

**PROPERTY NO : P-1**

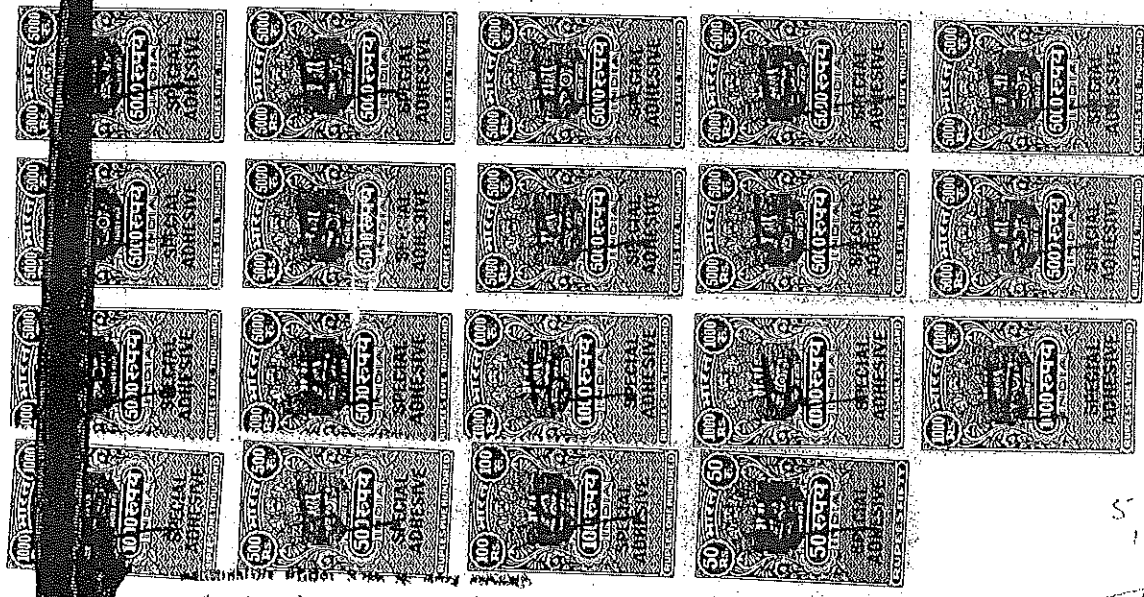
SI. No.	DESCRIPTION OF PROPERTY
4	SALE DEED NO 6367 OF 1994, SMT SARLA TANTIA FROM SHRI SHILADITYA BANERJEE

7413

NKLD/1 (iv)

NKLD/1 (v)

5/11



53830  
 10750  
 70  
 64650

under the Indian Post Office Act 1854  
 as also as per the provisions of the Post Office Act 1854

Value Rs. 23 + 4 + 34 + 50 =

STAMP AFFIXED BY

*B. S. Banerjee*  
 20/4/94

POST OFFICE ASSISTANT  
 CALCUTTA COLLECTORATE

53830  
 10750  
 70

Registrar of Assurances

64650

*B. S. Banerjee*

NOTED  
 M. S. Mehta

5907  
 200  
 55  
 25  
 4  
 6019

11. 50  
 12. 50

Decl. of Pt. &  
 J. T. e. abg  
 Prochnal

THIS INDENTURE OF CONVEYANCE made this 26<sup>th</sup> 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

*Handwritten notes and signatures at the bottom of the page, including the number 6019 and other illegible scribbles.*

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. SARLA TANTIA** wife of Shri Ishwari Prasad Tantia, residing at No.96, Narkeldanga Main Road, Phool Bagan, Calcutta-700 054, hereinafter called "**THE PURCHASER**" (which

Handwritten notes in the left margin:  
D/O  
Call of  
Cal-90  
to Shri-  
Laxmi  
Banerjee

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 seised 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 devised unto and in favour of the said Govardhan Prasad Tantia All That a portion of the said entire premises containing by measurement 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 lessee 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 or 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 or 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 lispendens attachment acquisition or requisition or of whatsoever and on the terms and conditions mentioned 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. Sarla 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

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 :

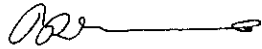
*Sushmila Banerjee*  
21/1 C Roy Street  
Cal - 20

*ABD*  
(B2.877A2m 17)

*Sushmila Banerjee*

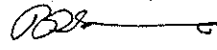
SIGNED AND DELIVERED by the  
FIRST CONFIRMING PARTIES at  
Calcutta in the presence of:

Sushmita Banerjee

  
(S. BANERJEE)

Mangala Banerjee  
Lalita Mukherjee  
Anandkumar Chattopadhyay

SIGNED AND DELIVERED by the  
SECOND CONFIRMING PARTY at  
Calcutta in the presence of:

  
(B. S. GHOSH)

6.07 for office  
Calcutta.

