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Police Station Karaya, Calcutta 700 017, hereinafter called and referred to as the "VENDOR"

(which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART:

AND

SAHIDA PARVEEN wife of Javed Akhtar by religion Islam, by profession business, residing at 44D, Shamsul Huda Road, Police Station Karaya, Calcutta-700 ol7, hereinafter called and referred to as the "PURCHASER" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART:

WHEREAS

For, R. A. Developers
Partner



WHEREAS one Peary Mohom Banerjee was seized and possessed of or otherwise well and sufficiently entitled to various landed properties including - premises No. 7. Tiljala Place, P.S. Karaya (previously Ballygunge) under the then Municipal limits of the Corporation of Calcutta.

AND WHEREAS the said Peary Mohon Banerjee was governed by the Dayabhaga School of Hindu Law.

AND WHEREAS Peary Mohon Banerjee died intestate leaving behind surviving his two sons
namely....

For, R. A. Developers



namely Anukul Chandra Banerjee and Supratul Chandra Banerjee and none else who jointly inherited amongst other the said property being premises No.7. Tiljala Place and went on enjoying the same as its joint - owners thereof to the exclusion of others on payment of taxes and other outgoings to the appropriate - authorities and by exercising all rights of ownership according to law each having a molety share therein.

AND WHEREAS the said Anukul Chandra Banerjee died intestate on or about 28.8.1908 leaving behind surviving his only son and heir Nirmal Chandra - Banerjee who inherited the undivided 4 (half) share

of

A. Developers



of all the properties including the property being premises No. 7, Tiljala Place, Calcutta and went on enjoying all its usufructs with his other co-sharer Supratul Chandra Banerjee on - payment of municipal taxes and other outgoings to the appropriate authorities.

AND WHEREAS subsequently the said Supratul Chandra Banerjee filed a suit for partition against the said Nirmal Chandra Banerjee before the First Court of the Sub-Judge at Alipore being Title Suit No. 60 of 1911.

AND WHEREAS

For, R.A. Developers



AND WHEREAS a final decree for partition was passed in the said suit in terms of the Commissioner's report on or about 18th day of December, 1912.

AND WHEREAS in terms of the aforesaid final decree Nirmal Chandra Banerjee was exclusively allotted all that piece and parcel of revenue redeemed homestead land measuring 16 (sixteen) Cottans, 2 (two) Chittaks and 13 (thirteen) square feet be the same a little more or less including a tank by measurement 17 (seventeen) Cottans more or less having a total area of 1 (one) Bigha, 13 (thirteen) Cottans 2 (two) Chittaks and 13 (thirteen) sq.ft. more or less comprised of khas Mahal Dihi Panchannagram, Division V,

Sub-division....

For R. A. Developers



Sub-Division H. Touji No. 2833 being Holding
No. 260 (old) No. 126 (new), being portion of
municipal premises No. 7. Tiljala Place and part
of premises No. 11. Dilkhusa Street (formerly
P.S. Ballygunge, S.R.Office Sealdah, in the District
of 24 Parganas and went on enjoying the said properties as its sole owner thereof to the exclusion of
others and went on enjoying the same as its absolute
owner thereof on payment of taxes and other outgoings to the appropriate authorities and by exercising all rights of ownership according to law.

AND WHEREAS the said Anukul Chandra Bancrjee died leaving also his second wife Sm. Sushama - Sundari Debi.

For, R. A. Developers

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Partner



AND WHEREAS Sm. Sushama Sundari Debi brought a suit for declaration of her title for maintenance from the Estate of Anukul Chandra Banerjee - since deceased being Title Suit No. 182 of 1909 before the First Court of Subordinate Judge at Alipore, 24-Parganas.

AND WHEREAS by virtue of a decree passed by the said Court the property mentioned hereinabove along with other properties were charged for maintenance of Sm. Sushama Sundari Debi.

AND WHEREAS in terms of the decree passed by the said Court the said Sm. Sushama Sundari Debi was entitled to get her maintenance at the rate of Rs. 15/- per month.

