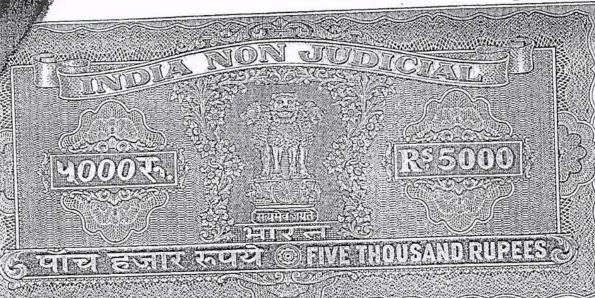


March
Sebruary of the year Christ One Thousand Nine Hundred
Ninety Six BETWEEN KAMAL KUMAR CHOWDBURY sen of
Late Shyamapada Chowdhury residing at 157, B.K. Pal
Avenue, Calcutta - 700 005, hereinafter referred to at
the VENDOR (which expression unless repugnant to the
context or subject shall mean and include his heirs
executors administrators representatives and assigns)
of the ONE BART A N D (1) HARIKESH PROSAD GUPTA

Son of ...p/2

Italowna Cobbochistory TOTAL GROOT in mandre 96 at Bidban Nakora (Sal pare distribution for the second of the second of the MANDEN DE MAN CHANGE Shyor mol clocod! 110 mot Shyamaponditis. 1. 157, B.K. par Anc MO DINGHOOD BUILDING Michaniano (Rak heles) By Chist Hilldu Washing As court; filed at Myamal Charolly, Southerd 110. A10 Sailundrand or. 25 A letterour es BlockalBI Kamat Chowdhun Sy Cast High Mostly the proff; Service 13 - ife Caltivarie Noewonder Wath Dulla S/o Sailendon Nath Duth 252A Lake lawn B" Block 8 3.96 Col-89 Service

