

PROPERTY NO : P-1

Si. No.	DESCRIPTION OF PROPERTY
7	SALE DEED NO 6366 OF 1994, SMT VINITA TANTIA FROM SHRI SHILADITYA BANERJEE

7113

R. B. B. B. B. B.

(2)
N. K. L. W. (IV)



ANDHRA PRADESH GOVT. STAMP
under the Indian Stamp Act 1899
as amended by W. Bengal
Stamp Act 1905
28 + 50 + 4 + 34
53830
6750
70
64650

STAMP AFFIXED BY
M. S. P. S. P.
DEPUTY
DEPT. SUPERINTENDING
CALCUTTA COLLECTORATE

Registrar of Assurances
Calcutta, 7, 21 - III

830
10750
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470
650

J. T. e + ...
R. S. ...

A-5907
25
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6019

1/50
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100

THIS INDENTURE OF CONVEYANCE made this 26th day
of... 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

537500

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 SMT. VINITA TANTIA wife of Shri Shree Gopal Tantia, residing at No.1, Merlin Park, Calcutta, hereinafter called "THE PURCHASER" (which expression shall unless excluded by

or repugnant to the subject or context be deemed to mean and include her 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 Phoolbaan 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

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 interms of the said Agreements dated 15th October 1985 and 7th August 1986 respectively.

16. The said Dwarka Prasad Tantia has since nominated the Smt. Vinita Tantia the Purchaser herein as her nominee to acquire the undivided one fourth share or interest into or upon the devided 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 lispendens 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

Vendor 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
into or upon the said premises and also confirm the sale
unto 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 her 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 lispens attachments trusts whatsoever or howsoever.

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

- (a) Interest which the Vendor doth 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

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.
050687 dated 26.04.96 drawn on
Allahabad Bank, Belinghata Branch,
Calcutta in favour of the Vendor
herein.

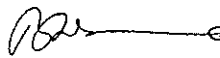
Rs.5,37,500.00

Rs.5,37,500.00

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

WITNESS :

Sushmita Banerjee


(B.L. Sanyal)