AND WHEREAS

For, R. A. Developers

AND WHEREAS the property mentioned hereinabove including other properties being subject to a charge in terms of the decree passed in the said suit being aforesaid Title Suit No. 182 of 1909.

AND WHEREAS the said Nirmal Chandra Banerjee decided to sell the properties free from all encumbrances and Charges.

AND WHEREAS on receipt of consideration of Rs. 5,400/- only the said Sm. Sushama Sundari Debi executed a registered deed of Release on 7th April, 1945 in favour of Nirmal Chandra Banerjee whereby she released and discharged the aforesaid properties - including other properties from charge and as such the properties being portion of premises No. 7, Tiljala Place and part of 11, Dilkhusa Street formerly portion of premises No. 7, Tiljala second Lane with all right of easements and appurtenances attached thereto became free of charge.

AND WHEREAS since such registered Deed of Release as aforesaid, the said Nirmal Chandra Banerjee was in uninterrupted possession of the aforesaid property being municipal premises No. 7, Tiljala Place and part of 11, Dilkhusa Street in the suburbs of the town of Calcutta and went on enjoying the same on payment of taxes and other outgoings to the appropriate authorities and by exercising all rights of ownership according to law.

For, R. A. Developers

AND WHEREAS

AND WHEREAS by a registered conveyance dated the 7th April, 1945 made between the said Nirmal Chandra Banerjee therein called the Vendor of the One Part and Begum Lutfunnessa, the Vendor herein, therein called the Purchaser of the Other Part and registered in the office of the Sub-Registrar, Sealdah, in Book No. I, Volume No. 25, Pages 72 to 80, Being No. 643 for the year 1945, the said Nirmal Chandra Banerjee for the consideration therein mentioned sold, transferred and conveyed ALL THAT the demarcated revenue redeemed land measuring 16 cottahs, 2 chittaks and 13 square feet more or less including a tank by measurement 17 cottahs more or less having a total area of 1 Bigha, 13 cottahs, 2 chittaks and 13 square feet be the same a little more or less comprised of khas Mahal Dihi Panchannagram, Division V, Sub-Division H, Touji No. 2833 being Holding No. 260 (old) No.126 (new), being portion of premises No. 7, Tiljala Place and part of 11, Dilkhusa Street (formerly portion of premises No. 7, Tiljala 2nd Lane). Folice Station -Ballygunge, S.R.Office of Sealdah within the then Municipal limits of the Corporation of Calcutta and in the District of 24 Parganas and delivered possession unto and in favour of the said Purchaser fully, absolutely and forever which is particularly mentioned in the Schedule "A" thereunder written.

AND WHEREAS since such purchase as aforesaid the Vendor herein got her name mutated in the office of the then Corporation of Calcutta and is in uninterrupted possession of the said premises as its absolute

For, R. A. Developers

owner....

owner thereof to the exclusion of others on payment of taxes and other outgoings to the appropriate - authorities and by exercising all rights of ownership according to law.

AND WHEREAS in the Assessment record her name was recorded along with one Paary Mohan Banerjee who was the owner of the other portion of 7, Tiljala Place.

AND WHEREAS since such purchase, the Vendor herein with her own fund constructed a two storeyed pucca building in the said land and premises on or about 1945, took water connection and electric line and is enjoying the said properties as its absolute owner thereof to the exclusion of others on payment of taxes and other outgoings to the appropriate authorities and by exercising all rights of ownership according to law.

AND WHEREAS the said property at 7, Tiliala Place subsequently being called, known, described and assessed as portion of premises No. 7, 7A, 7B, 7C and 7D, Tiliala Place, Police Station Karaya now within the Calcutta Municipal Corporation Ward No. 65.

AND WHEREAS on or about 1962 the Vendor herein went for East Pakisthan now Bangladesh to live with her husband who was a practising advocate of Dhaka High Court and had been started living there. The properties in India including the said property being 7, 7A, 7B, 7C and 7D, Tiljala Place and portion of 11, Dilkhusa

For, R. A. Developers

Street....