File No. 2019  
GD 567, Salt Lake, Calcutta  
Calcutta - 700 091

Guravind Prasad Jais

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

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. 050020 dated 26.04.94 drawn on Allahabad Bank, Beliaghata Branch, Calcutta in favour of the Vendor herein.

Rs.5,37,500.00

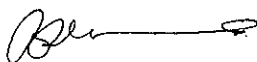
Rs.5,37,500.00

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

WITNESSES :

Sushmila Banerjee

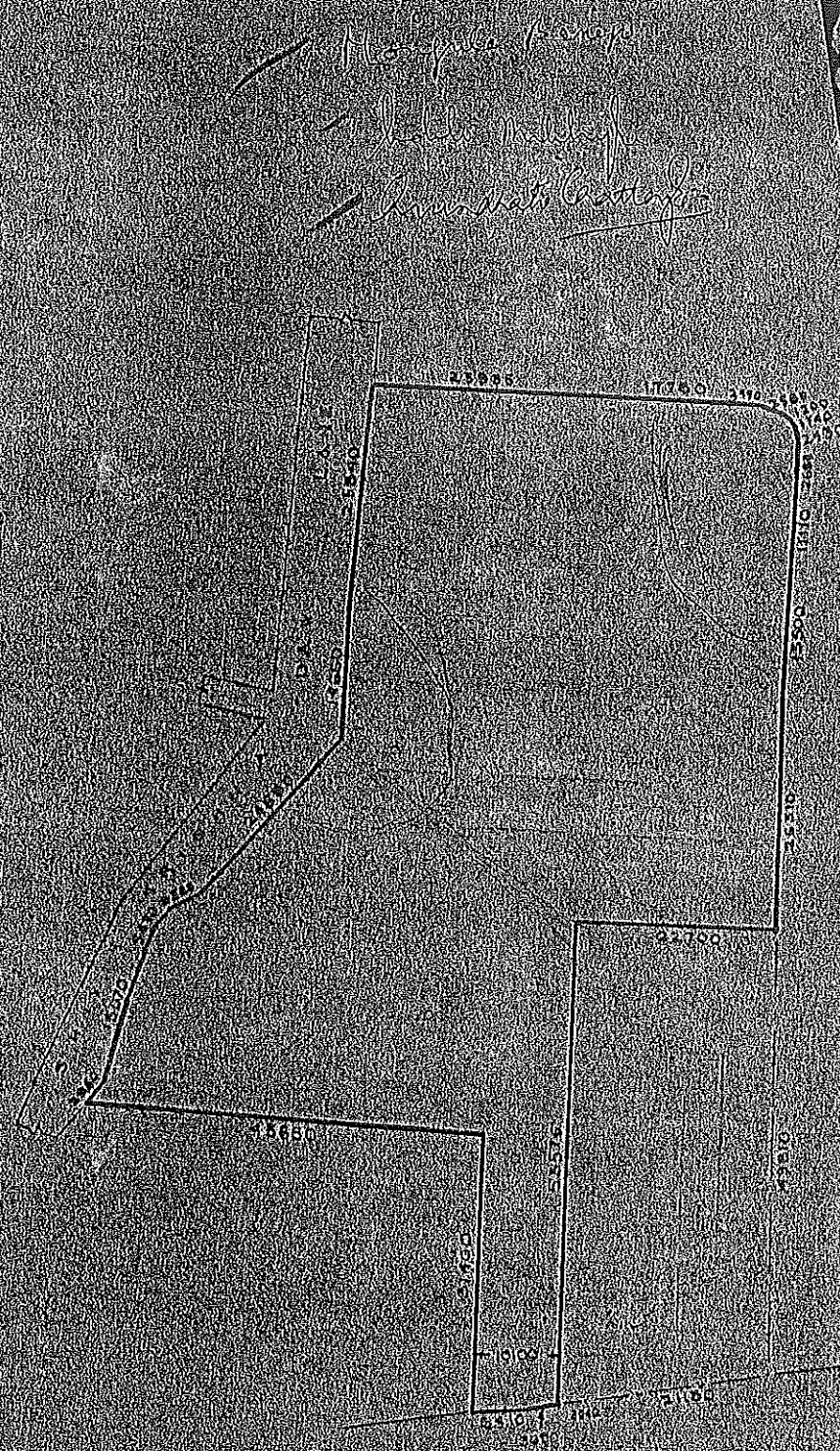
Savitri Banerjee

  
(28.8.94)

SITE PLAN FOR

PROPOSED NATIONAL DANGA MAIN ROAD

SCALE 1:1000



NATIONAL DANGA MAIN ROAD

NATIONAL DANGA MAIN ROAD

*Swildin Dany*  
*Pratik & Khasad Venko*