

Shahpur, Calcutta - 700 053, (6) SMT. BELA CHATTERJEE daughter of Late Krishna Charan Mukherjee and wife of Shri Satyendra Nath Chatterjee, residing at 183 BD Block, Salt Lake City, Calcutta - 700 064, hereinafter called the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

SHRI SUJIT KUMAR SINHA, son of Shri Shudhendu Sundar Sinha, by occupation service and SMT. DIYA SINHA, wife of Shri Sujit Kumar Sinha by occupation service, both by religion Hindu and both residing at Flat No. 1F/1, Block 1, 18/3, Gariahat Road, Calcutta - 700 019, P.S. Gariahat, hereinafter called the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives or assigns) of the OTHER PART.

WHEREAS the property as comprised in the premises being No. 4C, Bakul Bagan Road, P.S. Bhowanipur, Calcutta - 700 025 by virtue of a compromise decree on mutual and amicable settlement in partition suit amongst the Co-sharers being Title suit No. 59 of 1941 in the court of 1st sub-judge at Alipur (Bistu Charan Mukherjee vs. Krishna Charan Mukherjee & ors.) exclusively devolved upon late Krishna Charan Mukherjee and thereafter the

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said Krishna Charan Mukherjee since deceased was seized and possessed of the said property being the absolute owner thereof in his exclusive right title and interest thereof.

AND WHEREAS on or about 24th June 1971 the said Krishna Charan Mukherjee died intestate leaving behind him the widow, Smt. Latika Mukherjee and two surviving daughters viz. Late Kanaklata Banerjee and Smt. Bela Chatterjee, thereafter inheritors continued to possess the said property in their respective right title and interest as Co-Sharers and or Co-owners jointly under the provisions of Hindu Succession Act.

AND WHEREAS Smt. Latika Mukherjee, widow of Late Krishna Charan Mukherjee died intestate on 17.8.1991.

AND WHEREAS the said Kanaklata Banerjee also died intestate on 18.8.1986 living behind her Three sons viz. Shri Arun Kanti Banerjee, Shri Ardhendu Sekher Banerjee and Shri Ashok Kumar Banerjee and four daughters viz. Smt. Monica Chatterjee, Smt. Uma (Alias Sabita) Chakraborty, Smt. Roma Banerjee and Smt. Bani Sarkar.

AND WHEREAS the said property then devolved on Smt. Bela Chatterjee and the sons and daughters

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aforesaid of Late Kanaklata Banerjee, Smt. Bela Chatterjee having 50% (fifty percent) share and the sons and daughters of Late Kanaklata Banerjee jointly having the rest 50% (fifty percent) share.

AND WHEREAS the vendors Co-sharers and or Co-owners herein thus jointly seized and possessed 85.70% (eighty five point seven zero percent) undivided proportionate share or interest, Smt. Bela Chatterjee having 50% (fifty percent) and other 5 (five) Co-sharers and or Co-owners as hereinbefore mentioned having 7.14 (seven point one four percent) each in the said property at 4C, Bakul Bagan Road, Calcutta - 700 025 within the limits of the Calcutta Municipal Corporation as more fully described in Schedule 'A' hereto annexed (hereinafter called the schedule of property).

AND WHEREAS part of the ground floor of the schedule of property as described in the Schedule 'B' annexed hereto being occupied by Sri Pabitra Prasad Bhowmick who has been paying rent of Rs. 260/- (Rupees Two hundred sixty) only per month and who has paid such rent only upto June 1993 and parts of the ground, first and the roof of the schedule of property as described in schedule 'C' annexed hereto being occupied by Sri Asit Ghosh Chowdhury who has been paying a rent of Rs. 275/- (Rupees Two hundred Seventy five) per month and who has paid such rent upto the last month and also on

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account of joint possession the vendors herein who were experiencing various difficulties in enjoyment of their undivided interest in the schedule of property having decided to dispose of their undivided interest in the same by way of sale had executed a power of Attorney dated 25.7.1991 in favour of Smt. Bela Chatterjee, one of the vendors, whereby she has been given the full and absolute power to negotiate, enter into any agreement, execute any deed of conveyance for sale of their undivided interest in the schedule of property and take all steps for registration thereof and to sign all necessary documents on their behalf.

