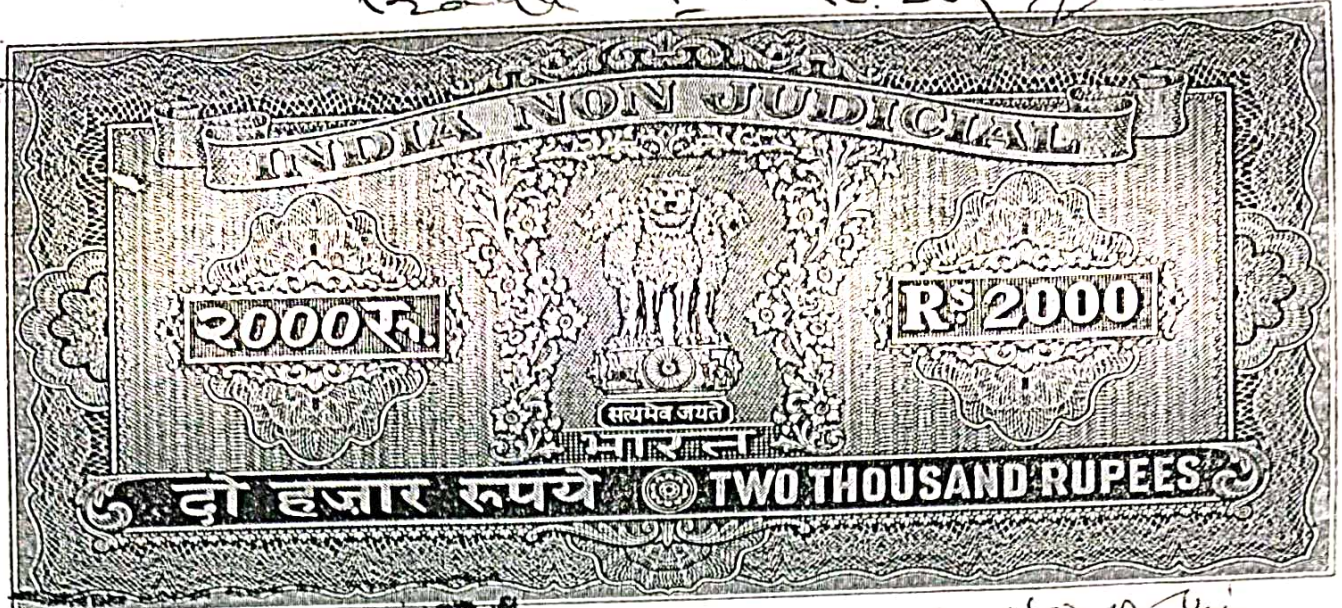


2000Rs.



Under the...
Date...
No...
23

64+80

Notice of...
intention



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Registrar of Assurances

12-7-85

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THIS INDENTURE made on this the 12th day of July, One Thousand Nine Hundred Eighty Five BETWEEN 1) SMT. LABANYA PROVA CHATTERJEE widow of Late Suresh Chandra Chatterjee 2) SRI ANIL CHANDRA CHATTERJEE 3) SRI SUNIL CHANDRA CHATTERJEE both sons of Late Suresh Chandra Chatterjee all by religion Hindu by occupation Land holders all residing at No. 229A, Lake Town, Block 'A', Calcutta- 700 089 hereinafter jointly called the VENDORS (which expression shall unless excluded by repugnant to or inconsistent with the subject or context be deemed to mean and include themselves, their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND 1) SRI TARUN CHAKRABARTY 2) SRI BARUN CHAKRABARTY both sons of

Contd..... P/2.

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Serial No. 5719
 Filed to: Pradip Kumar Chatterjee
 Date: 7/1/89
 By: Pradip Kumar Chatterjee



