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See
Serial no
5726 of 1983 (2)

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HI

A 10032
B 10046

Stamp affixed by

STAMP AFFIXED BY

H 29/93

Stamp Superintendent
CALCUTTA COLLECTORATE

23
A 10032
10046-1/2 23(A) Road
A 24
for 20/1/93

THIS INDENTURE made this 20th day of October

One thousand Nine hundred and Ninety Three BETWEEN SMT.
ANUVA CHATTERJEE wife of Sri Manoj Kumar Chatterjee, by
 faith- Hindu, by Occupation- Housewife, residing at Flat
 No. N/203 Sky Line Co-operative Housing Society Limited
 2, Bidhan Sishu Sarani, Calcutta-700054, District South
 24-Parganas, hereinafter referred to as the VENDOR (which
 term or expression shall unless excluded by or repugnant
 to the context be deemed to include his heirs, executors,



presented for Registration on 11.50
 in No. 2076 of 04
 (Pt. 3) of the Registration Act
 of 1908 in force in the Province of West Bengal
 District of Calcutta
Anura Chatterjee
 Registrar of

Anubha Chatterjee

[Handwritten signature]

National District Sub-Registry
 Calcutta (S. P. O. Office)

[Handwritten signature]

Anubha Chatterjee.

9796

N

Anurakash Agrawal
 s/o Sri Nandkishore Agrawal
 196 Lake Town, Block-A
 Calcutta-700029
 (Business)

Anura Chatterjee
 170 Nandkishore Chatterjee
 N-203 New Lines, Calcutta
 2, B. B. S. Road, Calcutta-700029
 Office

[Handwritten signature]
 Sri Prasad Kumar
 196 Lake Town, Block-A
 Calcutta-700029
 Business

[Handwritten signature]
 National District Sub-Registry
 Calcutta (S. P. O. Office)



administrators and representatives and assigns) of the
ONE PART A N D M/S. SHIVAM BUILDERS
& DEVELOPERS represented by its partners (1) SRI PAWAN
KUMAR SUREKA son of Sri Ramniwas Sureka, by faith-Hindu,
by Occupation-Business, residing at Chawk Bazar, Post
Office & District- Munger-811 201 (2) SRI PRADEEP KUMAR
SUREKA son of Sri Ram Niwas Sureka, by faith- Hindu, by
Occupation- Business, residing at Chawk Bazar, Post
Office & District- Munger- 811 201 (3) SRI SHASHI KUMAR
SHAH son of Sri Purshottam Dass Shah, by faith - Hindu,
by Occupation- Business, residing at P-11, Chitpur Spur,
Calcutta-700 007 (4) SRI RAVI KUMAR SHAH son of Sri

Purshottam Dass Shah, by faith- Hindu, by Occupation- Business, residing at P-11, Chitpur Spur, Calcutta - 700 007 (5) SMT. CHANDA DEVI AGRAWAL wife of Sri Omprakash Agrawal, by faith- Hindu, by Occupation- Housewife, residing at 196, Lake Town, Block-A, Calcutta-700 089 (6) SMT. ANURADHA DEVI BHATTER wife of Gopal Dass Bhattar, by faith- Hindu, by Occupation- Housewife, residing at 38A, Brindaban Bysak Street, Calcutta - 700 005 (7) SMT. KAMALA DEVI BHATTER wife of Sri Ganesh Dass Bhattar, by faith- Hindu, by Occupation- Housewife, residing at Shivam Building, 2nd floor, 46/E, Rafi Ahmed Kidwai Road, Calcutta-700 016 (8)(A) SRI SUSHIL KUMAR BHATTER son of Motilal Bhattar, by faith- Hindu, by Occupation- Business, residing at 39A, Armenian Street, Calcutta-700 001 (8)(B) SHRI SHARAD KUMAR BHATTER son of Late Ratan Lal Bhattar, by faith- Hindu, by Occupation- Business, residing at 39A, Armenian Street, Calcutta - 700 001 (9) SHRI ABHAY KUMAR AGRAWAL son of Sri Omprakash Agrawal, by faith- Hindu, by Occupation- Student, residing at 196, Lake Town, Block-A, Calcutta-700 089, hereinafter referred to as the PURCHASERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS one Khagapati Ghosh and his brother Nagapati Ghosh were the absolute joint owners of the property described in the schedule below along with some other properties by virtue of purchase and a deed

of Release dated 30th May, 1962 and registered in the office of the Sub-Registrar at Cossipore, Dum Dum in Book No. 1, 1962.

