



STAMP FIXED BY:

6006

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

Total \$ 3572

Fee paid as under :-

A 402
 AC 20
 G 2
 J 20
 May 20
 AC 2
 NS

 B 474

UNSAF COURT ALIPO
FILED
9 MAR 1962
24-8-1962

John A. Smith
1711-1871

THIS INDENTURE made this 13th day of December One
Thousand Nine Hundred and Sixty-one BETWEEN (1) SREEMATI PUSPARENU
BANERJEA (2) ASOKE KUMAR BANERJEA and (3) SANKARDAS BANERJEA wife
and sons respectively of Kuber Chandra Banerjee all by caste Hindu
by occupation *Landholder* residing at P.112, Lansdowne Extension
(P112, C.I.T. Scheme XLVII) P.S. Tollygunge in the suburbs of
the town of Calcutta (except Sankardas Banerjee who is now resi-
ding temporarily for the purpose of study at West Germany) herein-
after called "the VENDORS" (which expression shall unless excluded
by or repugnant to the context be deemed to include their res-
pective heirs executors administrators representatives and assign-
ns) of the FIRST PART, KUBER CHANDRA BANERJEA son of Late Sarat
Chandra Banerjee by caste Hindu by occupation business residing
at No.P112, Lansdowne Extension (P112, C.I.T. Scheme XLVII) P.S.
Tollygunge in the suburbs of the town of Calcutta hereinafter
called ..

called ..

Chandra Ba
at No. P112
Tollygunge

called "the RELEASOR AND CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the SECOND PART AND SITI BHUSAN DUTT son of Sri Santi Bhusan Dutt by occupation business by caste Baidya residing at 12, Earle Street, Calcutta hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the THIRD PART :

W H E R E A S :

1. By a Deed of Conveyance dated 5th day of May, 1941 and made between the Trustees for the Improvement of Calcutta of the One Part and Releasor and Confirming Party of the Other Part registered in Book No.1 Volume No.80 Pages 159 to 161 Being No.3470 for the year 1941 at the District Sub-Registry Office Alipore for the consideration of Rs.10,747/- (out of which a sum of Rs.5373/8/- was paid by the Releasor and Confirming Party to the Trustees for the improvement of Calcutta at or before the execution of the said Conveyance and the balance was secured by a Security Deed bearing even date therewith executed by the Releasor and Confirming Party in favour of the Trustees for the Improvement of Calcutta as therein and hereinafter mentioned) the Trustees for the Improvement of Calcutta absolutely granted conveyed and transferred unto the Releasor and the Confirming Party ALL THAT the land hereditaments and premises being plot No.112 of the surplus land in Calcutta Improvement Scheme XLVII formed out of portion of old premises No.29A and 29B, Lake View Road and 23, Monoharpukur First Lane fully mentioned and described in the schedule thereunder as also hereunder written TO HAVE AND TO HOLD the same unto the Releasor and Confirming Party for ever.

2. . .

2. By a Security Deed bearing even date with the conveyance above recited (that is, 5th day of May 1941) and made between the Releasor and Confirming Party of the One Part and the Trustees for the Improvement of Calcutta of the other Part being registered in Book No. I Volume No. 60 Pages 81 to 86 Being No. 1957 for the year 1941 at the District Registry Office, Alipore ALL THAT the said land hereditaments and premises comprised in the said Conveyance above recited and being described in the Schedule hereunder written were charged by the Releasor and Confirming Party in favour of the Trustees for the improvement of Calcutta for securing the due repayment of the sum of Rs. 5373/8/- being a moiety of the consideration for the purchase thereof as aforesaid with interest and costs as therein mentioned in the manner therein contained.

3. Since purchase of the said land hereditaments and premises described in the Schedule hereto as aforesaid the Releasor and Confirming Party erected ^{partly} a ^{and partly four} three storied brick built building thereon with his own moneys.