Collector's Office,
 Treasury,
 12/1/89

Pradip Kumar Chatterjee

Presented for registration...
 on 12/1/89
 by: Pradip Kumar Chatterjee

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 Registrar of Assurances

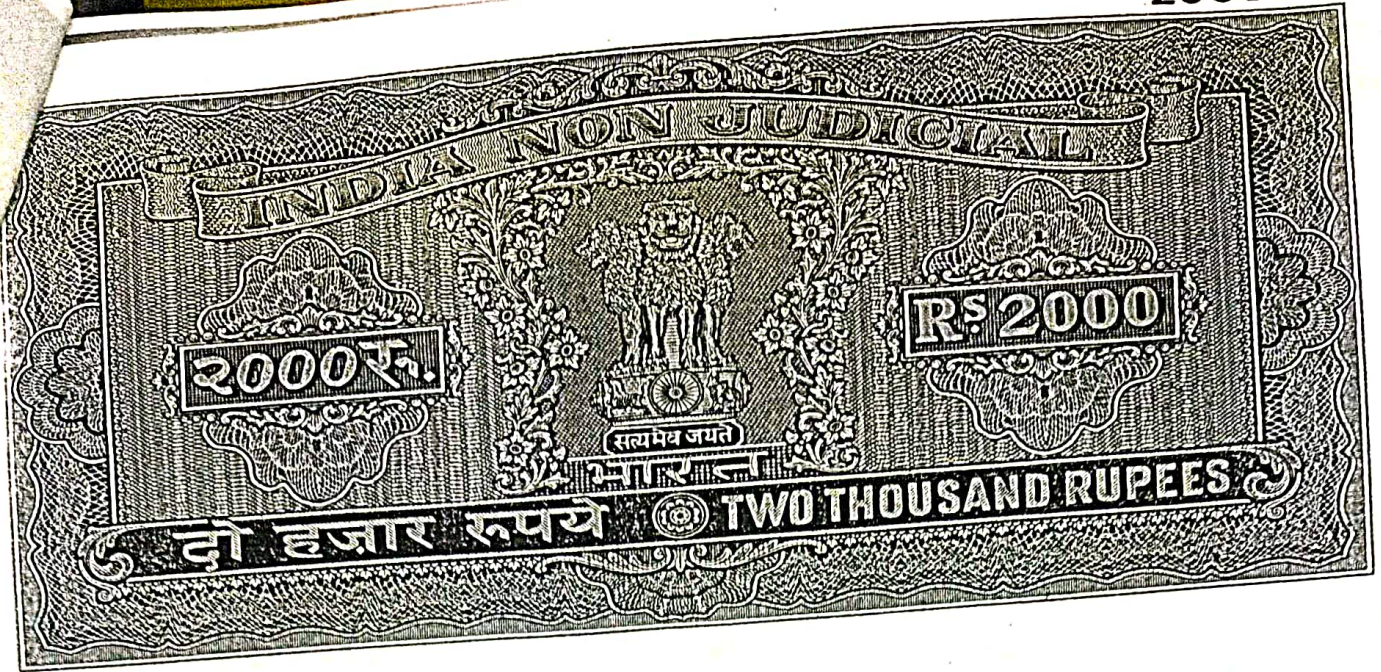
- ① Labanya Prava Chatterjee Adv
 Smt. Suresh Chandra Chatterjee
- ② Anil Chandra Chatterjee
- ③ Smt. Suresh Chandra Chatterjee
 Smt. Suresh Chandra Chatterjee
 J 229A, Kelli, Ponn
 Bell St, Cal 89
 Hindu Landholders
 Pradip Kumar Chatterjee Adv
 High Court, Cal

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 Pradip Kumar Chatterjee

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 Anil Chandra Chatterjee

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 Smt. Suresh Chatterjee
 Pradip Kumar Chatterjee Adv
 High Court, Cal.