AND WHEREAS the Vendors having agreed to dispose of their undivided interest as described in the Schedule of property which is mutated in the names of Smt. Bela Chatterjee & ors, as per the Calcutta Municipal Corporation Assessment Records offered to sell their undivided interest subject to the occupant aforesaid tenants at the agreed price of Rs. 1,00,000/- (Rupees One Lakh) only to the purchasers, who also agreed, to acquire their said interest in the said property in question at that price from the vendors and there upon an agreement for sale dated 8.3.1991 was executed between the vendors and the purchasers, Smt. Bela Chatterjee having signed the agreement on behalf of the vendors by virtue of the power of Attorney dated 25.7.1991 and possession of the Schedule of property comprising of and under the occupation

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and title and interest having one bed room, one toilet, one kitchen with a common verandah space with Sri Asit Ghosh Chowdhury in the first floor and staircase and open terrace (roof) common with Sri Asit Ghosh Chowdhury on the Second floor with the scope of undivided share or interest under the provision of Transfer of Property Act, on execution of the said agreement was delivered by the vendors to the purchasers on 3.8.1991.

AND WHEREAS the Vendors and the purchasers are now willing to complete the sale of the said 85.70% (eighty five point seven zero percent) undivided proportionate right title and interest together with the fitting and fixtures in the said property as described in the Schedule of property by way of executing a Deed of Conveyance.

NOW THIS DEED OF CONVEYANCE WITNESSTH

AS FOLLOWS :

In pursuance of the said agreement and in consideration of the sum of Rs. 1,00,000/- (Rupees one lakh) only paid to the Vendors by the purchasers, in full payment of the purchase money on or before the execution and registration of this conveyance (the receipt whereof the vendors do hereby and by the receipt hereunder admit and acknowledge and of and from the same and every part thereof release acquit and for ever discharge the purchasers and the undivided right title and interest in the

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premises hereby intended to be granted sold and conveyed) the Vendors severally and or jointly do hereby grant, sell, convey, transfer, assign and assure unto the purchasers ALL THAT their 85.70% (eighty five point seven zero percent) absolute proportionate undivided share or part or portion of the right title interest in the two storied residential building, tenanted as aforesaid, on proportionate area of land and admeasuring more or less 1 cottah 6 Chittacks (990 square feet) or part thereof being premises No. 4C, Bakul Bagan Road, P.S. Bhowanipur, Calcutta - 700 025 within the Calcutta Municipal Corporation more fully

described in the schedule 'A' hereunder or HOWSOEVER OTHERWISE the said premises or any part thereof now are or is or at any time hereto forewere or was situate butted bounded called known described and distinguished TOGETHER with an undivided proportionate share or interest on the land whereon or on part whereof the same is erected and built hereinafter for the sake of brevity collectively referred to as the said premises rights, liberties, easements, privileges, advantage and appurtenances whatsoever in respect of their share or interest in the said property, hereditaments and premises belonging or anywise appertaining to or with the same or any part thereof both at law and in equity subject to the tenants aforesaid AND ALL the estate,

Approved and
Signed



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right, title and interest ancient or otherwise of the Vendors in the same TOGETHER with all rights in common in the common parts, the common amenities and the common conveniences relating thereto AND TO HAVE AND TO HOLD the said undivided interest in the scheduled property, hereditaments, holding, and premises together with the rights and privileges appurtenant thereto as aforesaid to the said purchasers absolutely and for ever, free from all encumbrances liens, lispendens, attachments claims and demands whatsoever subject to the tenants hereinabove and the said vendors hereby covenant with the purchasers that notwithstanding any act deed matter or thing whatsoever by the vendors done, committed executed or knowingly suffered to the contrary, the vendors being lawfully seized and possessed of the undivided share and interest as particularly stated and described thereon before have now in themselves good title full power and absolute authority to grant transfer and convey their said undivided 85.70% right title and interest in the said schedule of property holding and premises hereby granted sold, transferred and conveyed or expressed or intended so to be subject to the tenants hereinbefore to the purchasers in the manner herein and that the purchasers shall and may at all times hereafter peaceably and quietly enter upon, possess and enjoy their said undivided right title and

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interest in the schedule of property hereditaments and premises and receive the rents, issues and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by the vendors or any persons or persons lawfully or equitably claiming from under or through, or in trust for the vendors subject, however, to the tenants aforesaid AND that free and clear and freely and clearly and absolutely acquired exonerated and released or otherwise by and at the costs and expenses of the vendors well and sufficiently indemnified or from and against all manner of claims charges liens debts attachments and encumbrances whatsoever created made done occasioned or suffered by the vendors or by any person claiming as aforesaid AND FURTHER that the vendors and all persons having lawfully equitably claiming any estate or interest whatsoever in the said property hereditaments and premises or any part thereof under or in trust for the vendors 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 done and executed all such acts and things whatsoever for further and more perfectly assuring their said undivided right title and interest in the said property hereditaments and premises and every part thereof to the said purchasers as shall or may be reasonably required.