4. By a Deed of Family Settlement dated 25th May 1956 and made between the Releasor and Confirming Party (therein referred to as "the Settlor") of the One part and the said Releasor and Confirming Party, the Vendors ~~was~~ Asoke Kumar Banerjee, Sankardas Banerjee (the last named then being a minor and represented by his mother and natural guardian Sreemati Pusparenu Banerjee), Sm. Santa Banerjee (the last then unmarried daughter of the Releasor and the Confirming Party) and the said Vendor Sm. Pusparenu Banerjee therein referred to as the beneficiaries") of the other Part being registered in Book No. 1 Volume No. 83 at pages 35 to 41 Being No. 4174 for the year 1956 at Alipore Sadar Sub-Registry Office, the Releasor and Confirming Party as the Settlor for the consideration therein -

mentioned ..

mentioned thereby inter alia transferred and assigned to the Vendors Asoke Kumar Banerjee and Sankardas Banerjee as well as to the said Sm. Santa Banerjee ALL THAT the right title and interest over the ground floor together with land, the first floor and the second floor respectively of the building comprised in the said premises No.112, Lansdowne Extension (P112 C.I.T. scheme ALVII) with other rights and benefits appertaining thereto as fully mentioned and described in the said document reserving unto the RELEASOR and CONFIRMING Party and the Vendor Sm. Pusparenu Banerjee the right of residence in any portion of the said premises No.112, Lansdowne Extension

(P112 C.I.T. Scheme ALVII) in the manner therein contained *and although the constructions on the said floor were not specifically so mentioned in the said deed the same were treated as included in the portion granted to Sm. Santa*

5. By the said Deed of Family Settlement dated 25th May, 1956 it was provided that it was the desire of the Settlor that at the time of marriage of his daughter the said Sm. Santa Banerjee if the Vendors Asoke Kumar Banerjee and Sankardas Banerjee would pay the marriage expenses of the said Sm. Santa Banerjee to the extent of Rs.15,000/- (Rupees fifteen thousand) then the said Sm. Santa Banerjee should transfer and assign all her right title and interest in the Second floor ^{as aforesaid} of the building and also in the Southern garage in the said premises No.112, Lansdowne Extension in favour of the said Vendors Asoke Kumar Banerjee and Sankardas Banerjee and the said Sm. Santa Banerjee agreed to the same, (being the portions of the said premises granted to her under the said deed of Settlement).

6. The marriage of the said Sm. Santa Banerjee was fixed on the 10th May 1959, but the said Vendors Asoke Kumar Banerjee and Sankardas Banerjee having failed to pay her marriage expenses her mother the Vendor Sm. Pusparenu Banerjee agreed to pay a sum of Rs.7,000/- being her marriage expenses upon her agreeing to transfer her right title

and

and interest in the said premises No.112, Lansdowne Extension (P112 C.I.T. Scheme XLVII) under and by virtue of the said Deed of Family Settlement in favour of the Vendor Sm. Pusparenu Banerjee with the consent and concurrence of the said Vendors Asoke Kumar Banerjee and Sankardas Banerjee.

7. By a Deed of Conveyance dated 5th May 1959 and made between the said Sm. Santa Banerjee of the one part and the Vendor Sm. Pusparenu Banerjee of the other part being registered in Book No. I Volume No.82 at pages 65 to 67 Being No.4377 for the year 1959 at Sadar Sub-Registry Office, Alipore in pursuance of the said agreement and in consideration of the said sum of Rs.7,000/- paid to her by the Vendor Sm. Pusparenu Banerjee the said Sm. Santa Banerjee granted conveyed transferred and assigned in favour of the Vendor Sm. Pusparenu Banerjee ALL THAT the right title and interest of the said Sm. Santa Banerjee of and in the said premises No.112 Lansdowne Extension (P112 C.I.T. Scheme XLVII) under and by virtue of the said Deed of Settlement dated 23rd May 1956.

8. The entire amount secured by the aforesaid security Deed dated 5th May 1941 was duly paid by the Releasor and Confirming Party to the Trustees for the Improvement of Calcutta with all interest due thereon (such payment being made by instalments from time to time and the last of such instalments being made on 23rd September 1942) and upon such payment the charge created under the said Security Deed ^{was redeemed and the said Security deed} was returned by the Trustees for the Improvement of Calcutta to the Releasor and Confirming Party.

