



under the Indian Stamp Act, 1899, is also amended by W Bengal Stamp Amendment Act 1902 Schedule IA No. ... and also under Section 32 (1) of the Stamp Act, 1911.

Stamp duty paid under the Stamp Act	Rs	100/-00
Additional duty under C.I. Act.	Rs	291 - 66
Paid in excess	Rs	7 - 34
Total	Rs	1300 - 00

See serials as under:-

- A - 139-50
 - E - 6
 - J - 50
 - M(a) 25
 - M(c) 4
 - N - 3
-
- 227-50

40 50
40 nil
50/-

Registrar U/S 7(2) of Assurances, Calcutta, 6-7-83

THIS INDENTURE made this 6th day of July 1983 BETWEEN PALLAV KUMAR BANERJI, a Solicitor and Advocate of the Hon'ble High Court at Calcutta of No. 6, Old Post Office Street, Calcutta-1 and an Administrator appointed by the Hon'ble Mr. Justice B.C. Basak by the orders dated 22nd day of June, 1978 and 8th day of December, 1978 in Matter No. 41 of 1974 (In the Goods of Birendra Kumar Sett, deceased)

hereinafter ---

- A 139-50
 - E 6
 - J 50
 - M(a) 25
 - M(c) 4
 - N 3
-
- 227-50

14583

Serial No. 3556
Filed in Nilaya Gahat Sahas
Dr. Pan...
Calcutta, Collectorate,
Treasury.
13.7.83



100000
200000
130000

Presented for registration
at... 6/30 on the 6/15
day of July 1983
at his/her residence

Pawan Kumar Banerjee

by Pawan Kumar Banerjee
One of the executants

Registrar U/S 7(2) of
Assurances, Calcutta; 6.7.83

Pawan Kumar Banerjee Administrator (Matter no 41 of 74)
(High Court Calcutta) for Mitra Bhattacharjee & Associates
and A.K. Bhattacharjee and J. Mitra Both Partners for
Mitra Bhattacharjee and Associates of 6, Old Post Office
St. Cal.

Anamika Chandra Roy
Anamika Chandra Roy 270/10
Herndon Rd Roy of 10 Old
Post Office St. Cal. Hindu
service and Anamika Chandra Roy
Advocate

Pawan Kumar Banerjee
Administrator

For Mitra Bhattacharjee & Associates

A.K. Bhattacharjee
Partner

For Mitra Bhattacharjee & Associates

J. Mitra
Partner

Thumb impression of the
executant is dispensed with

Registrar U/S 7(2) of
Assurances, Calcutta;
6.7.83



benji

*774)
ceals
for
office*

*Sanjay
Bhatnagar*

Bhattacharjee & Associates

A.K. Bhattacharjee
Partner

Bhattacharjee & Associates

S.M.
Partner

2.

hereinafter called the Seller, (which expression shall unless excluded by or repugnant to the context be, - deemed to include his successor in office and assigns) of the ONE PART A N D M/S. MITRA BHATTACHARJEE & ASSOCIATES of 214, Jessore Road, Barasat, 24-Parganas a Partnership firm represented by Dulal Mitra and Arun Kanti Bhattacharjee hereinafter called the Confirming Party of the SECOND PART A N D SRI NITYA GOPAL SAHA - son of SRI BIRUPAKHYA SAHA of Pan Patty, Silchar, - Assam by faith Hindu by occupation business hereinafte

referred ---

3556
M. N. Mitra, General Secy
P. Ram Pally, Secy
Calcutta Collectorate,
Treasury.
24.7.1983

6
TREASURY

10000
20000
13000



Registrar U/S 7(2) of
Assurances, Calcutta.

6-7-83





3.

referred as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context to be deemed to include his or their heirs, executors and Administrator and assigns) of the THIRD PART.

AND WHEREAS one Birendra Kumar Sett was -
absolutely entitled to seize and possess of a portion
of premises No. 46, Murari Pukur Road, Calcutta -
measuring 9 Bigha 10 Cottahs more or less hereinafter
more particularly described in the Schedule "A" -
hereunder written.

