

13/2/92 - 2174/1992 - 1991

10RS.



A.M

11191  
4511

No. 7174 Ser 1992

83 5-25  
83 5-50  
10.75

Total stamp 15800  
in five sheets.

23 + 4

4.50 A 1463.00  
E 7.00

Sub. M. C. Chawla Baly 1470.00

12.7.92

15 Jan

17th July 1992

Sanjay Modi

Sanjay Modi

M. C. Chawla Baly

12.7.92

1302 21-7-92

কর্তৃপক্ষের নাম: K. K. K. K.  
তারিখ: 21-7-92  
স্বাক্ষর: (Signature)  
পদবী: (Title)  
স্বাক্ষর: (Signature)  
পদবী: (Title)

চালান নং: 1302  
মোট টাকার ক্রয়ের তারিখ: 21-7-92  
মোট মূল্যের টাকার পরিমাণ: Rs 37000  
টেক্সটাইল অফিস, বাঁশবাড়ী  
টাকার উৎস: মিতা নং

Execution of contract by

- 1) Sanjay Modi  
3/0 Krishna Modi  
of 8 A. Alipore Road  
- Cal 27 as constituted  
attorney for Krishna  
Modi, Suresh Kumar  
Agarwal, Sila Modi, Umesh  
Kumar Agarwal (Monoj)  
Modi, Bipraj Kumar  
Agarwal, (Pravin) Modi,  
Kamal Kumar Agarwal  
Bipraj Kumar Modi,  
Sauri Kumar Agarwal  
and Praveen Agarwal  
Mukund Modi, as  
authorized by him

4-00  
10-75  
10-00  
15

24.90 Receipt  
Twenty four and paise  
ninety only  
Total application

1149/-  
45.11

- 2) S. K. Goenka  
S/o Late Angulal Goenka  
of 120 C. Bangur Avenue  
- Cal 25 as constituted  
attorney for Krishna  
Mishra Goenka, Sanjiv  
Bali, Sushila Devi Goenka  
Shanmukh Goenka, Vinod  
Goenka, Ashwini Goenka

(Signature)

deed 07174-17/7992

THIS INDENTURE MADE on this the 17<sup>th</sup> day of July  
One thousand Nine Hundred and Ninety-two BETWEEN  
(1) GITA DEVI GOENKA, wife of Sri N. A. Goenka, (2) SRI  
NAGARMAL ANGANLAL GOENKA, son of late Anganlal Goenka, (3)  
ARUN GOENKA, son of N.A. Goenka, (4) ANUP GOENKA, son of  
N.A. Goenka, (5) SANJIV GOENKA, son of N.A. Goenka, (6) AMISH  
GOENKA, son of N. A. Goenka, (7) KUSUM GOENKA, wife of  
Arun Goenka, (8) S. K. GOENKA, son of late Anganlal Goenka,  
(9) RAJ KUMARI GOENKA, wife of S. K. Goenka, (10) SANGITA MODI.

Contd...P/2.



Pramod Goenka, Binu Goenka  
is admitted by him.

3) S.K. Goenka

S/O Late Angulal Goenka  
of 120E, Bangor Avenue Cal SS as  
constituted attorney for Raj Kunal Goenka  
Sangela Modi, Rajiv Goenka, Ritesh  
Gupta is admitted by him.

4) Arun Goenka

S/O N.A. Goenka  
of 120E Bangor Avenue Cal SS.  
as constituted attorney for Nagendra  
Angulal Goenka, Sanjiv Goenka  
Gita Devi Goenka, Anish Goenka, Anup  
Goenka, Karam Goenka is admitted by him.