Street, Calcutta were looked after by the agent of the Vendor.

AND WHEREAS all along with the Vendor has been in peaceful possession of the said properties by herself and through her agents and there was no dispute at any point of time regarding title and possession of the said properties.

AND WHEREAS on or about 23rd January, 1993, the Constituted Attorney of the plaintiff has come to know that some unauthorised persons including one Sm. Nandita Guha Thakurta occupied a portion of the suit property. On enquiry of the records of the Calcutta Municipal Corporation it was revealed that the suit property has been partitioned by virtue of court's order. The aforesaid Nandita Guha Thakurta and other unauthorised persons are not in possession of the said property, some portion of the said property, some portion of the said properties are lying vacant.

AND WHEREAS subsequently on enquiry it was refealed that the fictitious persons on a false claim of title and by practising fraud upon the court, falsely claiming themselves to be owners allegedly on the basis as if the Vendor herein has transferred the property to the said Sm. Nandita Guha Thakurta and others by way of alleged exchange with their property at Bangladesh.

AND WHEREAS the Vendor herein never at any point of time having exchanged or transferred in any

For, R. A. Developers

manner....

manner whatsoever the properties herein conveyed to the said Nandita Guha Thakurta and others or to any body else.

AND WHEREAS after having come to know of such fraudulent acts of the said Sm. Nandita Guha Thakurta and others the Vendor herein through her erstwhile - Constituted Attorney filed Title Suit No. 63 of 1993 now pending in the Court of the 2nd. Civil Judge - (Senior Division) at Alipore for declaration that the Vendor is the absolute owner of the property hereby to be conveyed by these present and also permanent and mandatory injunction and other reliefs.

AND WHEREAS the Vendor having attained age and it being no longer convenient for her to continue with the property peacefully and to prosecute with the - litigation and also to bear the expenses.

AND WHEREAS the Vendor decided to convey and transfer her right, title and interest in the property with right to continue the said pending litigation - after being substituted therein and subject to final result of the said pending litigation.

AND WHEREAS the Purchaser herein agreed to purchase the property on such conditions and at a price of &. 4.80.000/- (Rupees four lacs and eighty thousand only) in respect of undivided 1/4th (one fourth) share therein.

For, R. A. Developers

Au Partner

AND WHEREAS

AND WHEREAS the Vendor has agreed with the Purchaser for absolute sale to her ALL THAT the undivided 1/4th (onefourth) share and/or interest of revenue redeemed homestead land measuring an area of 1 (one) Bigha, 13(thirteen) cottahs, 2(two) chittaks and 13 (thirteen) square feet be the same a little more or less together with a two storeyed pucca brick built building standing on a portion thereof and also other unauthorised structures made by the said unauthorised occupiers including water connection, privy, bath all other fittings and fixtures, electric connection, right of easements attached therein and also the right to continue the suits/cases which are pending in court comprised of khas Mahal Dihi Panchannagram Division V, Sub-Division H, Touji No. 2833 being Holding No. 260 (old) No.126 (new) being portion of municipal premises nos. 7. 7A, 7B, 7C and 7D, Tiljala Place and part of premises No.11, Dilkhusa Street, Police Station Karaya, Calcutta -700 017 within the Calcutta Municipal Corporation Ward No. 65 Sub-Registration office at Sealdah, in the -District of South 24 Parganas more fully described in schedule hereunder written at or for a total consideration of Rs. 4,80,000/- (Rupees four lacs eighty thousand only) subject to the said litigation which are pending before the 2nd Court of the Civil Judge (Senior Division) at Alipore and also subject to the payment of proportionate taxes and other outgoings and to the conditions and incidences under which the properties are held.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said

