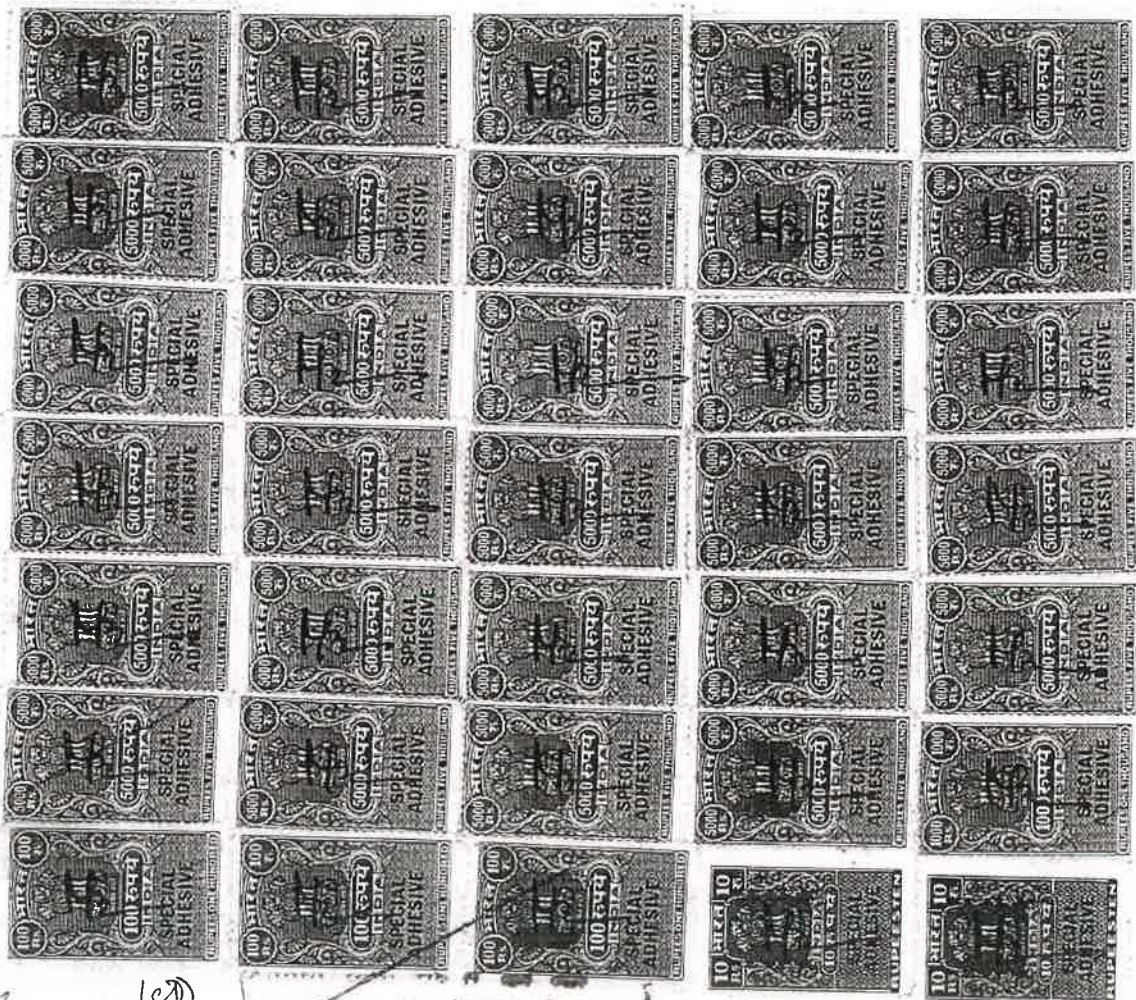


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H. S. 1993

POSTAGE OFFICE, CALCUTTA COLLECTORATE

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THIS INDENTURE is made this 20th day of October

One thousand Nine hundred and Ninety Three BETWEEN SRI MANOJ CHATTERJEE son of Late Manoranjan Chatterjee, by faith- Hindu, by Occupation- Business, residing at Flat No. N/203 Sky Line Co-operative Housing Society Limited 2, Bidhan Sishu Sarani, Calcutta-700 054, District South 24-Parganas, hereinafter referred to as the VENDOR (which term or expression shall unless excluded by or repugnant