Registrar of Assurances
 12/1/89

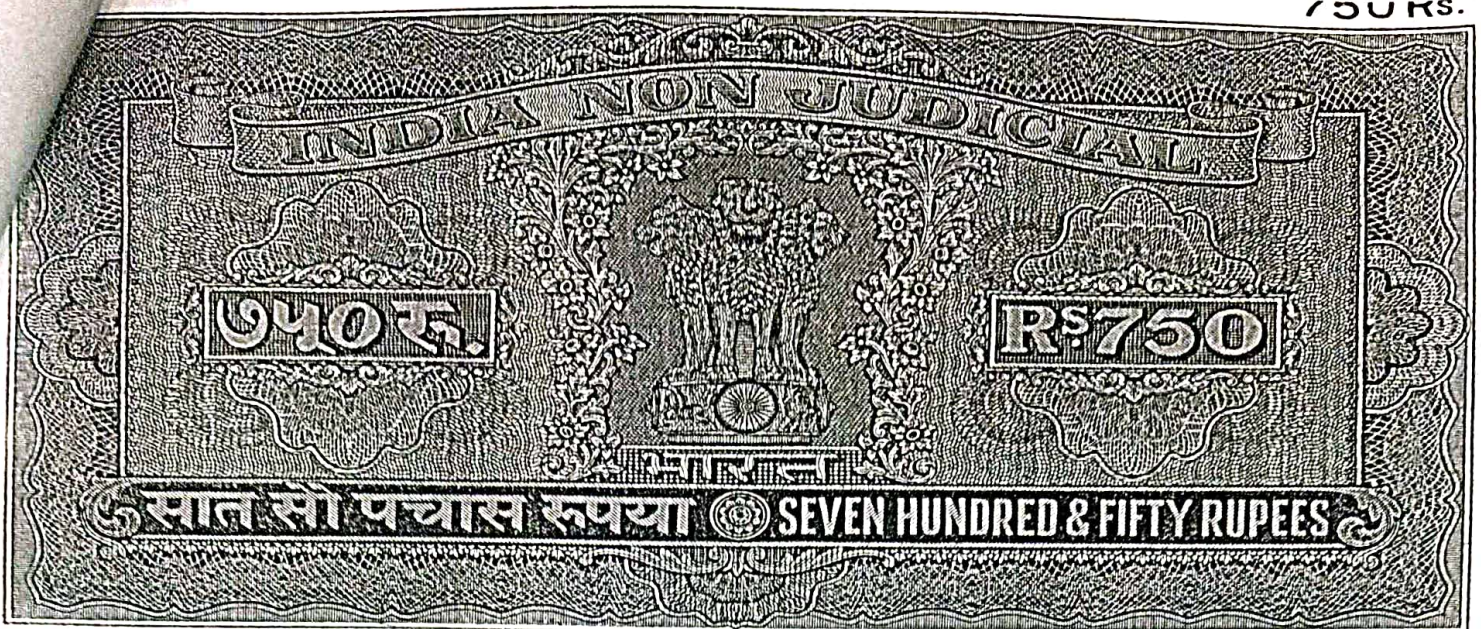


- 2 -

Sri Mihir Kumar Chakrabarty both by religion Hindu both by occupation Traders both residing at No. 7, Sambhu Chatterjee Street, Calcutta- 700 007 hereinafter jointly called the PURCHASERS (which expression shall unless excluded by repugnant to or inconsistent with the subject or context be deemed to mean and include themselves, their respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART :

WHEREAS by an Indenture dated 27th July, 1894 one Ram Chandra Goenka purchased Garden land lying in premises No. 25, Palkpara Road, Calcutta with two tanks and the buildings standing on a portion on the said land at a sale held by the Registrar of High Court judicature at Fort William in Bengal on 17th June, 1893 in connections with an order and decree passed and issued by the High Court wherein Raja Badrinath Roy was the Plaintiff and Nursing Chandra Roy was the Defendant in the said Suit.

Contd..... P/3.



- 3 -

AND WHEREAS the said Ram Chandra Goenka, a Hindu Governored by the Mitakshara School of Hindu Law died intestate on 1st May, 1908 leaving him surviving his three sons namely Sri Hariram Goenka, Sri Ghanashyamas Goenka, Sri Badridas Goenka and their respective sons and grandsons all being the co-perceners of the said Hindu undivided joint family and were thus siezed and possessed of the said Property being premises No. 25, Paikpara Road, Calcutta

AND WHEREAS subsequently the Municipal holding number of the said land and premises being changed it was re-numbered as Premises No. 30, Paikpara Road, Calcutta and thereafter upon assessment by the Calcutta Corporation of the said land and premises and holding number of the property having been again changed by the Corporation of Calcutta it was numbered as Premises No. 37, Paikpara Raja Monindra Road, Calcutta

AND WHEREAS the said Sir Hariram Goenka died intestate on 27th February, 1933 as a Hindu leaving him surviving his grandson Jug Mohan Prosad Goenka being the son of his predeceased

Contd..... P/4.