AND ---

3556
Nitya Gokul Sabha
P. An. Datta, S. Chakraborty
Assam
Calcutta Collectorate,
Treasury.
4.7.1983
Treasurer

100 = 1000/-
200 = 300/-
= 1300/-



Registrar U/S 7(2) of
Assurances, Calcutta,
6-7-83

AND WHEREAS the said Birendra Kumar Sett on 19th day of July, 1965 duly executed and published his last Will and Testament in English, written by the said Birendra - Kumar Sett since deceased in his own hand writing and which was duly registered at the office of Registrar of Assurances, at Calcutta in Book No. 3, Volume No. 7, Pages 94 to 98, Being No. 228 for the year 1965.

AND WHEREAS in the above recited last Will and Testament the said Birendra Kumar Sett, since deceased, appointed (1) SUPRIYA SETT, son of Dhirendra Sett, deceased residing at No. 3/1A, Sir Hariram Goenka Street, Calcutta, hindu Land-holder and (2) DILIP KUMAR SETT, son of Satya Saran Sett, residing at No. 86, Shyam Prosad Mukherjee Road in the town of Calcutta, hindu Land-holder and (3) SM. USHA RANI HALDER, wife of Ganesh Chandra Halder, residing at No. 8B, Nintolla Ghat Street, Calcutta, hindu Land-holder as the executors and executrix.

AND WHEREAS the said executors and executrix duly applied for the grant of Probate of the said last Will and Testament dated 19th day of July, 1965 of the said Birendra Kumar Sett since deceased in the Hon'ble High Court at Calcutta.

AND WHEREAS on 4th day of May, 1976 the Hon'ble Mr. Justice Sabyasachi Mukherjee was pleased to grant the Probate of the last Will and Testament to the said Birendra Kumar Sett hereinbefore in part recited.

AND WHEREAS the said last Will and Testament of

Birendra Kumar Sett inter alia provided as follows :-

" Subject to the payment of the aforesaid bequests legacies and annuities and subject to the provisions hereinbefore mentioned in this Will and also subject to payment of my funeral Sradh and Testamentary expenses and debts and of the estate duty if any I give devise and bequeath two third shares of all the rest and residue of my properties both moveable and immoveable which I may die possessed of unto my brother the said Dhirendra Kumar Sett of 3/1, - Sir Hariram Goenka Street in the town of Calcutta absolutely and the remaining one-third share of all the rest and residue of my properties both moveable and immoveable which I may die possessed or unto my brother's son Sukumar Sett son of Narendra Kumar Sett of the said premises No.3/1, Sir Hariram Goenka Street in the town of Calcutta and the said Sm. Biva - Dutta wife of said Bimal Kumar Sutta of the said premises No. 1, Bhabanath Sen Street also known as 114/4, Cornwallis Street in the added area of the town of Calcutta in equal shares as tenants in common absolutely".

AND WHEREAS since the grant of the Probate of the last Will and Testament of the said Birendra Kumar Sett since deceased the Executors and Executrix were administering the estate of the said Birendra Kumar Sett.

AND WHEREAS by an order dated 22nd day of June, 1978 and also by an order dated 8th day of December, 1978

made by this Hon'ble Mr. Justice Bimal Chandra Basak in Matter No. 41 of 1974 the said executors and executrix were removed and by the said order the Hon'ble Mr. Justice Bimal Chandra Basak appointed Sri Pallav Kumar Banerji as an administrator to the Estate of Birendra Kumar Sett since deceased the party hereto of the First Part.

AND WHEREAS the said Administrator, the party hereto of the First Part held a meeting of the parties on 9th day of March 1979 and in the said meeting of the parties it was decided that the said portion of premises No. 46, Murari Pukur Road, Calcutta belonging to the Estate of Birendra Kumar Sett, deceased to be sold to meet the liabilities of the estate of the said Birendra Kumar Sett and for speedy administration of the said Estate.

AND WHEREAS on or about March, 1979 the Administrator the party hereto of the First Part received a letter from M/s. Khaitan & Co., for Supreme Engineering Industries and making an offer for the purchase of the said property calculating of the rate of Rs.4,800/- per cottah on actual measurement.

AND WHEREAS the proposal of the said M/s. Khaitan & Co., Advocates of Supreme Engineering Industries placed in the meeting held by him on 7th day of May 1979 and in the said meeting the Administrator with the consent of the parties approved the offer of the said M/s. Khaitan & Co., for Supreme Engineering Industries, subject to confirmation of the Court.