9. In the premises the Vendors are now lawfully seised and possessed of the said messuage building land hereditaments and premises of the said messuage building land hereditaments and premises No.112, Lansdowne Extension ^(P.112 C.I.T. Scheme XLVII) Calcutta fully described in the Schedule hereto as and for an absolute estate or interest

for ever ..

for ever free from all encumbrances except the right of residence therein of the Releasor and Confirming Party as well as of the Vendor Sm. Pusparenu Banerjee as aforesaid (a part from her ownership in respect of the Second floor of the building and southern garage comprised in the said premises and relative other rights transferred to her by her daughter Sm. Santa Banerjee as hereinbefore mentioned).

10. The Vendors with the consent and concurrence of the Releasor and Confirming Party have agreed to sell the said premises No. P112, Lansdowne Extension (P112, C.I.T. scheme XLVII) Calcutta fully described in the Schedule hereto absolutely and free from all encumbrances and the Vendor Sm. Pusparenu Banerjee and the Releasor and Confirming Party have agreed to release their right of residence in the said property in favour of the Purchaser for the consideration and in the manner hereinafter appearing.

11. At the treaty of the above agreement it has been also agreed by and between the parties hereto that the sale will include the right accrued to the Vendors against the defaulter/^{monthly}tenant Sri H.I. Pathak in respect of first floor of the building comprised in the said premises No. P112, Lansdowne Extension, (P112 C.I.T. Scheme XLVII) Calcutta and one garage therein at a monthly rental of Rs. 325/- and the benefit of the ejectment suit/^{and also of the suit for arrears rent} already filed by the Vendor Sri Sankardas Banerjee against him in the First Court of Munsiff at Alipore, 24 Parganas being. Title Suit No. 677 of 1961 ^{and Money Suit No 116 of 1961 respectively.}

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 1,00,000/- (Rupees one lakh only) at or before the execution of these presents paid

by the ...

13/11/61

by the Purchaser to the Vendors with the consent and concurrence of the ^{Releasor and} Confirming Party (the receipt whereof and that the same is the full consideration of the sale hereunder the Vendors do and each of them doth hereby admit and acknowledge and of and from the payment thereof doth hereby release and for ever discharge the Purchaser as also the said premises hereby conveyed or intended so to be) the Vendors do and each of them doth hereby with the consent and concurrence of the Releasor and Confirming Party as testified by his joining in & executing these presents grant convey transfer assign and assure ^{and the Releasor and Confirming Party doth hereby convey assign and confirm} unto the Purchaser ALL THAT the messuage building land hereditaments and premises being premises No. P112, Lansdowne Extension, (P112, C.I.T. Scheme XLVII) Calcutta fully mentioned and described in the schedule hereunder written and hereinafter referred to as "the said property" OR HOWSOEVER OTHERWISE the said property or any part of parts thereof now are or is or at any time heretofore were or was butted bounded called known numbered described or distinguished or reputed so to be together with all buildings houses out-houses garages erections sanitary electrical and all other fixtures fittings and filtered and unfiltered water connections and water taps ^{including electric water pump.} AND all walls wells paths passages common yards drains sewers water water courses benefits and advantages of ancient and other lights rights rights privileges appendages and appurtenances whatsoever to the said property or any part or parts thereof belonging or in anywise appertaining thereto or usually held occupied accepted reputed deemed taken or known as part or parcel thereof or appurtenant 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 demand whatsoever of the Vendors in to out of or upon the said property

and ..