For R. A. Developers

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sum of ks. 4,80,000/- (Rupees four lacs eighty thousand only) of the lawful money of the Union of India in hand well and truly paid by the Purchaser to the Vendor hereto as per memo of consideration mentioned below on or before the execution of these presents (the receipt whereof the Vendor doth hereby and by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the said Purchaser as well as the said properties hereby conveyed). The said Vendor doth by these presents grant, convey, sell, transfer, assign and assure unto the Purchaser her heirs, executors, administrators, legal representatives and assigns ALL THAT undivided 1/4th (onefourth) share and/or interest in piece and parcel of revenue redeemed homestead land measuring 1 (one) bigha, 13 (thirteen) cottahs, 2 (two) chittaks and 13(thirteen) square feet be the same a little more or less together with a two storayed old brick built dwelling house and other structures building, fittings, fixtures, privy, water line, electric connection having a total built up area of approximately 3240 square feet including all other easements and appurtenances attached thereto comprised of Dihi Penchannagram, Division V, Sub-Division H, Touji No. 2833, Holding No. 260 (old) No. 126 (new) being portion of present municipal premises Nos. 7, 7A, 7B, 7C and 7D, Tiljala Place and part of premises No. 11. Dilkhusa Street, P.S. Karaya, Calcutta 700 019 and also the right to continue and carry on with the Title Suit No. 63 of 1993 pending before the 2nd Court of the -Civil Judge (Senior Division) at Alipore, 24 Perganas For, R. A. Developers

and

and also subject to final result of the said suit and also to enjoy the fruits of the decree to be passed in the said suit, more particularly described in the schedule hereunder written TOGETHER WITH all fittings and fixtures attached therein OR HOWSOEVER OTHERWISE the said land hereditaments, messuage, tenements and premises or any part thereof now are or is or heretofor were or was situated, located, bounded, called, known, numbered, described or distinguished TOGETHER WITH the said old two storeyed brick built house and other structures, fittings, fixtures, ways, paths, passages, common fences, hedges, water courses and all rights, liberties, privileges, walls, common wells, easements, appendages and appurtenances whatsoever to the said land hereditaments, messuages, tenements and premises belonging to or in anywise appurtaining thereto or have or at anytime hereto held, occupied, enjoyed, accepted, reputed, deemed, taken or known as part, parcel or number thereof or appurtenant thereto AND ALL the estate, right, title, interest, inheritance, use, trust, possession in properties, claim and demand whatsoever both at law and in equity of the Vendor whatsoever into upon and over the said land, hereditament, messuage, tenements and premises or any part thereof together with all deeds, paths, documents, writings and evidences of title whatsoever which exclusively relates to or concerning the said hereditaments and premises or any other part thereof which are now or hereinafter shall or may be in the custody, power, possession or control of the Vendor or any other person or persons from whom she can procure the same without any

For, R. A. Developers

action ...

action or suit at law TO HAVE AND TO HOLD the said messuage, land and premises described in the schedule hereto or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever AND THAT NOTWITHSTANDING any act, deed, matter or thing by the Vendor done or executed or knowingly suffered to the contrary, she the Vendor now hath in herself good right, full power and are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently to the said messuage land and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or otherwise whatsoever to alter, defeat, encumber or make void the said and THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendor bath now in herself good right and full power to convey the said messuage, land, tenement and premises hereby conveyed or expressed so to be unto and to the use of the -Purchaser in manner aforesaid AND the Vendor is divested of all right, title, interest and possession from the premises sold to the Purchaser and the Purchaser is put in possession of the same AND the Purchaser shall and may at all times hereinafter subject to the payment of quarterly taxes to the Calcutta Municipal Corporation peaceably and quietly hold, possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for the Vendor AND that free and clear, For R. A. Developers freely....

freely and clearly and absolutely discharged raised harmless and kept indemnified against all estates and encumbrances created by the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for her FURTHER THAT the Vendor and all person or persons having lawfully and equitably claiming any estate or interest in the said land and premises or any part thereof under or in trust for the Vendor, the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do, execute and perform or cause to be done, executed and performed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land, hereditaments, tenements and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may reasonably be required.