- 4 -

son Murlidhar Goenka and his great grandson Bhagabati Prosad Goenka son of his grandson said Jugmohan Prosad Goenka as only legal heirs of the deceased and also as the co-perceners to the joint family of the deceased

AND WHEREAS upon partition of all the properties belonging to the joint family of the Original owner Ram Chandra Goenka the property known as Goenka Garden comprised in premises No. 37, Palkpara Raja Manindra Road, Calcutta was kept in joint interest of all the co-perceners of the joint family without effecting any partition thereof being the property consisting of garden, tank, open land, building etc. existing in the said property at that time

AND WHEREAS by an Indenture of partition dated 30th December, 1966 registered in Book No. I, Volume No. 30, Pages 80 to 115, Being No. 139 for the year 1967 of the Office of the Registrar of Assurances, Calcutta as made between Iswari Prosad Goenka of the First Part, Debi Prosad Goenka of the Second Part, Jugmohan Prosad Goenka of the Third Part and Kashab Prosad Goenka of the Fourth Part the partition of the

Contd..... P/5.



said joint Property Goenka Garden was effected by division with its garden tank and open land and the building in severalty amongst the parties in interest as coparceners thereof

AND WHEREAS by the said partition amongst the Co-sharers under coparcenary right division and partition of the joint family property having been made a portion of the said Goenka Garden was absolutely allotted to the share of the said Jugmohan Prosad Goenka who was at that time Karta of the Hindu joint family in severalty

AND WHEREAS after partition and allotment of properties in Goenka Garden a scheme was undertaken for provision of roads and Paths upon Proper sanction by Calcutta Corporation within the said property for which a plan of development was drawn up and Municipal sanction or Plan was obtained from the Corporation of Calcutta and upon partition as aforesaid the portion of the Goenka Garden allotted to share of Jugmohan Prosad Goenka was divided into two Parts for which two different premises number was given by the Corporation as of

Contd..... P/6.

37A, Paikpara Raja Monindra Road, Calcutta and other part was numbered as 37E, Paikpara Raja Monindra Road, Calcutta

AND WHEREAS thereafter by an Indenture of Partition dated 16th October, 1971 upon disruption of the joint family of which Jugmohan Prosad Goenka was the Karta of the family Governed by principle of Mitakshara Law of coparcenary the division and partition took place

AND WHEREAS upon such disruption of the joint family a partition was held amongst the coparceners as co-sharers in the joint family property which was effected by the said Deed of Partition registered in Book No. I, Volume No. 155, Pages 215 to 222, Being No. 4028 for the year 1971 of the Office of the Registrar of Assurances, Calcutta by which partition and division of the joint family property was done by dividing shares and according to that partition a portion of premises No. 37A, Paikpara Raja Monindra Road, Calcutta separately demarcated was absolutely allotted to the share of Jugmohan Prosad Goenka

AND WHEREAS after allotment of partition the area in the share of Jugmohan Prosad Goenka was divided into some separate plots providing therein 30 feet wide roads with 20 feet wide passage inside the premises approaching from main road for providing passage facility to each plot of which Jugmohan Prosad Goenka was the absolute owner of different plots of land in premises No. 37A, Paikpara Raja Monindra Road, Calcutta

AND WHEREAS by an Indenture dated 14th March, 1974 registered in Book No. I, Volume No. 64, Pages 143 to 153, Being No. 144 for the year 1974 of the Office of the Registrar of Assurances, Calcutta Suresh Chandra Chatterjee being the husband and the father respectively of the Vendors hereto purchased a plot of land for the consideration therein mentioned being the plot No. 36

Contd..... P/7.

in premises No. 37A, Raja Monindra Road, Calcutta from the said Jugmohan Prosad Goenka of an area measuring about 2 (two) Cottahs 6 (six) Chittacks 14 (forteen) Square Feet out of the said premises No. 37A, Paikpara Raja Monindra Road, Calcutta and after purchase of the said plot the said Suresh Chandra Chatterjee as absolute owner of the property got his name mutated in the assessment records of the Calcutta Corporation and was seized and possessed of the same as absolute owner thereof and this portion was numbered 37S Paikpara Raja Monindra Road, Calcutta

AND WHEREAS the said Suresh Chandra Chatterjee died intestate on 10th November, 1984 as a Hindu leaving him surviving the Vendors hereto being his widow and two sons respectively as only successors of the deceased and all the Vendors jointly become entitled to amongst other the said plot of land measuring 2 Cottahs 6 Chittacks 14 Square Feet known as plot No. 36 in premises No. 37S, Paikpara Raja Monindra Road, Calcutta and accordingly the Vendors are in absolute possession and enjoyment of the said property as absolute owners thereof and are seized and possessed of or otherwise well and sufficiently entitled to an estate of inheritance in fee simple in possession or an Estate equivalent thereto of the said landed property in premises No. 37S, Paikpara Raja Monindra Road, Calcutta