AND

AND WHEREAS on 6th August 1979 an order was obtained from Hon'ble High Court at Calcutta in above recited Matter No. 41 of 1974 directing the Administrator Sri Pallav Kumar Banerji to sell the portion of premises No. 46, Murari Pukur Road to M/s. Supreme Engineering Industries.

AND WHEREAS since the aforesaid order dated 6th August 1979 till January, 1981 the said Supreme Engineering Industries did not take any effective steps to complete the transaction.

AND WHEREAS on 14th January, 1981 as application was made in the aforesaid Matter No. 41 of 1974 for orders inter alia that the administrator be directed not to proceed with sale of the said portion of premises No.46, Murari Pukur Road, Calcutta to M/s. Supreme Engineering Industries.

AND WHEREAS on 24th April, 1981 an order was made by the Hon'ble High Court at Calcutta in the said Matter No. 41 of 1974 setting aside the agreement entered into by the said administrator and directing him not to complete the transaction with the said M/s. Supreme Engineering Industries and by the said order liberty has given to the parties for the sale of the said property.

AND WHEREAS on 30th April 1981, offer of Mitra Bhattacharjee & Associates was considered by the Administrator at the meeting of the parties and the said offer was accepted subject to the confirmation by the Hon'ble High Court.

AND ---

AND WHEREAS by order dated 13th May, 1981 by the Hon'ble High Court in the said Matter No. 41 of 1974 it was ordered inter alia.

" That the Administrator Sri Pallav Kumar Banerji be directed to sell the said portion of the premises No. 46, Murari Pukur Road, Calcutta belonging to the estate of the deceased abovenamed with all buildings and structures standing thereon measuring 9 Bighas 10 Cottahs more or less to M/s. Mitra Bhattacharjee & Associates or their nominee or nominees at the Price of Rs.5,000/- per cottah on actual measurement on such terms and conditions as the said administrator shall think fit and proper".

AND WHEREAS since passing of the order dated 13th May, 1981 M/s. Mitra Bhattacharjee & Associates has paid from time to time to the said administrator various sum aggregating Rs.2,00,000/- towards the part payment of consideration at Rs.5,000/- per cottah on actual measurement as hereinbefore mentioned.

AND WHEREAS on 16th June, 1981 this said Supreme Credit Corporation Ltd., as the owner of the said Supreme Engineering Industries preferred an appeal in this Hon'ble High Court being appeal No. 169 of 1981 the order dated 24th April, 1981 as hereinbefore mentioned.

AND WHEREAS on 6th day of June, 1983 the said appeal No. 169 of 1981 has been dismissed for not prosecution.

9.

AND WHEREAS by virtue of dismissal of the said Appeal No. 169 of 1981 there is no impediment for the administrator to sell the said portion of Murari Pukur Road, Calcutta to M/s. Mitra Bhattacharjee & Associates who are free to purchase the said portion of premises No. 46, Murari Pukur Road, Calcutta measuring 9 Bighas 10 - Cottahs Calculated @ Rs.5,000/- per cottah hereinafter more particularly described in the Schedule "A" hereunder written.

AND WHEREAS the said Mitra Bhattacharjee & Associates has demarcated the said portion of premises No.46, Murari Pukur Road, Calcutta, into several plots by developing the said land.

AND WHEREAS the said M/s. Mitra Bhattacharjee & Associates has duly informed in writing the names of some of their nominees and informed in writing the measurement of plots allotted to each of their nominees to the said Administrator Pallav Kumar Banerjee.

AND WHEREAS the purchaser named herein as one of the nominees of the said Mitra Bhattacharjee & Associates has agreed to purchase Plot No. D-3, Block No.D of portion 46, Murari Pukur Road, Calcutta, hereinafter more particularly described in Schedule "B" hereunder written.

AND WHEREAS the said Mitra Bhattacharjee & Associates has paid to the Administrator consideration money - payable by them to the Administrator after collecting the