T.S. dispensed with  
Sd. M.E. Channarayana

17/7/22

1) Sd. Sanjay Modi

2) Sd. S.K. Goenka

3) Sd. S.K. Goenka

4) Sd. Arun Goenka

Abu Bakar

S/O Ajmal Haque

Jatragochi  
Rajivhat

Badrnagar

Sd. Abu Bakar

Sd. M.E. Channarayana

17.7.22

- : (2) : -

wife of Sanjoy Modi, (11) RITA GOENKA, daughter of S. K. Goenka, (12) RAJIV GOENKA, son of S. K. Goenka, (13) KRISHNA MUNARI GOENKA, son of Late Anganlal Goenka, (14) SUSHILA DEVI GOENKA, wife of K. M. Goenka, (15) VINOD GOENKA, son of K.M. Goenka, (16) PRAMOD GOENKA, son of K. M. Goenka, (17) SUNITA BALI, wife of Shri Shyam Bali, (18) SHANLEETA GOENKA, daughter of K.M. Goenka, (19) AISILA GOENKA, wife of Vinod Goenka, (20) BINA GOENKA, wife of Pramod Goenka, all are of 120C, Bangur Avenue, Calcutta - 700 065, (21) SHREE KRISHNA

Contd.....P/3.



- : (3) : -

MODI, son of late Shiv Shay Modi, (22) SILA MODI, wife of Shree Krishna Modi, (23) MANOJ MODI, son of Shree Krishna Modi, (24) PRAVINA MODI, wife of Manoj Modi, (25) SANJAY MODI, son of Shree Krishna Modi, (26) BIJOY KR? MODI, son of Shankar Pd. Modi, all of 8A, Alipore Road, Calcutta-700 027, (27) VED PRAKASH AGARWAL, son of Jagadish Pd. Agarwal, (28) SURESH KR. AGARWAL, (29) UMESH KR. AGARWAL, (30) BIJOY KUMAR AGARWAL, (31) KAMAL KR. AGARWAL, (32) SUNIL KR. AGARWAL, all sons of Jagadish Pd. Agarwal, (33) MUKUND MODI, son of late Biswanath Modi, all of 115/7, Canal Street, Sribhumi, Calcutta-700 048, hereinafter referred to as the "VENDORS" ( which

Contd...P/4.

- : (4) : -

expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns ) of the ONE PART;

- A N D -

(1) SURIAN GOENKA, wife of Krishna Kr. Goenka, occupation House wife, (2) SUDHA GOENKA, wife of Gourishankar Goenka, by occupation House-wife, (3) LATEL NITISH GOENKA, son of Vijoy Kr. Goenka, by occupation Business, all by faith Hindu, all residing at 50, Cotton Street, Calcutta - 700 007, hereinafter

Contd....P/S.

- : (5) : -

referred to as the "PURCHASERS" ( which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns ) of the OTHER PART ;

WHEREAS Motiar Mahaman Mondal, Abu Hussain Mondal, Abul Hussain Mondal, Altab Hussain Mondal, Benu Hussain Mondal, all son of late Elahi Box Mondal, all residing at Mondalganti, P.S. Kajarhat, District 24-Parganas (North) absolute recorded joint owner of land 25 cottahs 6 chittacks 40 square feet be the same little more or less of R.S. Dag No. 568, R.S. Khattian No. 226, I.L. No. 5, Mouza - Kaikhali, P.S. Kajarhat, now Dum Dum Airport, District 24-Parganas (North) Sub-Registry Office A.D.S.R. Bidhan Nagar, Salt Lake City.

Contd...P/6.





AND WHEREAS Motiar Nabaman Mondal made a deed of conveyance in favour of vendors and Ganesha Podder, Rajesh Podder, Ashoke Goenka and Vijay Goenak of his 1/5 share of aforesaid plot dated 25.1.1989 by a deed of conveyance, registered at A.D.S.R. Bidhan Nagar, Salt Lake Sub-Registry Office copied in Book No. I, Deed No. 537 for the year 1989.

AND WHEREAS Abu Hussain Mondal made a deed of conveyance in favour of 37 heads with vendors on 25.1.1989 registered at A.D.S.R. Bidhan Nagar salt lake city Sub-Registry Office copied in Book No. I, Deed No. 539 for the year 1989.