AND WHEREAS by and under an Agreement for Sale dated 23rd April, 1985 the Vendors agreed to sell and the Purchasers agreed to purchase the said landed property measuring about 2 Cottahs 6 Chittacks 14 Square Feet be the same little more or less free from all encumbrances claims and demands at and for the price of Rs. 45,000/- (Rupees forty five thousand) only being the full consideration money

AND WHEREAS on the execution of the said Agreement for Sale the Purchasers on 23rd April 1985 paid to the Vendors a

Contd..... P/8.

cash sum of Rs. 10,001/- (Rupees ten thousand one) by way of earnest and/or in part payment of the consideration money

AND WHEREAS the said Agreement for Sale interalia provides that Vendors agree to sell and the Purchasers agree to purchase free from all encumbrances the said plot No. 36 in Premises No. 37S, Paikpara Raja Monindra Road, Calcutta the open land containing by measurement of an area of 2 Cottahs 6 Chittacks 14 Sq.F. be the same little more or less at and for the price of Rs. 45,000, (Rupees forty five thousand) only being in full the consideration out of which the sum of Rs. 10,001/- (Rupees ten thousand one) only has already paid by the Purchasers to the Vendors in the manner aforesaid NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement between the Vendors and the Purchasers and in consideration of the said sum of Rs. 10,001/- (Rupees ten thousand one) and the balance sum of Rs. 34,999/- (Rupees thirty four thousand nine hundred ninety nine) only the lawful money of the Union of India well and truly paid by the Purchasers to the Vendors (the receipt whereof the Vendors doth hereby acquit as well as by the receipt hereunder written admits and acknowledged and of and from the payment of the same and in every part thereof the Vendors doth hereby release and for ever discharge the Purchasers) the said Vendors do hereby grant, convey, transfer and assign unto the Purchasers absolutely and free from all encumbrances ALL THAT the land, tenements and premises containing by measurement of an area of 2 Cottahs 6 Chittacks 14 Square Feet be the same little more or less being the land situate and lying at plot No. 36 in premises No. 37S, Paikpara Raja Monindra Road, Calcutta more fully and particularly described in the schedule hereunder written and delineated in the sketch map annexed hereto with bordered red with the right of use of Passage described and distinguished with all and singular the ways paths, passage and appurtenances whatsoever

Contd..... P/9.

in the said land and Premises belonging to or anywise appurta-
ining thereto or known any as part and parcel or member thereof
and reversion and reversions remainder or remainders yearly
monthly or otherwise and issues and profits thereof if any
together with all easements and other rights including the right
to take out electric, drainage, filter and unfilter water
connection or to take out any Verandah or other Projection
through over or underneath the Municipal road or roads and
passages lying in the premises hereby conveyed AND ALL the
Estate, right, title, claim, interest and demand whatsoever of
the said Vendors of into upon and out of the said messuage,
tenements, land, hereditaments and Premises TO HAVE AND TO HOLD
the same unto and to the use of the said Purchasers for ever
AND the Vendors doth hereby covenant and agrees to and with the
Purchasers THAT NOTWITHSTANDING any act, deed, matter or thing
by the said Vendors made done committed or knowingly permitted
or suffered to the contrary the said Vendors now hath in themse-
lves good right and lawful and absolute authority by these Present
to grant convey transfer and assure the said messuage, tenements,
land, hereditaments and premises unto and to the use of the said
Purchasers in the manner aforesaid AND that the said Purchasers
shall and may at all times hereafter peaceably hold and enjoy
the said messuage, tenements, land, hereditaments and premises
receive the rent issues and Profits without any interruption
claim or demand whatsoever from or by the said Vendors or any
other person or persons lawfully and equitably claiming through
or in trust for them the said Vendors and that free and clear or
freely and clearly and absolutely acquitted exonerated and
discharged from or by the Vendors and well and effectually saved
defended kept harmless and indemnified of from and against all
and manners or former or other Estate, right, title, liens and
charges and encumbrances whatsoever created made done occasioned