AND WHEREAS the joint possession being inconvenient for more convenient use of their respective shares the aforesaid brothers Sri Khagapati Ghosh & Nagapati Ghosh mutually partitioned their property by an Indenture of Deed of partition dated 21st May, 1982 and registered in the Office of the Sub-Registrar at Cossipore, Dum Dum in Book No. 1, Being No. 7140 of 1982.

AND WHEREAS by virtue of the aforesaid deed of partition Sri Khagapati Ghosh and Nagapati Ghosh became the sole and absolute owner of their respective shares in the above property as described in separate Schedules in the said deed of partition.

AND WHEREAS the said Nagapati Ghosh thereafter sold, transferred and conveyed from the above land a portion fully described in the Part-I of the Schedule hereunder below, free from all encumbrances to Smt. Anuva Chatterjee the Vendor herein by a deed of conveyance dated 22nd July, 1982 and registered in the Office of the Sub-Registrar at Cossipore, Dum Dum in Book No. 1 as Deed No. 7142 Volume No. 318, Pages 152 to 157 of 1982.

AND WHEREAS the aforesaid Nagapati Ghosh while

seized and possessed of the remaining portions of the land as absolute owner died intestate on 21st April, 1983 leaving him surviving his wife Smt. Menoka Ghosh & three sons and three daughters as his only legal heirs who jointly inherited the property so left by said Nagapati Ghosh.

AND WHEREAS the said Smt. Menoka Ghosh & Others while seized and possessed of the above property as joint owners sold, transferred and conveyed the same, fully described in the Part-II of the Schedule hereunder below to Smt. Anuva Chatterjee, the Vendor herein by a deed of conveyance dated 3rd June, 1983 and registered in the office of the Sub-Registrar at Cossipore, Dum Dum in Book No. 1, Volume No. 149, Pages 195 to 200 as Being No.5774 of 1983.

AND WHEREAS one Smt. Santi Sudha Ghosh and Smt. Menoka Ghosh while seized and possessed of the property described in Part-III of the Schedule hereunder below by virtue of their purchase from one Fakir Ali Mondal and others by an Indenture dated 28.2.1966 and registered in the office of the Sub-Registrar at Cossipore, Dum Dum in Book No. 1, Volume No. 38, Pages 130 to 132 as Being No. 1857 of 1966, sold, transferred and conveyed the same in favour of Smt. Anuva Chatterjee, the Vendor herein by a Deed of conveyance dated 3rd June, 1983 and registered in the office of the Sub-Registrar at Cossipore, Dum Dum in Book No. 1, Volume No. 151, Pages 118 to 122 as Being No. 5776 of 1983.

In the manner stated herein above the said Smt. Anuva Chatterjee the Vendor herein became the sole and absolute owner of the property described in the Part-I, Part-II and Part-III of the Schedule hereunder below free from all encumbrances and attachments hereinafter referred to as the said land.

AND WHEREAS the said Smt. Anuva Chatterjee, the Vendor herein has agreed to sale and M/S. SHIVAM BUILDERS & DEVELOPERS, a partnership firm represented by its partners as stated hereinabove has agreed to purchase the above property free from all encumbrances and attachments at a total consideration of Rs. 9,12,600/- (Rupees Nine lacs twelve thousand six hundred) only and the Purchaser has agreed to purchase the said property at and for the heighest market value of Rs. 5,400/- (Rupees five thousand four hundred) per Sattak of land.