THAT there has not been any acquisition or requisition of the property by any authority whatso-ever. There is also no alignment by the Corporation at present in respect of the any portion of the properties and all taxes and other outgoings payable in respect thereof, if not paid already the liability of such payment shall vest with the Vendor. The Purchaser will be liable for payment of such outgoings from the date of these present.

BE IT STATED that the Vendor shall support any application made by the Purchaser for mutation of his mame in the office of the Calcutta Municipal Corporation and other appropriate authorities in respect of the -

For, R.A. Developers

property....

property hereby conveyed and will at the cost of the Purchaser do all that she may be required to do for that purpose and shall also support the prayer of the Purchaser to be added as plaintiff in the said pending suit and to continue with the suit.

THAT the Purchaser shall continue the suit being Title Suit No. 63 of 1993 pending before the 2nd Civil Judges' Court (Senior Division) at Alipore and also all other cases and proceedings arising out of the said suit and shall be at liberty to enjoy the - usufructs of the decree to be passed in the said suit.

THAT if in future any omission or discrepencies are detected in these presents the same will be rectified by the Vendor by a proper Deed of Declaration - and/or rectification at the costs and expenses of the Purchaser.

SCHEDULE ABOVE REFERRED TO :

ALL THAT undivided 1/Mth (onefourth) share of piece and parcel of revenue redeemed homestead land measuring a total area of 1(one) Bigha, 13(thirteen)cottahs, 2(two) chittaks and 13(thirteen) square feet be the same a little more or less together with two storeyed old brick built house and other structures, buildings, fittings, fixtures, privy, water line, electric connection having a total built up area of approximately 3240 square feet and also all other right of easements attached therein together with the right to continue Title Suit No. 63 of 1993 now pending before the Second Court of the Civil Judge (Senior Division) at Alipore comprised of khas Mahal Dihi - Panchannagram, Division V, Sub-Division H, Touji -

No

Partner

For, R.A. Developers

No. 2833 Holding No. 260(old) 126 (new) being portion of premises No. 7, Tiljala Place and part of premises No.11, Dilkhusa Street at present portion of municipal premises No. 7, 7A, 7B, 7C and 7D, Tiljala Place (as renumbered) and part of premises no.11, Dilkhusa Street, F.S.Karaya, Calcutta 700 019 Sub-Registration office at Sealdah within the Calcutta Municipal Corporation Ward No. 65 which is butted and bounded as follows :-

On the North - Dr. Biresh Guha Street (previously Dilkhusa

On the East - Tiljala Place;

On the South - 51, Samsul Huda Road; and

On the West - Corporation Road.

IN WITNESS WHEREOF the VENDOR has set and subscribed her hands on the day, month and year first above written.

In presence of:

1. Kgrin-Bukeh Ahmed As Constituted

44D, Slam Sul Huda Rd. Cal. 17 Attory of Degum

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2. Jamal uddie

40B. Sham Sul huda

Road. Cal-17.

For, R. A. Developers

Received of and from the within named Purchaser the within mentioned sum of Rs. 4,80,000/- (Rupees four lacs eighty thousand only) being the full consideration money to have been paid by the Purchaser to the Vendor as per memo below :

MEMO OF CONSIDERATION

By Ale. Payer chearne HP: 322647 pated: 20.3098 drawn Union Bank OF INDIA, TOPSIA BRANCH, COL-

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B 4.80.000 WITNESSES: Total Rupees Four Lakers BIGHTY THOUSAND ONLY 1. Kgrin-Buksh

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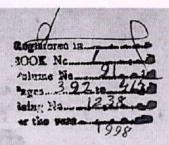
Drafted by :

K.C. Karonoker-Advocate calcuth

Typed by :

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For, R. A. Developers



Partner

For, R. A. Developers



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For, R. A. Developers

For R. A. Developers

Mu. Partner



Addi, Registrar of Assurances



For, R. A. Developers

Partner

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For, R.A. Developers

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For, R. A. Developers

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For, R. A. Developers

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For, R. A. Developer

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For, R. A. Developers

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For, R. A. Developers

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