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or suffered by the said Vendors or any person or persons having or claiming and estate right title interest trust property claim or demand whatsoever of into upon or out of the said message tenements hereditaments land and premises from through under or in trust for him and the Vendors shall and from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said Purchasers make to execute and perfect or cause to be made done executed and perfected all such further and other assurances acts, deeds and things whatsoever for further and more perfectly conveying assuring and confirming the said message tenements or structures, land, hereditaments and premises unto and to the use of said Purchasers for ever in the manner aforesaid as by the said Purchasers may be reasonably required AND IT IS HEREBY FURTHER COVENANTED AND AGREED that the Vendors shall at the instance of the Purchasers their respective heirs, executors, administrators, representatives and assigns produce or cause to be produce in any Court of Law or at such other places as may be required and also produce or cause to be produce for inspection and other matter and/or copy of all the said title deed and muniments of title relating to the Plot No. 36 in Premises No. 373, Paikpara Raja Monindra Road, Calcutta hereby conveyed and transferred and simultaneously on execution of these presents the Vendors make over vacant possession of the said land to the Purchasers.

Contd..... P/11.

IN WITNESS WHEREOF the said Vendors hereto have hereunto set and subscribed their respective hand on this the day month and year first above written.

SIGNED AND DELIVERED BY THE VENDORS IN PRESENCE OF :

नारायण नारायण

Anil Chandra Chatterjee

1. Lakshmi Narayan
Muddegal, Andhra
High Court, Calcutta

Sunil chandra Chatterjee

2. Nirmal Kumar Banerjee
15c. Clive Row,
Calcutta - 1

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel or land containing by measurement of an area of 2 (two) Cottahs 6 (six) Chittacks 14 (fourteen) Square Feet be the same a little more or less situate and lying at plot No. 36 in premises No. 37S, Paikpara Raja Monindra Road, P. S. Chitpur, Registry Office Sub Registrar of Sealdah being a portion of the premises No. 37A, Paikpara Raja Monindra Road, Calcutta as delineated in the sketch map annexed hereto and marked and distinguished with red border by specifying the area of the plot of land within the area of the property known as Goenka Garden and a portion thereof with all rights or Easement and other rights appertaining thereto in the said

contd..... P/12.

Property with the right of use of roads paths passages attached and leading to the said plot of land within the Municipal limit of the Calcutta Municipal Corporation and butted and bounded in the manner following :

On the North : By plot No. 48 in the same premises.

On the ^{EHST} South : By 30 feet wide passage being Municipal No. 37 M, Paikpara Raja Monindra Road, Calcutta.

On the ^{SOUTH} East : By plot No. 37 in the same premises.

On the West : By Premises No. 67A, Barrackpore Trunk Road, Calcutta- 700 002.

Received from the within mentioned Purchasers the within mentioned sum of Rs. 45,000/- (Rupees forty five thousand) only as per particulars memo below:

MEMO OF CONSIDERATION

Contd..... P/13.

MEMO OF CONSIDERATION

By way of Earnest or in part Payment
of the consideration money Rs. 10,000/-

Paid by D. Draft No. 018208446. 15000/- Rs. 34,999/-

Paid by D. Draft No. 581206346. 15000/-

Paid by D. Draft No. 581206446. 4999/-

on Union Bank of India

Rs. 45,000/-

Handwritten notes:
772-15
Adv. Chandra
K. Chatterjee

(Rupees forty five thousand) only.

Witness :-

Lakshmi Narayan
Mukherjee
Advocate

Handwritten signature:
Anil Chandra Chatterjee

Nirmal Kumar Dasgupta
15C, Clive Row,
Calcutta-1.

Handwritten signature:
Sunil Chandra Chatterjee

Pradip Kumar Saha, Adv.
15C, Clive Row, Cal - 1

Deed drawn by me
L. N. Mukherjee
Advocate

I have read over explained
and interpreted the contents
of this document to all the
executants.

Lakshmi Narayan Mukherjee
Advocate

Refd.

BOOK NO. *212*
VOLUME *348-366*
Page *10217*
Date *1985*

5/1/85

DATE 19/11 DEL 07 JUL 1985

10/17
Wg

[Large handwritten signature]

DEED OF CONVEYANCE



BETWEEN

MRS. LIBINIA PETA CHATTERJEE & ORS

AND

SHRI TRIPATI CHATTERJEE & ORS.

[Handwritten signature]

For Registrar of Assurances
Calcutta

15.7.85.



[Handwritten signature]
Registrar of Assurances
Calcutta

L. N. Mukherjee, Advocate,
18C, Clive Row,
Calcutta-700 001.