title to grant convey transfer assign and assure the said undivided one fourth share in the said premises hereby granted conveyed transferred and assigned unto and infavour of the purchaser herein in the manner aforesaid.
- (b) It shall be lawful for the purchaser from time to time and at all material times hereafter to enter into hold and enjoy the said undivided one fourth share in the said premises and to receive the rent issues and profits thereof without any interruption hindrance claim and/or demand or disturbance hereinafter from and by the Vendor or any person or persons claiming from under or in trust for him.
- (c) The said premises is free and discharged from and against all manner of encumbrances whatsoever.
- (d) The Vendor shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and

lawful and reasonable acts deeds matters conveyances and things whatsoever for better and more perfectly assuring the said undivided one fourth share in the said premises unto and to the purchaser in the manner aforesaid as shall or may be reasonably required.

- (e) The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereinafter upon every request and costs of the Purchaser make produce or cause to be produced to the purchaser or his Attorney or at any trial commission or examination or otherwise as occasion shall require the deeds, documents writings exclusively relating to the said premises and shall deliver to the Purchaser such attested copies or extract of and from the said deeds documents and writings or any of them as the Purchaser may require and will in the mean time unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

- (f) The Vendor shall not do anything or make any grant or term whereby the rights of the Purchaser hereunder may be prejudicially affected and shall do all such may acts as be necessary to ensure the rights available to the Purchaser as the Purchaser herein contained.

- (g) The Vendor shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of Purchaser's name in the records of the Calcutta Municipal Corporation.
- (h) The Vendor shall and will pay all outstanding Municipal Tax and other impositions whatsoever due by the Vendor or any predecessors-in-title upto the date of these presents.
- (i) The Vendor hereby declare and confirm that he does not hold any excess of vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976 and also have not yet received any notice for acquisition or requisition of the said premises or any part or portion thereof from the authority or authorities having jurisdiction in that regard.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the undivided one fourth share and the right title and interest of the Vendor to that extent into or upon the divided and demarcated portion of the land measuring an area of 3 Bighas 19 Cottahs (be the same a little more or less) Together With the Building messuage hereditaments and premises and structure and construction tenement standing thereon situate lying at and being Municipal Premises No. 96, Narkeldanga Main Road, now known as 96, Moulana Abul

Kalam Azad Sarani within P.S. Phool Bagan, in Dihi Panchannagram, Division III; Sub-Division-VII, Dehee Soora Mouza Koochnum, Holding No.97, Sub-Registry Office Sealdah within the District of 24-Parganas (North) and within the limit of Calcutta Municipal Corporation and butted and bounded in the following manner that is to say :-

- ON THE NORTH : By Premises No.95/41, Narkeldanga Main Road, Calcutta;
- ON THE SOUTH : Partly by Khudiram Municipal Market and Partly by 18.720 Mtr. wide Narkeldanga Main Road, Calcutta;
- ON THE EAST : Partly by Premises No.95, Narkeldanga Main Road and partly by remaining portion of Premises No.96, Narkeldanga Main Road;
- ON THE WEST : By Shib Das Krishna Daw Lane.

AND more particularly shown and delineated in the map or plan annexed hereto and bordered in "RED" thereon.

IN WITNESS WHEREOF the Vendor has hereto and hereunto set and subscribed his hands seals the day month and year first above written.

SIGNED AND DELIVERED by the
VENDOR at Calcutta in the
presence of :

Sushmita Banerjee
21/1 C Roy Street
Cal - 20

[Signature]
I R. L. S. A. R. M. A.

[Signature]

RECEIVED of and from the withinnamed Purchaser the within mentioned sum of Rs.5,37,500/- (Rupees Five lacs Thirty Seven thousand Five hundred) only being the entire consideration amount payable under these presents as per memo below:

Rs.5,37,500.00

MEMO OF CONSIDERATION

By Cheque/~~Pay Order/Demand Draft~~ No. 054991. dated 26.04.94. drawn on Allahabad Bank, Belgaon Branch, Calcutta in favour of the Vendor herein.

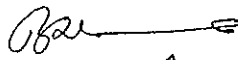
Rs.5,37,500.00

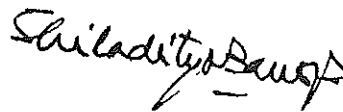
Rs.5,37,500.00

(Rupees Five lacs Thirty Seven thousand Five hundred) only.