NOW THIS INDENTURE WITNESSETH that in pursuance to the aforesaid Agreement and in consideration of the said sum of Rs. 9,12,600/- (Rupees Nine lacs twelve thousand six hundred) only of lawful money of India in hand well and truely paid to the Vendor by the Purchaser, at or before the execution of these presents (the receipt whereof the Vendor does hereby admit and acknowledge and of and from the said and every part thereof doth hereby acquit, release and forever discharge the Purchaser as well as the said land) the Vendor does by these presents grant, transfer, sell, convey, assign and assure the

Purchaser ALL THAT piece or parcel of said Sali land measuring 169 Satak more or less (more fully described in the Schedule hereunder written) being a part of the property shown and delineated in the Map or Plan annexed hereto and HOWSOEVER OTHERWISE the said land, now are or is or herebefore were or was situated butted, bounded, called, known numbered describe or distinguished TOGETHER WITH drains, path, passages, ways, water courses, light, rights, liberties, easement privileges advantages and appurtenances whatsoever to the said land belonging anywise appertains to or with the said or any part thereof AND ALL the estates right, title and interest in use, claim demand whatsoever of the said Vendor into and upon the said land or any part thereof AND TOGETHER with all the right to the said Purchaser his successor or successors-in-interest to pass or repass with or without the attached common passage together with all the rights or easement, passage to discharge water through the pucca surface, drain, along with side of the passages and to take Electric, Telephone, Gas etc. connection under or over the attached common passage. AND TO HAVE AND TO HOLD the said land, together with the rights and privileges appurtenants thereto as aforesaid to the said Purchaser absolutely and forever according to the nature and time AND THE said Vendor does hereby covenant with the Purchaser that notwithstanding Act, Deed, matter or thing whatsoever by the said Vendor now has in himself good right, full power and absolute Authority to grant, transfer, and convey the said lands, hereby granted, transferred and conveyed in the manner as aforesaid AND the said Purchaser

shall may at all times hereafter peaceably and quietly possesses and enjoy the said land and to received the rents issues and profits thereof without any lawful eviction interruption and claim or demand whatsoever from or by the said Vendors or any person lawfully or equitably claiming from under or in trust for the said Vendors AND THAT free & clear and truely & clearly and absolutely acquitted and exonerated and released or otherwise by and at the cost and expenses of the Vendor well and sufficiently indemnified at from against all manner, claim, charges, lien, debts, attachment lispenses and HOWSOEVER according to the nature and terms thereof and encumbrances whatsoever created, made, done, occasioned or suffered by the Vendor or by any person or persons claiming as aforesaid AND FURTHER the said Vendor and all person or persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for the said Vendor shall or well from time to time and at all times hereafter at the request and cost of the said Purchaser do and execute or cause to be done or executed all such acts and things whatsoever for further and more perfectly assuring the said land and every part thereof to the said Purchaser in the manner as shall or may reasonably be required.

THE SCHEDULE ABOVE REFERRED TO

P a r t - I

All that piece and parcel of lands comprised in Mouza-

Gopalpur, Police Station- Rajarhat, at present Police Station- Airport, J.L.No. 2, R.S.No. 140, Touzi No. 125-B-1, Pargana- Kalikata, Sub-Registry Office-Bidhan Nagar, in the District of North 24-Parganas, R.S.Dag No. 3403, C.S.Khatian No. 450, Sali land eight satak (Eastern side R.S.Dag No. 3403 part) C.S.Dag No. 5189/5748, R.S. Dag No. 3405, C.S.Dag No. 5748/5758 C.S.Khatian No.1413, Sali land four Satak (Eastern side part of R.S.Dag No. 3405), R.S.D ag No. 3396, R.S.Khatian No. 2105, Doba Nineteen Satak, R.S.Dag No. 3395, R.S.Khatian No. 1802, Bagan Twenty seven Satak, R.S.Dag No. 3399, R.S.Khatian No. 2105 Bagan Forty eight Satak. There are old trees in the gardens and the partly vacant lands in the gardens above are being utilised for the purpose of agriculture and the Doba in filled-up and is being utilised for the purpose of agriculture and different types of crops are grown in both the gardens and ~~the~~ mentioned above total land one hundred and six satak.