and every thereof TOGETHER WITH all the right ^{of ejectment and all other} accrued to the
Vendor Sankardas Banerjee against the defaulter tenant Sri H.I.
Pathak in respect of the first floor of building comprised in
the said premises hereby granted and conveyed and a garage -
therein and the full benefit of the ~~suit~~ ^{suits} already filed
against him by the said Vendor in the First Court of Munsiff at
Alipore, 24 Parganas being Title Suit No. 677 of 1961 ^{Land Money Suit No 116 of 1961} AND all deeds
documents and muniments of title in anywise relating to the said
property or any part or parts thereof which are now or hereafter
shall or may be in the custody power or possession of the Ven-
dors or any other person or persons from whom they can or may
procure the same without action or suit in law and in equity
AND WITH full power and absolute authority to the Purchaser to
appear before ^{the Corporation of Calcutta and} all Commissioner or Commissioners Collectors or
other proper Officers and persons having jurisdiction in that be-
half to obtain mutation of name in the Local Collectorate and ^{the Corporation of Calcutta and} ~~the~~
anywhere else as may be required in respect of the said property
in the name of the Purchaser including substitution of his name -
as plaintiff in the said suit No. 677 of 1961 ^{and in Suit No 116 of 1961} in the First Court
of Munsiff at Alipore 24 Parganas and for that purpose and by all
lawful ways and means to take steps and to do all such acts and
sign and execute all such applications petitions deeds and other
writings as may be necessary and receive rent and/or withdraw
rent from Court TO HAVE AND TO HOLD the said messuage building
land hereditaments and premises herein comprised and hereby granted
sold conveyed transferred assigned and assured or expressed or in-
tended so to be with all rights members easements and appurtenances
thereto (hereinafter referred to as "the said Premises") unto and
to the use of the Purchaser free from all encumbrances attach-
ments liens and lispendens absolutely and for ever AND for the
consideration ..

consideration aforesaid the Vendor Sm. Pusparenu Banerjea doth hereby expressly release disclaim and in favour of the Purchaser her right of residence relinquish in the said premises under and by virtue of the aforesaid deed of Settlement dated 25th day of May, 1956' - AND the Vendors do and each of them doth hereby covenant with the Purchaser that the absolute interest which the Vendors profess to hereby transfer subsist and that notwithstanding any act deed matter or thing by the Vendors or their predecessors-in-title made done executed or suffered to the contrary the Vendors now have good right full power and absolute authority to grant transfer convey assign assure and release the said premises and every part thereof unto and to the use of the Purchaser in manner aforesaid AND THAT the Vendors have not done any act or thing whereby the said premises hereby granted transferred conveyed assigned assured and released or expressed or intended so to be have been encumbered or whereby the Vendors are hindered from ganting selling conveying transferring assigning assuring and releasing the same unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall or may at all times hereafter peaceably and quietly enter into and upon and hold posses and enjoy the said premises and every part thereof and receive the rents issues and profits of the same without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them or their predecessors-in-title AND that free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and well and sufficiently saved defended kept harmless indemnified of from and against all and all manner of former and other estates rights titles interests claims liens charges encumbrances whatsoever created or suffered by the Vendors or any person rightfully claiming as aforesaid AND FURTHER THAT the Vendors and all persons

having ...

having or lawfully or equitably claiming any estate or interest in the said Premises or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser or any person or persons claiming through under or in trust for the purchaser make do acknowledge execute and perfect with all proper and despatch and cause to be made done acknowledged executed and perfected with the proper despatch 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.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid and in further consideration of the Sum of Rs.100/- (Rupees one hundred only) at or before the execution of this presents paid to him by the Purchaser (the receipt whereof the Releasor and Confirming Party doth hereby admit and acknowledge) the Releasor and Confirming Party doth hereby absolutely release disclaim and relinquish in favour of the Purchaser ALL THAT the right of residence and all other rights, if any of the ^{Releasor and} Confirming Party of and in the said premises hereby granted sold conveyed transferred assigned assured and released by the Vendors as aforesaid under and by virtue of the said Deed of Settlement dated 25th May, 1956 OR OTHERWISE HOWSOEVER And the ^{Releasor and} Confirming Party doth hereby also confirm the sale of the said premises by the Vendors to the Purchaser as aforesaid and covenants and agreed with the Purchaser that the ^{Releasor and} Confirming Party shall on or before the execution of these presents deliver vacant possession of the ground floor of the Premises No. P112 Lansdowne Extension (P112, C.I.T. Scheme Calcutta) to the Purchaser or his authorised agent and at all times hereafter at the request and costs of the Purchaser or any person claiming under him to and execute or cause to be done and executed

all such ..

all such further acts matters deeds and things for further better and more perfectly releasing his right or residence and other rights if any in respect of the said Premises and/or otherwise for Confirming the sale of the said premises in favour of the

