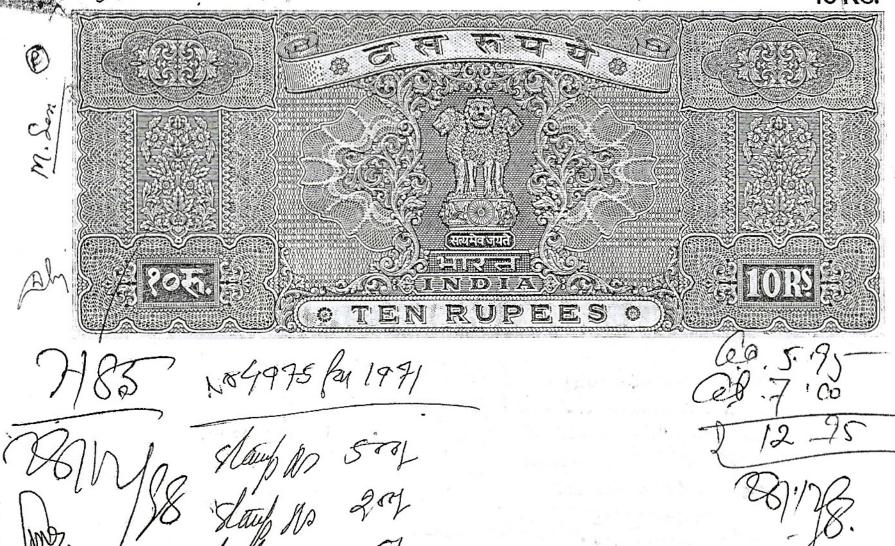
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INDENTURE made this 15th day of December, One thousand Nine hundred and seventy one BETWEEN SRI CHANDI PROSAD BANERJFE son of Beni Madhab Banerjee Med Hed-Hogherm

Management Addicessed by caste Hindu by occupation Retd.Govt.servant at present residing at

6, Parasar Road, Calcutta 29, P.S. Tollygunge, police station Tollygunge within the Municipal limits of the Calcutta Corporation hereinafter called the VENDOR

(which expression shall unless excluded by or repugnant to the con-

his heirs executors administrators and assigns) of the ONE part A N D SRI GOURI PROSAD BANERJEE son of Beni Madhab Banerjee deceased by caste Hindu

by occupation headmaster at present residing at 6, Parasar Road, Calcutta 29,

police station Tollygunge within the Municipal limits of Calcutta Corporation

hereinafter called thw PURCHASER (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assign,

of the Other Part WHEREAS Beni Madhab Bandrjee deceased father of the parties

hereto purchased a plot of revenue free land measuring three cottahs six chittains

thirty six square feet be the same a little more or less and situate and being plot no.70 of surplus land in the Calcutta Improvement Scheme no.XV(B) formed cut.

of portion of premises no.107,119 Dhakuria Road and 113, Russa Road South being

part of holdings nos.106/77, 75 and 71/72, respectively in sub-division R

Division 6 Dehi Panchannagram, police station Tollygunge, 24-parganas from the

Trustees for the improvement of Calcutta by an indenture of conveyance dated the

24th day of June, 1927 and the said deed was registered at the Sadar Sub-regist;