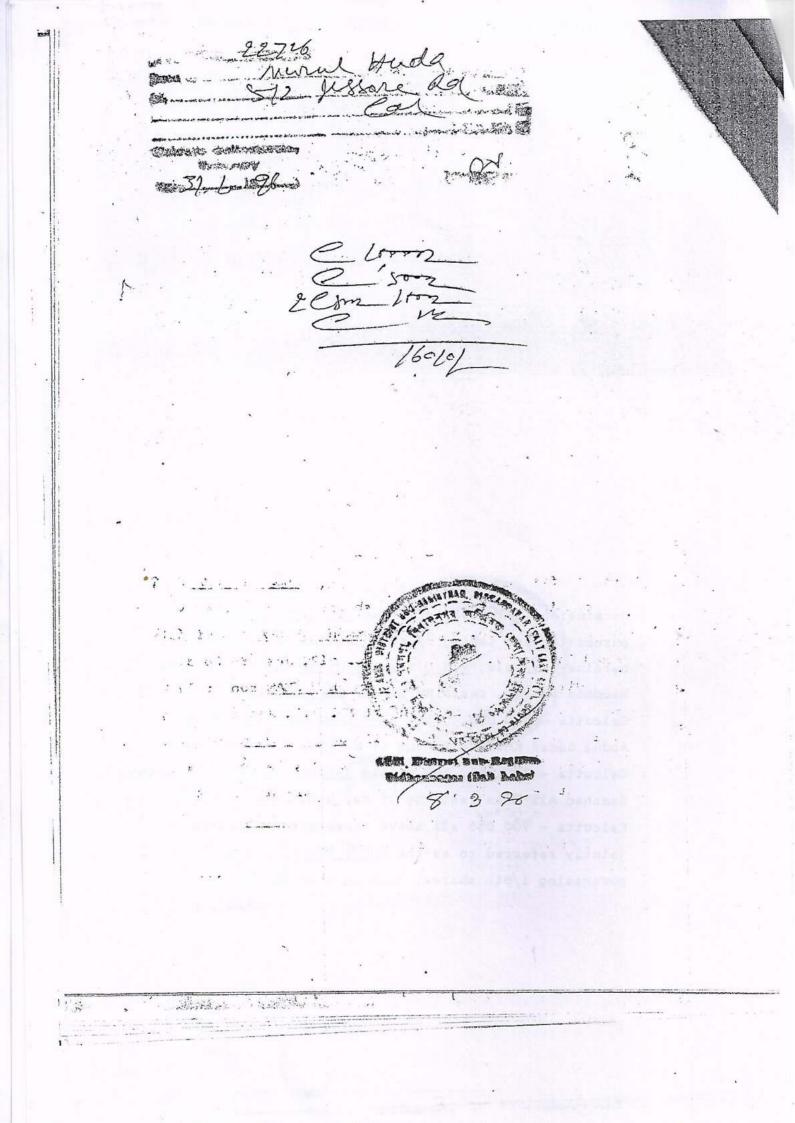


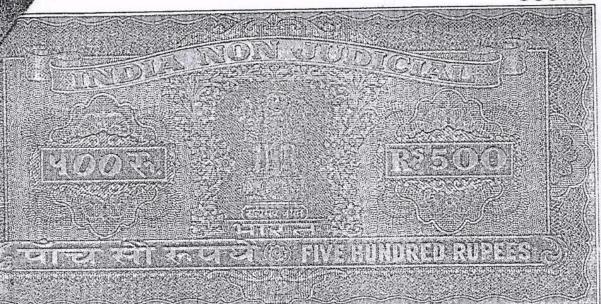
son of Siee Ramiaj Gupta residing at 27-A, Belgachia Road, Calcutta - 700 037, (2) NURUK HUDA son of Mohammad Azimuddin residing at Block B at 253, Bangur Avenue, Calcutta - 700 055, (3) MOHAMMAD MURTGOZA son of Late Abdul Rashid, residing at 512, Jessore Road, Calcutta - 700 055, (4) JAGIR SINGH son of Sree Chanan Singh residing at Block C at 52, Bangur Avenue, Calcutta - 700 055, (8) NOPECH KUMAR THA son of Sree Indra Dev Jks Paciding at 95/1, S.K. Deb Road, Calcutta, (5) KRISHNA PADA MONDAL son of late Nitya Gopal Mondol, residing at No. 112, Bangur Avenue, Calcutta - 700 055, (6) AMARJEET SINGH son of late Kanak Singh, residing at 7-A, Bangur Avenue, Calcutta - 700 055, all are hereinafter...p/3

16010/ Francisco. 7 1910 1: W 3.86 CONTRACTOR OF THE PARTY OF THE

-:3:-

hereinafter referred to as the <u>INDIVIDUAL PURCHASERS</u>, purchasing and taking I/8th shares of the property hereinafter sold, <u>A N D</u> 7(i) <u>KASHI SHARMA</u> son of late Ramdhin Sharma, residing at No. 512, Jessore Road, Calcutta - 700 055, 7(ii) <u>SHAHJAHAN KHAN</u> son of late Abdul Samad Khan, residing at No. 512, Jessore Road, Calcutta - 700 055, <u>AND</u> 7(iii) <u>JAMSHED KHAN</u> son of late Samshed Ali Khan residing at No. 512, Jessore Road, Calcutta - 700 055 all above three are hereinafter jointly referred to as the <u>GROUP PURCHASERS</u> jointly purchasing 1/8th shares, meaning that each of above three...p/4