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Manoj Chatterji
Manoj Kumar Chatterji

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Manoj Kumar Chatterji
N 203 Sty Lane cc of Haridwar
2. Photo album series of 70000

Manoj Kumar Chatterji
Ch. Prakash Agrawal
Head, Kishore
Agrawal of 196 lake
Lan. Bldg. A

8189
Bennis

Manoj Kumar Chatterji
Manoj

X Emporakal Agrawal

to the context be deemed to include his heirs, executors, administrators, and representatives and assigns) of the FIRST 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



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(4) SRI RAVI KUMAR SHAH son of Sri Burshottam 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 Motilall 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 mean and 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.



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W. J. [illegible]

AND WHEREAS the joint possession being inconvenient for more convenient use of their respective shares the aforesaid brothers Sri Khagapati Ghosh and Sri Nagapati Ghosh mutually partitioned their property by an Indenture of Deed of Partition dated 21st May, 1962 and registered in the office of the Sub-Registrar at Cossipore, Dum Dum in Book No. 1, Volume No. , Pages to as Being No. 7140 of 1962.

AND WHEREAS by virtue of the aforesaid deed of partition Sri Khagapati Ghosh and Sri 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 Khagapati Ghosh while seized and possessed of the property allotted in his favour by the aforesaid deed of partition sold, transferred and conveyed the same in favour of Sri Manoj Chatterjee, the Vendor herein by two separate Kobalas both registered in the Office of the Sub-Registrar at Cossipore, Dum Dum as stated hereunder below.

- a) By a deed of conveyance dated 22nd July, 1982 the landed Book No. 1, Volume No. 318 Pages 145 to 151 Deed No. 7141 of 1982 property described in the P-11 of the Schedule hereunder.
- b) By a deed of conveyance dated 3rd June, 1983, the landed property described in the P-1 of the Schedule hereunder Book No. 1, Volume No. 149 Pages 201 to 205 Deed No. 5775 of 1983.



Special Agent in Charge
FBI - Baltimore
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In the manner stated herein above the said Sri Manoj Chatterjee the Vendor herein became the sole and absolute owner of the property described in the Part-I and Part-II of the Schedule hereunder below measuring 164 Sataks more or less free from all encumbrances and attachments, hereinafter referred to as the said land.

AND WHEREAS the said Sri Manoj 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. 8,85,600/- (Rupees Eight lacs eighty five thousand six hundred) only and the Purchaser has agreed to purchase the said property at and for the highest market value of Rs. 5,400/- (Rupees five thousand four hundred) per Sattak of land.

NOW THIS INDENTURE WITNESSETH that in pursuant to the aforesaid agreement and in consideration of the said sum of Rs. 8,85,600/- (Rupees Eight lacs eighty five thousand six hundred) only of lawful money of India in hand well and truly 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 and 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

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measuring 164 Sataks more or less (more fully described in the Schedule hereunder written) and being a part of land delineated in the Map or plan annexed hereto 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 purchasers 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 doth 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 receive the rents issues and profits



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thereof without any lawful eviction interruption and claim or demand whatsoever from or by the said Vendor or any person lawfully or equitably claiming from under or in trust for the said Vendor AND THAT free & clear and truly & 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 land measuring 47 Satak comprised in Mouza- Gopalpur, J.L.No. 2, R.S.No. 140, Police Station- Bajarhat at present Police station- Airport



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C.S.Khatian No. 450, R.S.Dag No. 3403, 7 Satak (Seven Satak) of land Sali land, C. S.Khatian No. 1413, R.S. Dag No. 3405- 3 Satak Sali land (three Satak Sali land) and R.S. Khatian No. 5200, R.S.Dag No. 3416 - 37 Satak of Bagan Land (thirty seven satak) and there are old trees in the bagan and the lands in the gardens above are being utilised for the purpose of agricultural and different types of crops are grown, as shown in the sketch plan attached marked RED.