office Alipur and entered in Book no.1, volume no.76, pages 119 to 121 Being

no \$395 for the year 1927 for valuable consideration And whereas by the said

Indenture of Conveyance it was provided that the payment of the moiety of the

purchase owing to the owner to the Board should be secured by an Indenture of

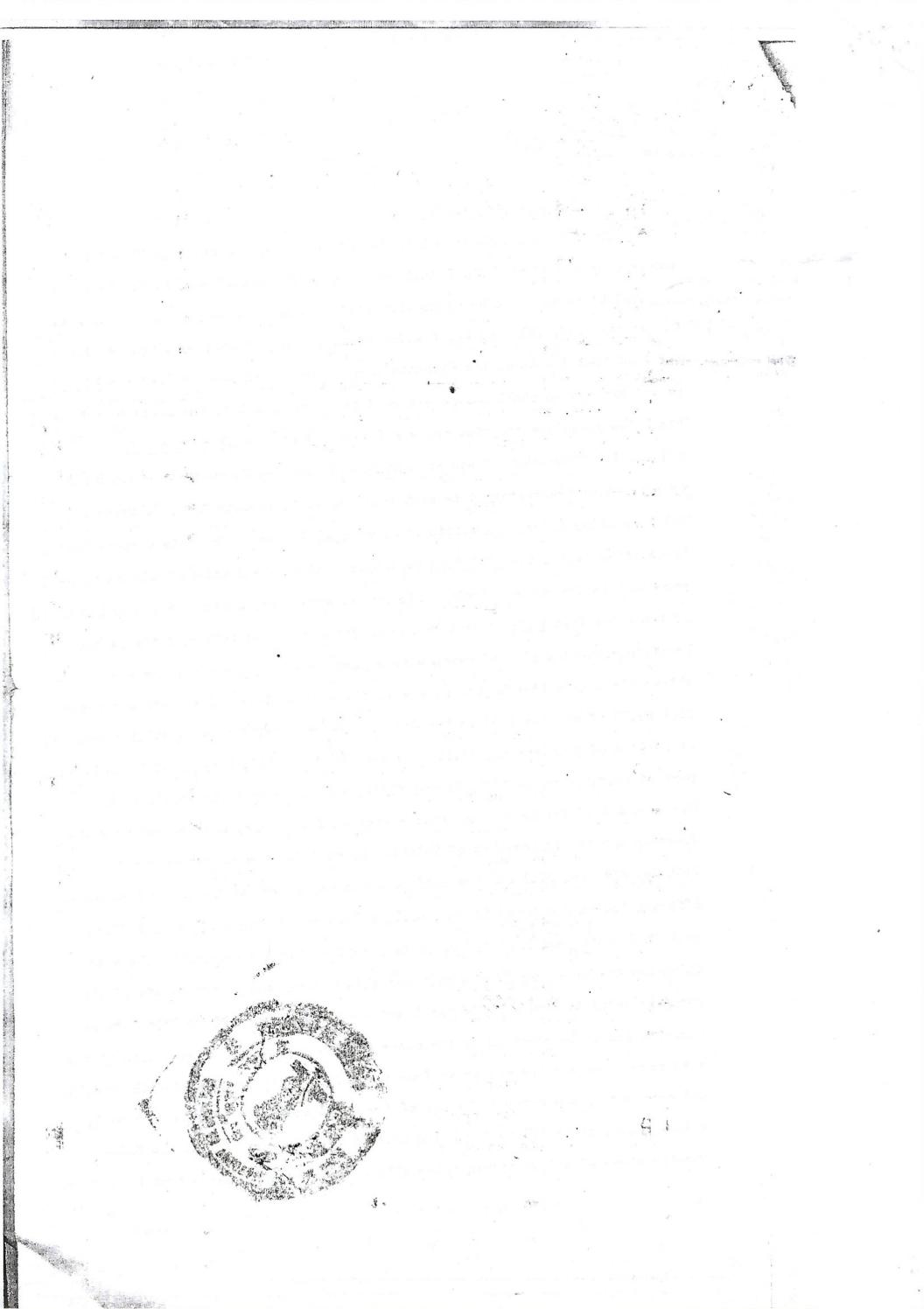
Security and to be executed by the owner immediately after the execution of the said conveyance and Whereas by an Indenture of Security deed dated 24th June, 1927