WITNESSES :

Sushmita Banerjee


(Sushmita Banerjee)



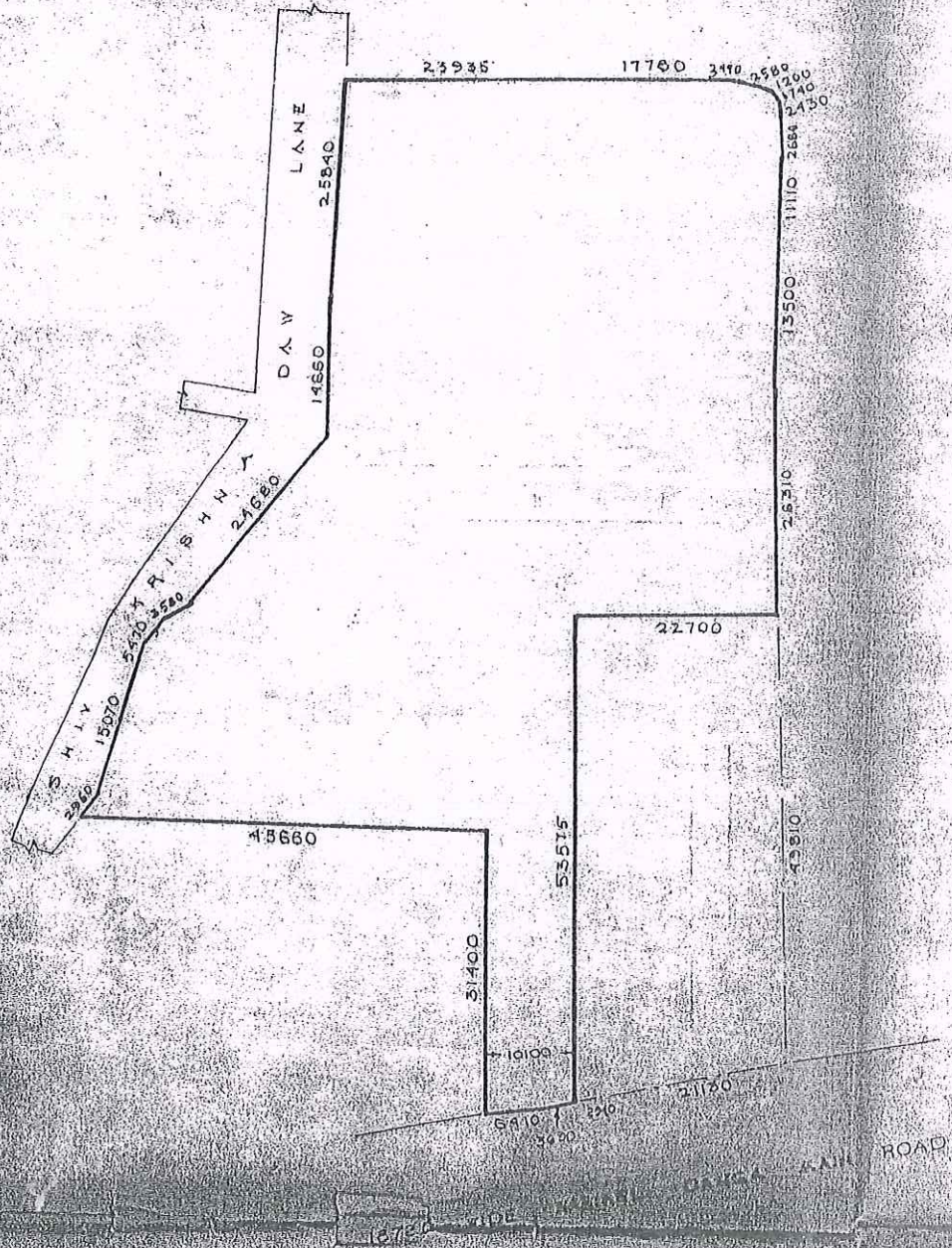
SITE PLAN OF

PRES NO. 96, NARIKEL DANGA MAIN ROAD

SCALE 1:600

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Mongula Kenep
bedih Malye
Grandhito Castliff



Sulandya Dany
Dwar ng Prasad Tank

NO. 96/1/24
MALAYA
KUALA LUMPUR

J.P.I.
Document No. 161
Pages 279 to 300
Being No. 6362
for the year 1994

I 6362

DATE THIS 26th DAY OF April 1994

BETWEEN
SHILADITYA BANERJEE
... VENDOR
AND
SMT. MUNJULA BANERJEE & ORS.
... FIRST CONFIRMING PARTIES
AND
DWARIKA PRASAD TANTIA
... SECOND CONFIRMING PARTY
AND
OM PRAKASH TANTIA
... PURCHASER

Registrar of Assurances
Calcutta w/o 7 (2) - II
11.4.96

OM



26/4/94

Registrar of Assurances
Calcutta w/o 7 (2) - II

CONVEYANCE

R.L. GAGGAR
Solicitor & Advocate
6, Old Post Office Street
Calcutta - 700 001.