proportionate ---

proportionate amount contributed by the said purchaser as on eof the nominees of the said Mitra Bhattacharjee & Associates.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said above recited orders and in consideration for the sum of Rs.14,583/- (Rupees fourteen thousand five hundred eighty three) only by cash being value of 2 cottah~~14~~ chittacks - 30 Sq. ft. by the sellors to M/s. Mitra Bhattacharjee & Associates the party hereto of the Second Part who has paid by several consolidated Bank draft to the Sellor/Administrator (the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth acquit release and for ever discharge the purchaser as the nominee of Mitra Bhattacharjee & Associates as well as the said messuage land hereditaments and premises and every part thereof) more particularly described in the Schedule 'B' - hereunder written he the Sellor doth hereby grant transfer and convey and the said confirming party hereto do and each of them doth hereby release confirm and assure unto the purchaser as the nominee of Mitra Bhattacharjee & Associates free from encumbrances liens charges attachments and claim ALL THAT Seller's right title and interest in ALL THOSE lands, including structures thereon if any an area about 2 cottah 14 Chattacks 30 Sq. ft. a little more or less situate and lying at and being Plot No. D-3, Block No. 'D' of portion of 46, Murari Pukur Road and butted and bounded as follows that

that is to say :-

On the North by : Portion of Plot D-4.

On the South by : 33' feet wide Road.

On the East by : Portion of Plot No. D-2.

On the West by : 33' feet wide Road.

A N D more particularly described in the Schedule 'B' hereunder written OR HOWSOEVER OTHERWISE the same or any part or parts thereof now are or is or at any time or times heretofore was or were butted and bounded called known numbered described or distinguished together with all ways, paths, passages, water, water course, yards, sewers, drains, benefits and advantages of ancient and other lights and all manner of right, liberties, easements, profits privileges advantages, appendages and appurtenances whatsoever into and upon and belonging or in any wise appertaining to the said land and premises and every part thereof or are now or in or at anytime or times heretofore were or was held used and occupied or enjoyed or accepted deemed taken or known as parcel or appertaining thereto and the reversion or reversions, remainder or remainders, rents issues and profits thereof and every part thereof and all the estate right title interest, property claim and ~~demanded~~ whatsoever of the said Seller and by the said Confirming Party hereto and each of them into and upon the said land and premises and every part thereof. And all deeds and documents of title exclusively relating

to the ---

to the said premises or any part of portion thereof which are now or hereafter shall or may in the custody, power or possession of the Seller or which the Sellers can or may procure from any person or persons without any action or suit with full power and absolute authority to the purchaser to produce before all Commissioners, Collectors or other proper officers and persons having jurisdiction in that behalf and to obtain mutation of name in the local Collectorate and Municipality as may be required in respect of the said property in the name of the purchase TO HAVE AND TO HOLD the said message land hereditaments and premises hereby granted transferred and conveyed or expressed and intended so to be unto the purchaser absolutely and forever.

A N D the Seller and the Confirming Party hereto do and each of them doth hereby covenant with the purchaser that :-

- (a) The absolute interest or that right title and interest of the legacies of the said Will of Birendra Kumar Sett since deceased the Confirming Party possess to hereby transfer now subsistant and that Notwithstanding any act deed matter or things done by the Seller and the Confirming party hereto made, done executed or suffered to the contrary the Seller hath now good right full power and absolute authority ---

authority under the order dated 13th May, 1981 hereinbefore recited to transfer, convey, assign and assure the said right title and interest of the Sellers in the said land and every part thereof unto and to the use of the purchaser in manner aforesaid.

b) The purchaser shall or may at all times hereafter peaceably and quietly enter into and upon and held possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, interruptions claim or demand whatsoever from or by the Seller or the Confirming Party hereto or any person or persons lawfully or equitably claiming from under or in trust for them and that free and clear and freely and clearly and absolutely acquired exonerated and discharged from or by the Seller and will and sufficiently saved defended kept harmless and ~~be~~ indemnified of from against and all manners of former and other estates rights title claim liens charges encumbrances whatsoever created or suffered by the Seller or any person as aforesaid.

c) The Seller and Confirming Party hereto and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust ---

trust for the Seller shall and will from time to time and at all times hereafter at the request and costs of the purchaser do acknowledge, execute and perform all such acts, deeds matters and things whatsoever for further, better and more perfectly assuring the said property and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

(d) The said Administrator has not done or caused to be done anything whereby or by reason whereof he is prevented from executing these presents.

AND ALSO that the Seller will at all times at the request and costs of the said purchaser produce to him or he shall direct the deeds and writings for evidencing the title to the said message land hereditaments and premises hereby granted transferred and conveyed and also furnish to him or them copies of ~~the~~ or extract from the said deeds and writings and will in the meantime keep the same (damage by fire or other-accident excepted).