and executed by the owner in favour of the Board and registered in Book no.1,

volume no.60, pages 240 to 250 being no.3996 for the year 1927 by the Sadar

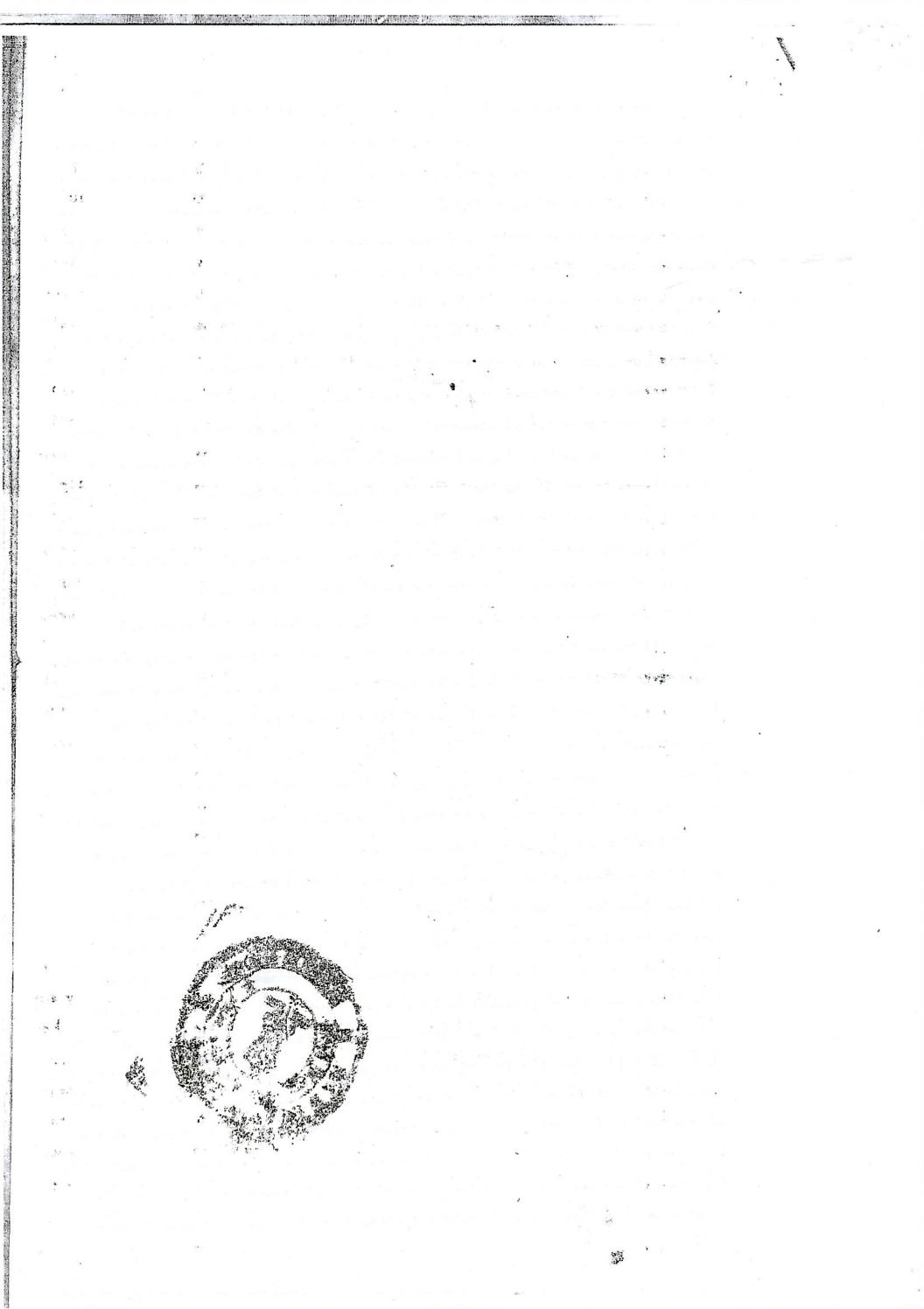
Sub-Registrar of Alipur it was inter alia witnessed and declared that the owners