AND WHEREAS Benu Hussain sold his portion presents vendors with 37 heads on 25.1.1989 copied in Book No. I, Deed No. 533 for the year 1989.

AND WHEREAS Abul Hussain Mondal made a deed of sale in favour of present vendors with 37 heads on 25.1.1989 copied in Book No. I, Deed No. 532 for the year 1989.

AND WHEREAS Altab Hussain Mondal made a deed of sale in favour of vendors with 37 heads on 25.1.1989 registered at A.D.S.R. Bidhan Nagar Salt Lake city, copied in Book No. I, Deed No. 538 for the year 1989.

AND WHEREAS vendors and other 4 heads became absolute joint owner of land 25 cottahs 6 chittacks 40 sq.ft. by virtue of purchase of R.S. Dag No. 568, H.S. 226, <sup>R.S.</sup> Khastan No. 226,

Contd...P/7.

Mouza- Kaikhali, P.S. Hajarhat, now Dum Dum Airport, Dist.  
24-Parganas (North) Sub-Registry Office A.D.S.R. Bichan Nagar  
Salt Lake City.

And Whereas vendors subsequent thereto the vendors herein framed a scheme under which the vendors have developed their undivided shared portion of the said land converted the said undivided portion of land into several smaller plots (more fully and particularly written or described in the schedule hereunder) and have duly numbered each of the plots and offered sale of the said converted plots to the prospective purchaser.

AND WHEREAS being desirous of purchasing Plot No. 29, measuring about 5 cottans 5 chittacks 11 square feet ( more fully and particularly described in the schedule hereunder written ) the purchaser had approached the vendors and the vendors have agreed and decided to sell to the purchaser, the said plot No. 29, including use of passage and the road appertaining thereto at or for a total consideration of Rs. 1,33,186/- ( Rupees One Lakh thrity-three thousand One hundred eighty six) only the ownership and rights of the road and common passage will remain with the vendors).

AND WHEREAS the vendors and the Purchaser hereby agree-  
nant that the purchaser along with the purchase of other plots shall be at all times become responsible for the maintenance of the roads and common passage and also the drain passing through by the said road and common passage.

Contd. ...

NOW THIS INDENTURE WITNESSETH that in consideration of the above sum of Rs. 1,33,186/- (Rupees One Lakh thirty three thousand one hundred eighty six ) only of lawful money of India in hand well and truly paid to the vendors by the purchaser at or before execution of these presents ( receipts whereof the vendors do hereby admit and acknowledge ) the vendors do hereby grant, transfer sell and release and confirm unto and to the use of the said purchaser ALL THAT the said piece and parcel of land fully described in the schedule hereunder written.

AND WHEREAS the vendors do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the purchaser his heirs, executors, administrators, representatives and assigns and every one of them and also the said property to the vendors as beneficial owner to be by these presents indefeasible grant, sell convey and transfer assign and assure unto the purchaser his heirs, executors, administrators, representatives and assigns AND WHEREAS the said Plot No. 29, fully mentioned and described in the schedule hereto or ~~HEREIN~~ OTHERWISE the said property now or heretofore was or was situate, butted bounded called known, numbered described and distinguished.

AND WHEREAS all the estate, right, title inheritances, use trust, property claim and demand whatsoever both at law and in equity of the vendors into and upon the said property or every part thereof and all deeds, pattahs muniments, writings, and evidence of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession or representatives or any persons from whom he or they can or may procure the same

Contd...P/8.