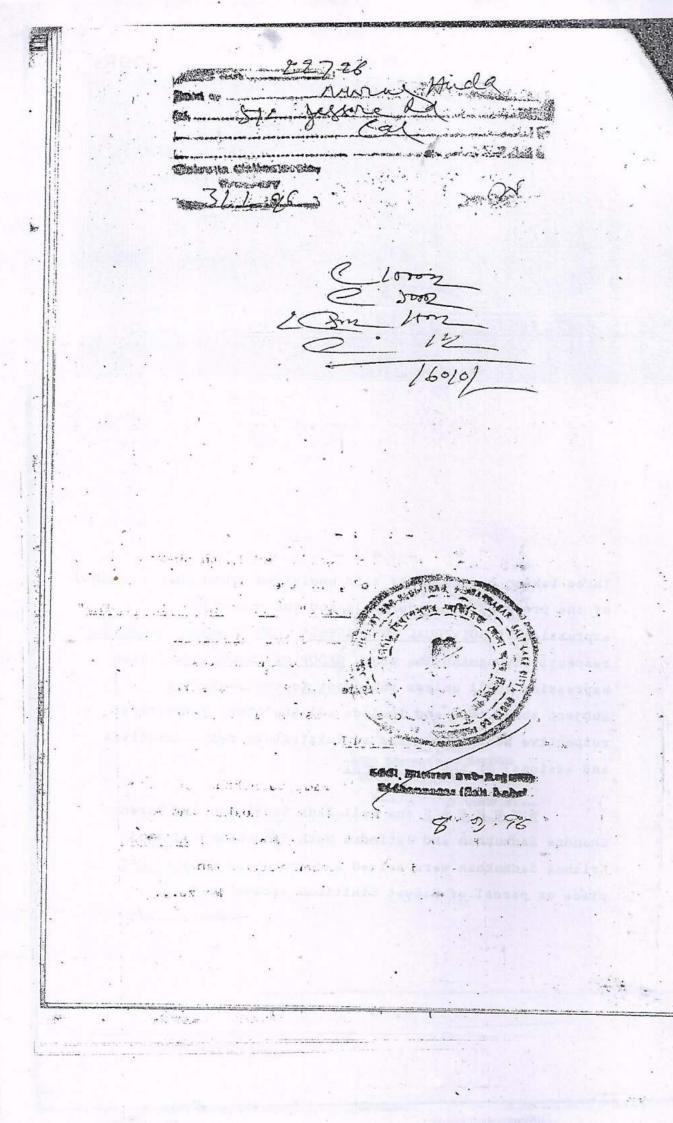




## - : 4 ; -

three taking one-third of said undivided 1/8th shares (4.16%) of the property hereunder sold, and the terms and expressions "INDIVIDUAL PURCHASERS" AND "GROUP PURCHASERS" respectively naming the above GROUP OF PURCHASERS (which expression shall unless repugnant to the context or subject shall mean and include all the above Purchasers' respective heirs executors administrators representatives and assigns) of the OTHER PART.

WHEREAS one Kali Pada Sadhukhan and Haren
Chandra Sadhukhan and Jatindra Nath Sadhukhan and Atul
Krishna Sadhukhan were seized and possessed of ALL THAT
piece or parcel of Raiyat Sthitiban vacant land in
Mouza...p/5





Mouza Krishnapore, Touzi No. 228 and 229 within the Police Station Dum Dum the Sub-Registry Cossipore Dum Dum 901 and premises No 51R. Jessole Road under the Holding No. 1862, South Dum Dum Municipality in J.L. No. 17, R.S. No. 180 Dag No. 236 and 237 within the Khatian No. 204 in the district of the then 24-Parganas.

AND WHEREAS said Kali Pada Sadhukhan, Haren Chandra Sadhukhan, Jatindra Nath Sadhukhan and Atul Krishna Sadhukhan by an indenture dated the 4th day of July 1956 assigned assured and transferred absolutely all the properties stated hereinbefore in favour of Kamal Kumar Chowdhury, Amal Kumar Chowdhury and Shyamal Kumar Chowdhury hereof and the said Deed of Indenture was duly registered with the Sub-Registrar Cossipore Dum Dum in Book No. I Volume No. 58 pages 90 to 97 Being No. 5994 for the year 1956 at or for consideration mentioned therein.

AND WHEREAS ... p/6

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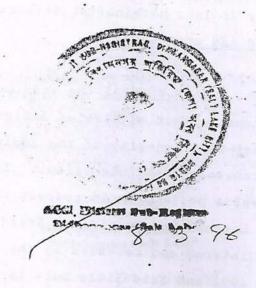
AND WHEREAS the Vendors since the date of Purchase are seized and possessed of the said property and constructed diverse shed and structures on the said property for letting out hereinafter referred to as the said property.

'said property' which is intended to be sold to the Purchasers is comprised of an area of 7(seven) Cottaha 10(Ten) Chittacks be the same a little more or less hereinafter referred to as 'demarcated shed and structures'.