Purchaser as shall or may be reasonably required. And the Vendors agree to duly pay and discharge the Supplementary municipal taxes payable in respect of the said premises since as well as any other municipal dues payable or to become payable for any period prior to the date of these presents.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT ^{partly and partly four} the three storied messuage building or dwelling house together with the piece or parcel of revenue free land thereunto belonging and whereon or on part whereof the same is erected and built and containing by measurement an area of 5 cottahs 5 chittacks 44 squar feet be the same a little more or less and being premises No.112 Lansdowne Extension (P112, C.I.T. Scheme No.XLVII) formed out of portions of old premises Nos. 29A, 29B, Lake View Road and 23 Monoharpukur 1st Lane and comprised in Holding Nos.206 and 200, Sub-Division & Division VI Dihi Panchannagram, Thana Tollygunge, and now being premises No.112, Lansdowne Extension, within the Corporation of Calcutta District 24 Parganas, butted and bounded in the manner following

that is to say on the North by Plot No 342 C I T Scheme No ~~XVII~~ ^{XVB}

On the East by Plot No 115 of C I T Scheme XLVII

On the South by Plot No 113 and 114 of C I T Scheme XLVII

and On the West by 40 feet C I T Road OR HOWSOEVER

OTHERWISE. The above land is more particularly delineated in the Conveyance from the Trustees for the Improvement of Calcutta in favour of Kuber Chandra Banerjee dated 5th May 1941 and thereon coloured pink.

IN WITNESS WHEREOF the Vendors, and the Releasor and Confirming Party ~~and the~~ Purchaser have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED ...



SIGNED SEALED AND DELIVERED by
Sreemati Puspavenn Banerjee,
Asoke Kumar Banerjee and Sankardas
Banerjee the abovesigned Vendors
at Calcutta in the presence of :-

Respon. Baryta.

Asok Kumar Banerjee
by his constituted attorney
Kufirbandi Banerjee
Sanjay Das Banerjee,
by his constituted attorney
Rafsan Banerjee.

anka Blorowick, San An
21 Rapschand Solicitor, Gold Springs San An.
Muckhejee
Lane
Calcutta-25
Dorville
10023 pro of the
Calcutta

SIGNED SEALED AND DELIVERED by
Kuber Chandra Banerjee the above-
named Releasee and Confirming Party at
in the presence of :-

Kufunika

Ana
Lithat., G. w. P. m. p. h. m. s. (C. d. l.).
O. d.
Sch. c. l. g.
1000 post. ap. d. v. i. t.
Calabria

Santa Rhonick

121 Rupchand

Mulkerjee Lane RECEIVED of and from the withinnamed Purchaser

Calcutta-25 the withinmentioned sum of Rupees one lakh only - Rs. 1

- - being the full consideration of these presents as per memo below :-

MEMO.

17/11/61
By cheque No 243415 dated 14th August
1961 on United Bank of India (A)
Royal Exchange Branch . . .
By cheque No A062753 B 13th Decr
1961 on United Bank of India (A)
Royal Exchange Branch . . .
Total

Rs 3,000

Explains the contents
of this document in
clearing the minds
of Corb. directors
the executive
and open to

By cheque No A062753 B134 Dents
1961 on United Bank of India (D)
Royal Exchange Brand

Net 97.000

Total Per 100,000

Purpose the last only

Sankar das Banerjee. Esparan Banerjee.
by his constituted attorney, Asoke Kumar Banerjee
Esparan Banerjee, by his constituted attorney
Kubulchandra Banerjee

witness:-

Santa Brownick



13/11/67
Registrar of Companies,
Calcutta.



Registered

Book No. _____
Volume No. 144
Pages 175 - 188
Being No. 6006
of the year 1961

*of 2-00
refunded.*

*Registrar of Assurances
Calcutta*



*Registrar of Assurances
Calcutta*

15.12.61



189 (G-62)

Re: P. 112, C. 9. T. Selin

(One only)
31. 1. 62

(11)

DATED THIS 13th DAY OF December 1961.

Between

Sm. Pusparenu Banerjee & Ors. 1st Part
Kuber Chandra Banerjee. 2nd Part

And

Siti Bhushan Dutt. ... 3rd Part.

CONVEYANCE of
P. 112, Lansdowne Extension, Calcutta.



*Registrar of Assurances
Calcutta*
15.12.61

S. N. Sen & Co.
Solicitors,
10, Old Post Office Street, Calcutta.