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THOSE partly one and partly two storied brick built message tenements or dwelling house and one

brick ---

one brick built steble together tenements or dwelling house and one brick built steble together with the piece or parcel of land therunto belonging whereon and on part whereof the same are created and built containing by measurement an area of 9 Bighas 10 Cottahs be the same a little more or less situated lying at and being a portion of premises No. 46, Murari Pukur Road (but now Nos. 46 & 47) commonly known as "Panchabati Villa" within the municipal limits of the Corporation of Calcutta forming parts of Holding Nos, 58, 59, 57, 58A and 61, Division 2, Sub-Division-II, the four Holding in Mouza Ultadingi and the last in Mouza Bagmari all district of twenty four parganas in respect of which entire Holding Nos. 58, 59, 57, 58A and 61 three several sums of Rupees three and annas one (that is to say Rupees three and paise six) Rupees twenty five annas - eleven and paise six that is to say Rupees ten and paise five out of the sum of Rupees ten and paise ten a sum of Rupees one annas twelve and paise ten that is to say Rupees one and paise eighty in payable by the estate of Mati Mitra are respectively payable annually as revenue to the Collector of twenty parganas and delineated in the map or plan No.3 - annexed to the award of Mr. C. K. Sarkar dated the thirtieth day of September in the year one thousand nine hundred fifty one and therein marked as Lot "A" and butted and bounded in manner following that is to say on the North partly by Murari Pukur Road, partly by another portion of the said premises No. 46, Murari Pukur Road and partly by the said common passage on the East partly by premises No.25, Canal East Road and partly by premises Nos. 1, 3 and Mati Mitra Lane on the

on the South partly by premises Nos. 1, 4 and Mati Mitra Lane, partly by a passage leading to Mati Mitra Lane, partly by a drain separating premises Nos. 7, 7/1, 7/1A and 7/1B, Mati Mitra Lane and partly by premises No.303, Bagmari Road and on the East partly by a drain separating No.303, Bagmari Road and partly by the said common passage.

THE SCHEDULE "B" ABOVE REFERRED TO

ALL THAT the piece or parcel of land being Plot No.D-3, Block No."D" of the portion of premises No.46, Murari Pukur Road, Calcutta, being particularly described hereabove Schedule "A".

IN WITNESS WHEREOF the Seller and the Confirming Party hereto have hereunto set and subscribed their respective hands seals and the day month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of :-

Anamath Ganguli
Associate
13, Old Post Office Street
Calcutta - 1

Pawan Kumar Sen

For Mitra Bhattacharjee & Associates

M. Bhattacharjee
Partner

For Mitra Bhattacharjee & Associates

J. S. Mitra
Partner

MEMO OF CONSIDERATION

Received from the within named Purchaser a sum of Rs. 14,583/- (Rupees fourteen five hundred and eighty three) only as per Particulars below: -

Part of Mr. Beyer cheque being cheque NO. H.C.T./883159 dt. 29.6.83 issued by Amar Nath Ganguli, on United Bank of India, High Court Branch, Calcutta, in favour of Palla Kumar Banerji.

Total Rs. 14,583 = 00

(Total Rupees fourteen thousand five hundred and eighty three) only.

Palla Kumar Banerji

For Mitra Bhattacharjee & Associates

For Mitra Bhattacharjee & Associates

M. Bhattacharjee
Partner.

M. Mitra
Partner.

Witness:

Amar Nath Ganguli
Dorale

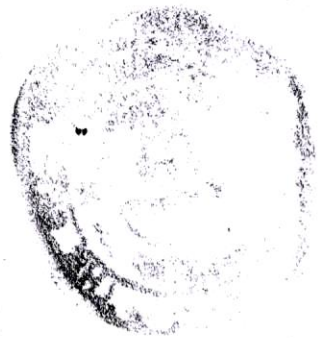
Read

Book No. 1
Volume No. 206
Pages. 234 252 (238 to 256)
Serial No. 6587
For the year 1983

DATED THIS 6th DAY OF July 1983

W
NB

or 7-20



- BETWEEN -

PALLAV KUMAR BANERJI .. 1st Part.
-and-
MITRA BHATTACHARJEE & ASSOCIATES .. 2nd Part.
-and-
SRI NITYA GOPAL SAHA .. 3rd Part.

Registrar U/S 7(2) of Assurances, Calcutta
16.8.85

CONVEYANCE



Registrar U/S 7(2) of Assurances, Calcutta
6.7.83