without action or suit at law or inequity TO HAVE AND TO HOLD the said property and every part thereof hereby granted, sold conveyed and transferred to expressed and intended so to be with their rights members and appurtenances unto and to the use of the purchaser his heirs, executors, administrators, representatives and assigns forever and the vendors do hereby for himself his heirs, executors, administrators and representatives and covenant with the purchaser his heirs, executors, administrators, representatives and assigns that notwithstanding any act, deed or thing whatsoever by the vendors or by any of their predecessors and ancestors in title, done or executed or knowingly suffered in the contrary they the vendors had at all material times heretofore and now has good right, full power absolute authority and indefeasible title to grant, convey, sell transfer assigns and assure and the said property hereby granted, sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser his heirs, executors, administrators representatives and assigns in the manner aforesaid AND WHEREAS the purchaser their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof 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 from or under of their ancestors or predecessors in title AND WHEREAS free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and of the costs and expenses of the vendors well and sufficiently indemnified of from and against all and all manner of claim, charges, liens, debts, attachments, and encumbrances whatsoever

made or suffered by the vendors or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid And whereas the vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the vendors or from or under any of their predecessors or ancestors in title shall and will from time to time and all times hereafter at the request and cost of the purchaser her heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every party ther of unto and to the use of the purchaser his heirs, executors, administrators, representatives and assigns according to the true intent and meaning of this deed as shall or may be reasonable required And further more that the vendors and all their heirs, executors, and indemnified shall at all times hereafter indemnify and keep indemnified the purchaser her heirs, and executors, administrators and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any of any defect in the title of or the vendors or any breach of the covenants hereunder contained. We affirm and declared that sold land used purpose of agriculture.

:: SCHEDULE OF THE ABOVE PROPERTY ::

ALL THAT piece or parcel shall land measuring an area 5 (five) cottahs 5 (five) Chittacks 11 Square feet be the same

Contd...P/11.



little more or less together with all easement right, right of common passage, right of electric right of water connection and right of telephone of A.S. Reg No. 568, Khatia No. 226, Mouza Malkhali, J.S. No. 6, A.S. - 115, Touzi No. 172, P.S. Dum Dum Airport, District 24-Parganas (North) Sub-Registry Office A.D.S.N. Bidhan Nagar, Salt Lake City. Sold area demarcated red border line with attach plan mark by plot No. 29, Plan shall be part as same as original.

WHICH IS BUTTED AND BOUNDED :

ON THE NORTH BY : plot no- 28

ON THE SOUTH BY :

ON THE EAST BY : 16' wide common passage

ON THE WEST BY :

Contd...P/12.



IN WITNESS WHEREOF the vendors have her unto set and subscribed their hands and seal by the day, month and year first above written hereunder.

SIGNED SEALED AND DELIVERED

In the presence of : -

WITNESSES:

1. Sd. Abu Bakar  
sd. Jalsogochi

2. Sd. Sanjiv Goenka  
120/E, Bangar Avenue  
Calss-

Krishna Murari Goenka, Sunita Ball  
Sushila Devi Goenka, Shanceta Jain  
Vinod Goenka, Ashila Goenka  
Pramod Goenka, Bina Goenka

BY SURENDRA KUMAR GOENKA  
HIS CONSTITUTED ATTORNEY  
Sd. S.K. Goenka

Baj Kumari Goenka, Sangeeta Modi  
Rajiv Goenka Rita Gupta

BY SURENDRA KUMAR GOENKA  
HIS CONSTITUTED ATTORNEY  
Sd. S.K. Goenka

Nagarmal Angadlal Goenka, Sanjiv Goenka  
Gita Devi Goenka, Amish Goenka  
Anup Goenka, Kusum Goenka

BY ARUN GOENKA  
HIS CONSTITUTED ATTORNEY  
Sd. Arun Goenka

Sri Krishna Modi, Suresh Kumar Agarwal  
Sita Modi Umesh, Kumar Agarwal  
Manoj Modi, Bijay Kumar Agarwal  
Pravina Modi, Kamal Kumar Agarwal  
Bijay, Kumar Modi, Sunil Kumar Agarwal  
Ved Prakash Agarwal, Mukund Modi

BY SANJAY MODI  
HIS CONSTITUTED ATTORNEY  
Sd. Sanjay Modi

SIGNATURE OF THE VENDORS.