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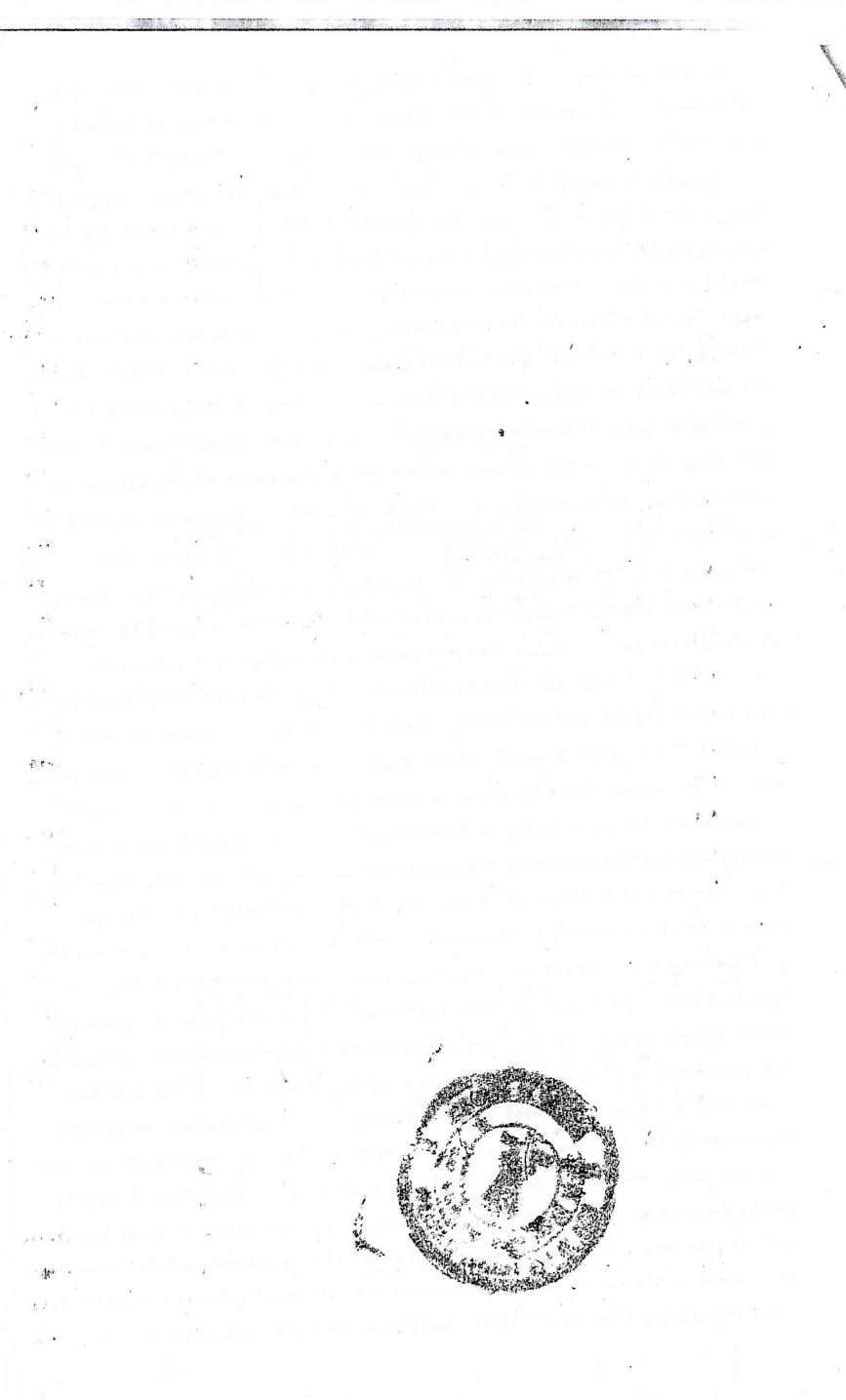
thereby covenanted with the Board that he would pay to the Board the balance sum within twelve years to be computed from 1st day of January, 1927 with interest thereon at the rate of seven per cent per annum payable yearly and that the owner might at his option during any year of the said twelve years release the premises thereby charged by payment to the Board of the said Balance sum together with the proportionate part of annual interest due for that year and any arrears thereof and the owner thereby charged as a first charge in favour of the Board all and Singular the land hereditarents, and premises referred to above And Whereas the owner after purchase as aforesaid and being seised and possessed of the said land hereditaments and premises mutated his names in the Calcutta Corporation and paid taxes in due course and also erected thereon partly one storied and partly three storied brick built building and resided there with his family And whereas the owner thereafter paid unto the Board the balance sum of the principal and interest due and owing by virtue of the said security deed upto the date of the said payment in full satisfaction of the claim of the Board under the said Indenture of Security Deed and Whereas upon such payment and at the desire of the owner the Board by an indenture of release dated 17th day of April, 1934 released discharged and reassured the said land hereditaments and premises together with partly one storical and partly three storied building erected thereon and charged by the said recited Indenture of Security deed in favour of the owner and registered in Book no.1 volume no.58, pages 141 to 146 being no.1975 for the year 1924 and whereas the owner being seised and possessed of the said land hereditaments and premises and the same died on the 22nd day of September, 1962 leaving behind besides the Vendor and Purchaser two other sons Sri Taraprosad Banerjee and Sri Asoke Banerjee and one daughter Sreemati Svati Bhattacharji wife of Sri Saktipada Bhattacharjee as his heirs and successors to the aforesaid land hereditaments his wife having predeceased him And Whereas the said parties to these presents and other sons and the only daughter became entitled to the said land hereditaments and premises in 1/5th share (undivided) each of them and the the parties to these presents and other sons seised and possessed of the property in ejmali And Whereas the vendow the eldest son of the deceased owner having built his own separate house at Delhi and is living there permanently and being in need of money offered to sell his 1/5th undivided share in the ejmali property referred to above and fully described in the schedule below for and at a price of &.15000/-(rupees fifteen thousand only) the price of the whole property being 18.75000/-(rupees seventy five thousand) only and Whereas the Purchaser the second son of