P a r t - I I

All that piece and parcel of lands comprised in Mouza- Gopalpur, Police Station-Rajarhat, at present Police Station- Airport, J.L.No. 2, R.S.No. 140, C.S.Khatian No. 450, R.S.Dag No. 3403, 7 Satak (Seven Satak) Sali land, C.S.Khatian No. 1413, R.S.Dag No. 3405, 2 Satak (Two Satak) Sali land, R.S.Khatian No. 5179, R.S.Dag No. 3387, 18 Satak (Eighteen Satak) Sali lands and R.S. Dag No. 3413, R.S. Khatian No. 5196), 26 Satak (Twenty Six Satak) bagan land and three are old trees in the Bagan and the partly vacant lands in the gardens above are being utilised for the

purpose of agriculture and different types of crops are grown, shown in the sketch plan attached marked Red.

P a r t - I I I

All that piece and parcel of land comprised in Mouza-Gopalpur, Police Station-Rajarhat at present Police Station-Airport, J.L.No. 2, R.S.No.140, Touzi No. 125-B-1, R.S.Khatian No.1675, R.S.Dag No. 3398 measuring ten Satak of Bastu land and R.T.S. residential structures thereon covering 402 Square feet and vacant 3958 Square feet, yearly rents Rs.2/- as shown in the sketch plan attached marked 'Red', butted and bounded as follows :-

- On the North ... R.S.Dag No. 3396.
- On the South ... R.S.Dag Nos. 3402 & 3403.
- On the East ... R.S.Dag No. 3399.
- On the West ... R.S.Dag No. 3397.

IN WITNESS WHEREOF THE Parties hereto have set and subscribed their respective hands the day month and year first above written.

SIGNED, SEALED AND DELIVERED
by the Parties at Calcutta
in presence of

Anuloha Chatterjee.

V e n d o r

1. *Saurin Kumar Das*
Advocate
Alipur Judges Court

2. *Manoj Kumar Chatterjee.*

P u r c h a s e r s

Receipt

Received of and from the within named Purchaser
the within mentioned sum of Rs.9,12,600/- (Rupees
Nine lacs twelve thousand six hundred) only be-
ing the full amount of the within mentioned
consideration in manner stated in the Memo of
Consideration hereunder written.

Rs.9,12,600.00

MEMO OF CONSIDERATION

1. ANZ Grindlays Bank, Chowringhee Road Branch Cheque No.727957 dated 5.5.92	Rs. 3,125.00
2. Standard Chartered, N.S. Road Branch Cheque No.175078 dated 5.5.92	Rs. 3,125.00
3. Bank of Baroda, Patipukur Branch, Cheque No.006881 dated 5.5.92	Rs. 5,357.00
4. Bank of Baroda, Patipukur Branch Cheque No.013853 dated 5.5.92	Rs. 5,357.00
5. Canara Bank, Kalakar Street Branch, Cheque No. 842585 dated 5.5.92	Rs. 6,250.00
6. The Hongkong & Shanghai Banking Corpn. Ltd., N.S. Road, Cheque No.511603 dt.5.5.92	Rs. 6,250.00
7. ANZ Grindlays Bank, Chowringhee Road Cheque No.314015 dated 5.5.92	Rs. 6,250.00
8. Panjab National Bank, Lyons Range, Cheque No.463662 dated 2.5.92	Rs. 7,143.00
9. Panjab National Bank, Lyons Range Cheque No.463648 dated 2.5.92	Rs. 7,143.00
10. By Banker's Cheque No. 220035 dated 16.10.93 of S.B.I. Shyambazar Branch.	Rs.8,62,600.00
	<u>Rs.9,12,600.00</u>

(Rupees Nine lacs twelve thousand six hundred only)

Anubha Chatterji

Witnesses:

1. Manoj Kumar Chatterji.
Skyline Housing Co. Soc.
Flat - N-203.
2. Pradhan Sishu Sarani.
Calcutta - 700054.

2. *Umasree Chatterji*
of Calcutta

Drafted by
Uday N. Saha
Alipore

Typed by
Bimash Chowdhury
(B. Chowdhury)



1978.2.20
(Twenty)

National District Sub-Registry
Saitake, Shizuoka

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Book - 1	2
Volume No	178
Page	109 - 118
Serial No	8308
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National District Sub-Registry
Saitake, Shizuoka

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