**MEMO OF CONSIDERATION**

received from within named purchasers an amount of Rs. 1,39,186/-  
(Rupees one Lakh thirty-three thousand one hundred eighty six)  
only by \_\_\_\_\_ as full consideration money herein befoer on  
thus the \_\_\_\_\_ day of \_\_\_\_\_ 1992.

Payment : Cheque No. 671076 State Bank Of Hydrabad Rs. 28,252=00  
date : 1.6.92.  
Cheque No. 671077 " " " Rs. 52,467=00  
date : 1.6.92.  
Cheque No. 671076 " " " ~~Rs. 52,467=00~~  
date : 1.6.92 ~~Rs. 1,33,186=00~~

**WITNESSES :**

1. *Sh. Abu Bakkar*

Krishna Murari Goenka, Sunita Ball  
Sushila Devi Goenka, Shanceta Jain  
Vinod Goenka, Ashila Goenka  
Pramod Goenka, Bina Goenka

**BY SURENDRA KUMAR GOENKA  
HIS CONSTITUTED ATTORNEY**

*Sh. S. K. Goenka*

2. *Sh. S. Goenka*  
*Sh. Sanjiv Goenka*

Raj Kumari Goenka, Sangeeta Modi  
Rajiv Goenka Rita Gupta

**BY SURENDRA KUMAR GOENKA  
HIS CONSTITUTED ATTORNEY**

*Sh. S. K. Goenka*

Nagarmal Angadlal Goenka, Sanjiv Goenka  
Gita Devi Goenka, Amish Goenka  
Anup Goenka, Kusum Goenka

**BY ARUN GOENKA  
HIS CONSTITUTED ATTORNEY**

*Sh. Arun Goenka*

**Drafted By :**

*Sh. Sk. Alauddin Ahmed*

(Sk. Alauddin Ahmed),  
Dharsa, 24-Pgs. (N).,  
License No. XVI-10.

**Typed By :**

*Sh. K. S. Mondal*  
(K.S. MONDAL),  
Salt Lake city,  
Calcutta - 91.

Sri Krishna Modi, Suresh Kumar Agarwal  
Sila Modi Umesh, Kumar Agarwal  
Manoj Modi, Bijay Kumar Agarwal  
Pravina Modi, Kamal Kumar Agarwal  
Bhav, Kumar Modi, Sunil Kumar Agarwal  
Ved Prakash Agarwal, Mukund Modi

**BY SANJAY MODI  
HIS CONSTITUTED ATTORNEY**

*Sh. Sanjay Modi*



Serial no - 4113 sold to Nilish Goenka  
of 50 Cottam St. Calcutta - ~~Connecticut~~  
Reading dt - 20.5.1952 st. ~~31.8.52~~ Treasurer  
10 15000, 10 7500, 10 500 // 158000 serial

no - 4113 sold to Nilish Goenka, of 50  
Cottam St. Calcutta - ~~Connecticut~~  
dt - 20.5.1952 st. ~~31.8.52~~ Treasurer  
10 15000, 10 7500, 10 500 // 158000, Serial

no - 4113 sold to Nilish Goenka of 50,  
Cottam St. Calcutta - ~~Connecticut~~  
Reading dt 20.5.1952 st. ~~31.8.52~~ Treasurer  
10 15000, 10 7500, 10 500 // 158000 serial

no - 4113 sold to Nilish Goenka of 50,  
Cottam St. Calcutta - ~~Connecticut~~  
Reading dt 20.5.1952 st. ~~31.8.52~~ Treasurer  
10 15000, 10 7500, 10 500 // 158000 - serial

no - 4113 sold to Nilish Goenka of 50  
Cottam St. Calcutta - ~~Connecticut~~  
Reading dt 20.5.1952 st. ~~31.8.52~~ Treasurer  
10 15000, 10 7500, 10 500 // 158000

Copyed at Road Coy

Aparna Mitra  
21.7.52

Compared by  
Hemendra Mitra

21.7.52

True copy  
21.7.52

21.7.52