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the deceased owner agreed to purchase the undivided 1/5th share of the Vendor in the aforesaid joint property described fully in the schedule below at a price of Rs.15000/- (rupees fifteen thousand only) NOW THIS INDENTURE THEREFORE WITNESSETH that pursuant to the aforesaid agreement and in consideration of the sum of Rs. 15000/. (rupees fifteen thousand) only of lawful money of India to the Vendor well and truly paid by the Furchaser (the receipt whereof the vendor doth hereby as well as by the receipt hereunder written and acknowledge and of and from the same and every part thereci acquit release and for ever discharge the purchaser as well as the said property) the said Vendor doth by these presents grant transfer sell convey assign and assure unto the said purchaser his undivided 1/5th share in all that piece and parcel of ejmali land hereditaments and premises measuring three cottahs six chituak and thirty six square feet of revenue free land a little more or less with partly one storied and three storied brick built building erected thereon being plot no. 'P of surplus land in the Calcutta Improvement scheme no. XV(B) formed out of portion of premises no.107, 119 Dhakuria Poad and 113, Russa Road South being part of holding nos.106/77,75 and 71/72 respectively in sub-division R, Division 6, Dehi Panchannagram P.S. Tollygunge and more fully described in the schedule hereunder written OR HOWSOMVER OTHERWISE the said land hereditaments and premises now are or is or hereto fore were or was situated butted bounded called known numbered described or disting guished POGETHER WITH the erection fixture court courtyards areas drains ways passag water water-courses lights liberties easements privileges rights advantages and appurtenances whatsoever to the said land hereditaments and premises belonging or anywise appertaining to or with the same or any part thereof held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND all the estate right title interest use claim and demand whatsoever of the said vendor into and upon the said land hereditaments and premises or any part thereof TO HAVE AND TO HOLD the said land hereditaments and premises together with the rights and privileges appurtenant thereto as aforesaid into and to the use of the said purchaser absolutely and for ever according to the nature and tenure thereof AND the said vendor doth hereby covenant with the said purchaser that notwithstanding any act deed matter or thing whatsoever by the said vendor done or executed or knowingly suffered to the contrary the said vendor now hath in itself good right full power and absolute authority to grant, transfer and convey his undivided 1/5th share of the said land hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be unto and to the use of said Purchaser in manner aforewaid AND that the said purchaser shall and may at all times hereafter quietly possesses and enjoy the