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SCHEDULE 'A' HEREIN ABOVE REFERRED TO

ALL THAT piece and parcel of undivided measuage land hereditaments two-storied building whereon or on part whereof the same is drected and built on land measuring more or less 1K-6 Ch. (990 square feet) together with an undivided proportionate share or interest of area of land in the common part and in the land whereon or on part whereof being premises No. 4C, Bakul Bagan Road, Calcutta - 700 025, P.S. Bhowanipur in the City of Calcutta within Sub-Registry Office Alipore Dist 24 Parganas (South) comprising two rooms, one bath, one privy one covered verandah in each floor and one attic, one toilet and one store with asbestos roof on the roof of the residential property, together with all easement rights and common facilities and amenities appertaining thereto, having the following boundaries :-

To the East	... heirs of late kalidasi Mitra, 5B, Bakul Bagan Road, Calcutta-700025;
To the North	... Shri Shishuranjan Roy & Others, 1, Mullick Lane, Calcutta - 700 025;
To the West	... heirs of Late Bistu Charan Mukherjee, 4B, Bakul Bagan Road, Calcutta-700 025;
To the South	... Bakul Bagan Road.

SCHEDULE 'B' HEREIN ABOVE REFERRED TO

Description of the Ground floor of the Schedule of Property which is in possession of the tenant,

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APPROVED BY (11) 11



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Sri Pabitra Prasad Bhowmick paying rent of Rs. 260/- (Rupees Two hundred sixty) only per month (rent upto June, 1993 only having been paid).

- a) One room with asbestos roof;
- b) Two bedrooms;
- c) One W.C.
- d) One bathroom;
- e) One Verandah (covered) (part).

SCHEDULE 'C' HEREIN ABOVE REFERRED TO

Description of the Schedule of Property which is in possession of the tenant, Shri Asit Ghosh Chowdhury paying rent of Rs. 275/- (Rupees Two hundred Seventy five only) per month (Rent upto the last month having been paid).

IN THE GROUND FLOOR:

- a) One W.C.
- b) One bathroom (common with Sri Sujit Kumar Sinha & Smt. Diya Sinha)
- c) Staircases
- d) One verandah (Covered) (Part) common with Shri Sujit Kumar Sinha & Smt. Diya Sinha.

FIRST FLOOR:

- a) One bedroom;
- b) Verandah (common with Sri Sujit Kumar Sinha & Smt. Diya Sinha)
- c) Staircase

ROOF:

- a) One store room cum kitchen;
- b) One toilet;
- c) One (Attic) staircase room;

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-: 12 :-

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands and seals this the day of One
Thousand Nine Hundred Ninety Three in Calcutta.

SIGNED AND DELIVERED BY the vendors above named.

1. Shri Ardhendu Sekher Banerjee
2. Sri Ashok Kumar Banerjee *A. Banerjee*
3. Smt. Uma (alies sabita) Chakraborty
4. Smt. Rama Banerjee *Rama Banerjee*
5. Smt. Bani Sarkar *B. Sarkar*
6. Smt. Bela Chatterjee *Bela Chatterjee for self*
and as Constituted attorney
for Ardhendu Sekher Banerjee
Uma and Sabita
Chakraborty

IN THE PRESENCE OF :
WITNESS :

1. *Sujayanta Mitra*
BAT 63, Smt. L. K. Ch. 64

2. *Nitya nanda Saha*
P 39 Block 'B' Lake Town
Cal - 84

SIGNED & DELIVERED BY :

1. (SHRI SUJIT KUMAR SINHA) *S. Sinha*
2. { SMT. DIYA SINHA)
 { THE PURCHASERS) *Diya Sinha*

IN THE PRESENCE OF :
WITNESSES:

1. *Ajit Kumar Ghosh Chowdhury*
4/C Bakulbagan Road, Calcutta - 700025
2. *Nitya nanda Saha*

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OFFICE OF THE
ATTORNEY GENERAL



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OFFICE OF THE
ATTORNEY GENERAL

SITE PLAN OF SRI GUIT KUMAR SINHA AND
SMT DIYA SINHA AT PREMISES NO. 4C, BAKUL
BAGAN ROAD, CALCUTTA - 700025.

R.S. BHOWANIPUR

AREA OF LAND: 9K - 6 CH. SHOWN IN RED

SCALE - 1" = 8' OR 1:96



45'-0" WIDE BAKUL BAGAN ROAD

1/8

BISHTU CHARAN MUKHERJEE

19'-0"
17'-4"

ASBESTOS
ROOF

ASBESTOS
ROOF

I

II

II

II

4C

5A

E

5B

KALIDAS MITRA

37'-2"