AND WHEREAS the said property thereafter

became subject matters of litigations in as much as, inter-alia majority of the individual and group purchasers instituted a suit claiming decree for adverse possession in respect thereof in the Court of Learned 3rd Munsiff at Sealdah and which has been registered and recorded as the Title Suit No. 323 of 1991 and said Title Suit is pending in the said Court herein.

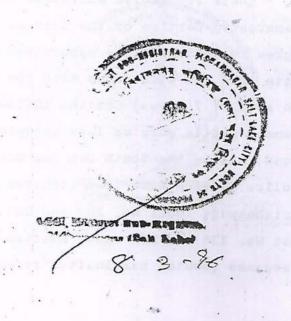
and Whereas said Amal Kumar Chowdhury died on the 25th June 1979 leaving and surviving his wife Smt. Sulekha Chowdhury and his son Sri Aninda Chowdhury both...p/7



both of them are majors and competent to sell and/or transfer their respective undivided shares in the property.

AND WHEREAS subject to aforesaid facts and circumstances the property is free from all encumbrances attachments, liens and charges and the said property is seized and possessed of the Vendor the said demarcated portion of the said property as the only tenant left the premises.

AND WHEREAS on the 2nd day of January 1996, all the aforesaid owners of the said property have agreed to so their respective undivided shares in the said demarcated portion of the said property and the Purchasers agree to purchase 'the demarcated portion of said property' with shed and structures with the land thereunder covering an area of 7(seven) Cottahs 10(Ten) Chittaks be the same a little more or less situate lying at 512, Jessore Road, within the South Dum Dum Municipality under the Police Station Lake Town situated within the Mouza - Krishnapur, Touzi No. 228 and 229, J.L. No. 17, R.S. No.180 Dag No. 236 and 237 under Khatian No. 204, District - 24 Parganas (South) hereinafter referred to 'as demarcated shed...p/8



shed and structures' at or for consideration of Rs. 1,60,000/(Rupees One Lac Sixty Thousand) only more fully described
with black bendered
and written in a Map or Plan, annexed hereunder, in following
proportions, namely, the Purchasers No. 1, 2, 4, 5 and 6
purchasing 16.25% per cent of shares each and Purchaser No. 3
taking 6.25% per cent of shares, and each of Group Purchasers
taking 4.16% per cent of shares in the entire property, without
affecting their respective extent of actual possessions.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,60,000/- (Rupees One Lac Sixty Thousand) only of the lawful money of the Union of India well and truly paid to the Vendor jointly by Purchasers by contribution in accordance to their shares of purchase at or immediately before the execution of this presents the receipt whereof the Vendors doth by this presents as well as by the receipt of the same hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby forever acquint release and discharge the purchasers and also the said undivided 1/3rd shares of the Vendor in the said demarcated property situate lying at 512, Jessore Road, within the South Dum Dum Municipality under the Police Station Lake Town morefully described in the Schedule hereunder written and HE the Vendor doth by this presents grant transfer sell convey assign and assure unto the purchasers free from all encumbrances subject to the above stated Title Suits being T.S. No. 323/91 and T.S. No. 289/92 ALL THOSE partly brick built and partly tin shed structures or dwelling house together with the piece or parcel of land thereunto belonging...p/9 AAIGI DAMERU BUD-MARINA Tidhagandaa illah halobelonging whereon or part whereof the same is erected and built containing by estimation an area of 7 Cottahs 10 Chittaks be the same a little more or less situates lying at and being the premises stated hereinbefore and morefully and particularly mentioned and written in the Schedule hereunder TOGETHER WITH all building walls and structures fixtures and fittings appertaining thereto.