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undivided 1/5th share of the said land hereditaments and premises and receive the rents inques and profits thereof without days lawful eviction interruption claim or demand whatsoever from or by the said vendor or any person or persons lawfully or equitably claiming from under or in trust for the vendor And that free and clear and freely and clearly and absolutely acquitted exonerated and released or other ise by and at the costs and expenses of the vendor well and sufficiently indemnified of from and against all manner of claims charges liens debts attachments lispendens and endumbrances whatsoever created made done occasioned or suffered by the vendor or by any person or persons claiming as aforesaid AND FURTHER that the said vendor and all person or persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the said vendor shall and will from time to time and at all times hereafter at the request and costs of the said purchaser do and execute or cause to be done and executed all such acts and things whatsoever for further and more perfectly assuring the said land hereditaments and premises and every parts thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND the said vendor doth hereby further covenant with the said purchaser that the said vendor shall and will unless prevented by fire or other inevitable accidents from time to time and at all times hereafter upon able requests ant costs of the said purchaser produce or cause to be produced unto the said purchaser or his attorneys or agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds that are in his possession for manifesting defending and proving the title of the purchaser to the said land hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be or any part thereof and shall in the meantime keep the said documents safe whole undefaced and uncancelled damage by lire or other accidents being excepted.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THOSE one fifty undivided share in the ejmali partly one storied and partly three storied brick built building and welling house together with undivided 1/5th share in the ejmali piece or parcel of revenue free land thereunto belonging or part whereof the same are erected containing an area of three cottahs six chittak and thirty six square feet be the same a little more or less and situate and being plot no.70 of surplus land in the Calcutta Improvement scheme no.XV (B) formed out of portion of premises no.107, 119, Dhakuria Road and 113, Russa Road South being part of holding no.108/77, 75, and 71/72 respectively and sub-division R Division &

Dehi Panchannugram police station Tollygunge and present Corporation premises no. 6, Parasar Road, Calcutta 29.

Sub-Registfation Office Alipore butted and bounded in the manner following that is to say:

On the North : Promises No. 28A and 28B, Sardar Sankar Poad

On the East : Parasar Road

On the South ? Premises no.6, Parasar Road

On the Vest : Partly by 26, Sardar Sankar Road, partly by 19, Janak Road.

In Witness whereof the Vendor hath hereunto sets and subscribe his hand on the day, month and year first above written.

Signed, sealed and delivered in the presence of :-

Sd/- Chandipfosad Banerji

- 1. Monmatha Nath Chakraborty 8, Parasar Road, 15.12.71 Calcutta-29.
- 2. Fadmini Mohan Dutta Gupta, 8, Farasar Road, 15.12.71 Cal-29

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(13 lk Pages)

Received of and from the withinnamed

Furchaser the sum of Bs.15000/- only

in full consideration as per memo below

Rs. 1500/-

Memo of consideration

By 150 pcs. of G.C.notes of Rs.100/-

denomination

.. Rs.15000/-

Pupees fifteen thousand only.

6d/- Chandi Prosad Banerji.

Witnesses.

- 1) Monmatha Nath Chakraborty 8, Parasar Road, 15.12.71 Calcutta-29
- 2) Padmini Mohan Dutta Gupta, 8, Parasar Road, 15.12.74 Cal-29

SEAL

Sd/- Illegible.

Joint Sub-Registrar of Alipore at Alipore
Dist. 24 Parganas.
15.12.71.

Book No. I

Volume No. 106

Pages 32 to 41

Being No. 4975 '

For the year 1971.

Back fage)

Dated the 15th Day of December, 1971.

DEED OF CONVEYANCE

BETTEEN

Sri Chandi Prosad Banerjee

AND

Sri Gouri Prosad Banerjee