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, 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.Dag No. 5189/5748, C.S.Khatian No. 450, Sali land 8 Satak (Eight Satak) (Western side of R.S.Dag No. 3403 part) R.S. Dag No. 3405, D.S.Dag No. 5748/5758, C.S.Khatian No. 1413, Sali land four Satak (Western side) part of Dag No. R.S. No. 3405, R.S. No. 3384, R.S.Khatian No. 1738, Bagan land twelve satak, R.S.Dag No. 3397, R.S.Khatian No. 1739 Bagan land Twenty four satak, R.S. Khatian No. 1482, R.S.Dag No. 3412 Bagan land sixty nine Satak. There are old trees

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in the gardens and the partly vacant lands in the gardens above are being utilised for the purpose of agriculture and different types of crops are grown.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their hands and seals the day months and years first above written.

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

Manoj Chatterjee
Manoj Kumar Chatterjee

V e n d o r

1. *Samin Kumar* *Sy*
Advocate
Alipur Judges Court

2. *Anubha Chatterjee*
Skyline Housing co-op.
Flat No - 203
2; Bidhan Sighu Sarani,
Calcutta - 54.

P u r c h a s e r s



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Receipt

Received of and from the within named Purchaser the within mentioned sum of Rs.8,85,600/- (Rupees Eight lacs eighty five thousand six hundred) only being the full amount of the within mentioned consideration in manner stated in the Memo of consideration hereunder written.

Rs.8,85,600.00

MEMO OF CONSIDERATION

1. ANZ Grindlays Bank, Chowringhee Rd, Cheque No. 727956 dt. 5.5.92.	Rs. 3,125.00
2. The Jammu & Kashmir Bank Ltd, R.N. Mukherjee Road, Cheque No. 212880 dt. 5.5.92	Rs. 3,125.00
3. Bank of Baroda, Patipukur, Cheque No. 006882 dt. 5.5.92	Rs. 5,357.00
4. Bank of Baroda, Patipukur, Cheque No. 013854 dt. 5.5.92	Rs. 5,357.00
5. Canara Bank, Kalakar St. Cheque No. 842584 dt. 5.5.92	Rs. 6,250.00
6. The Hongkong & Shanghai Banking Corpn. Ltd, Cheque No. 511602 dt. 5.5.92	Rs. 6,250.00
7. ANZ Grindlays Bank, Chowringhee, Cheque No. 314014 dt. 5.5.92	Rs. 6,250.00
8. Panjab National Bank, Lyons Range, Cheque No. 463661 dated 2.5.92	Rs. 7,143.00
9. Panjab National Bank, Lyons Range, Cheque No. 463660 dated 2.5.92	Rs. 7,143.00
10. Payorder No. 007788 dated 16.10.93 Union Bank of India Strand Road, Calcutta-700 001.	Rs. 1,00,000.00
11. Payorder No. 087678 dated 18.10.1993, Canara Bank, Kalakar Street, Calcutta-700 007.	Rs. 1,89,436.00
12. Bankers Cheque No. 220054 dated 18.10.1993	Rs. 65,356.00
13. Bankers Cheque No. 008619 dt. 19.10.93, Standard Chartered Bank, 4, N.S. Road, Calcutta-700 001	Rs. 1,95,686.00
14. Payorder No. 008895 dt. 19.10.1993 Union Bank of India M.C. Road, Calcutta-700 007	Rs. 1,95,686.00
15. Banker Cheque No. 538507 dt. 19.10.93, Panjab & Sind Bank, N.S. Road, Calcutta-700 001	Rs. 44,718.00
16. Bankers Cheque No. 538506 dt. 19.10.93, Panjab & Sind Bank, N.S. Road, Calcutta-700 001.	Rs. 44,718.00
	<u>Rs. 8,85,600.00</u>

(Rupees Eight Lacs eighty five thousand six hundred only)

Manoj Chatterjee
Manoj Kumar Chatterjee

Witnesses:

1. *[Handwritten signature]*
2. Anubha Chatterjee.

Drafted by

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AN
A Lipore east

Typed by
[Handwritten signature]
(B. Chowdhury)



Open to 20/1
(Twenty)

Volume No 119
Page 178
Serial No 128
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27.2-95

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