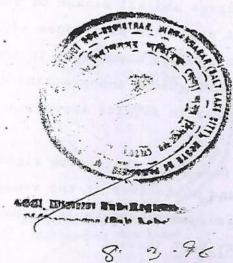
AND all benefits and advantages of ancient and other lights ways paths passages sewers drains water water-courses and all manner of former and other rights liberties easements privileges advantages appendages and appurtenances whatsoever to the said messuage tenaments lands hereditaments and premises or any part thereof belonging or in anywise appertaining to or with the same:

A N.D. all the estate right title interest claim and demand whatsoever of the vendor into and upon the said messuages tenaments lands hereditaments and premises and every part thereof:

AND all deeds pattahs and muniments writtings and evidence of title and other documents whatsoever relating to the said hereditaments and premises or any part thereof and which now are or at any time hereafter shall or may be in the custody power or possession of the vendor or any other person or persons from whom the purchasers can or may procure the same without any action or suit at law or in equity:

TO HAVE AND TO HOLD.p/10





8.

TO HAVE AND TO HOLD the said messuage tenaments lands hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be unto and to the use and benefit of the Purchasers absolutely and for ever :

A N D that the Purchasers shall and may at all times hereinafter peaceably and quitely hold possesses and enjoy the said messuages tenaments lands hereditaments and premises and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor :

A N D that free from all encumbrances other than the suit stated above whatscever made or suffered by the Vendors or any person or persons lawfully or equitably claiming any estate right title or interest whatsoever in the said messuage tenaments lands hereditaments and premises or any part thereof from under or in trust for the Vendor :

A N D that the Vendor and all persons having or . lawfully or equitably claiming any estate right title or interest in the said messuages tenaments lands hereditaments and premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to-

be...p/11



be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said messuages tenaments lands hereditaments and premises and every part thereof unto and to the use of the purchasers in manner aforesaid as by the Vendor shall or may be reasonably required.

## THE SCHEDULE 'A' ABOVE REFERRED TO :

and his/their entire right title and interest in the piece or parcel of Raiyat Sthitiban of the demarcated portion of shed and structure of the said property and the land thereunto covering an area of 7 Cottans 10 Chittaks with map or plan marked with black bordered be the same a little more or less in Mouza Krishnapore Touzi No. 228 and 229 P.S. Lake Town, sub-Registry - Salt Lake under the South Dum Dum Municipality being Premises No. 512, Jessore Road, J.L. No. 17 R.S. No. 180 and Dag No. 236 and 237 under Khatian No. 204, which is butted and bounded as follows:-

ON THE NORTH : Tuni Galvanising and Moulding

Co. Pvt. Ltd.,

ON THE EAST : Hindustham Petroleum ;

ON THE SOUTH : Jessore Road ;
ON THE WEST : Common Passage.

contd...p/12

The second second 8. 2

IN WITNESS WHEREOF the Vendor put his hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED in the presence of :

WITNESSES

2 52 Adaka laton Br Block Cel-89 Shyamal Chowdhy as constituted atterney for 1.
Kamal Chowdhung:

VENDOR

2. Anndyer Choudhway 157, B.K. Pal Avenue, Calentta - 700005



PURCHASERS the withinmentioned a sum of

Rs. 1,60,000/- (Rupees One Lac Sixty Thousand)

only as full consideration money as per

MEMO given below :-

## MENO OF CONSIDERATION

١.	One Cash Order No. QFZ 556440 of Punjab National Bank, S Dum Dum, Patipukur, Calculla	· R5.	:80,000=
	dated 01-02-1996		
	Piniah		

2. One Cash Order No. QFZ 556441 of Punjab National Bank, S Dum Dum, Patipukur, Calautta, dated 01-02-1996

3. One Cash Order No. QFZ 556447 of Punjab National Bank, 3 Dum Dum, Pakipukur, Calculta dated 2/2/96 Rs. 40,000=

40,000=

B. 1,60,000/-

## WITNESSES

1. Sourendm Nath Dutta

2. Anuidyan Chowdluory

Styamal Chowdly.
as constituted attorney for
Kamal chowdhury

VENDOR

Rs.

Drafted by :Arloxe Sinha)
Advocate

Typed by:(Indrajit Ghosal)
Alipore Judges Court.

MAN THE PARTY OF (c) 20



102 107

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CONVEYANCE

BETWEEN

KAMAL KUMAR CHOWDHURY

AND

HARIKESH PROSAD GUPTA AND OTHERS

ASHOKE SINHA ADVOCATE 16A. BHAR LANE CALCUTTA-700 006.