SISHURANJAN ROY & OTHERS

- B. Sankar,
Rama Chandra

Belkhatia for Self and as certified by
Planning for Industrial Development
Dr. M. by - D. Saha

and Upma (Planning Section)
Chhatrapati

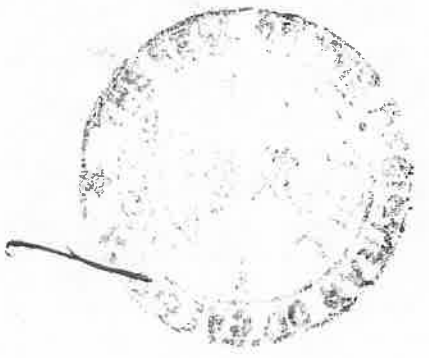
dt. 26.11.93

PURNENDU MUKHERJEE

28'-9"

Registered in
BOC No. 338
Volume 411-426
Pages 411 to 12800
Index No. 1993
for the year

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BOC No. 338
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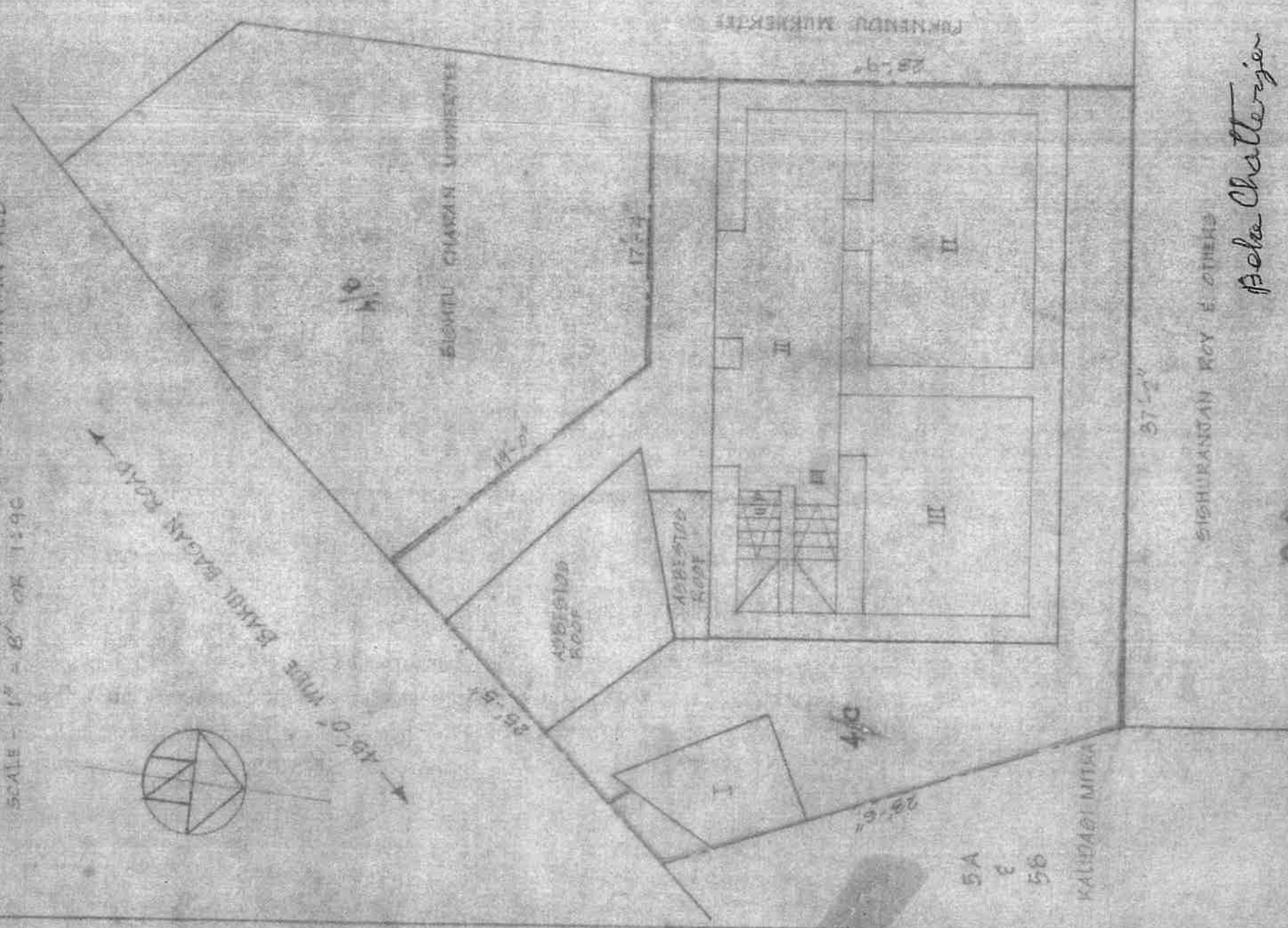


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BAGAN ROAD, CALCUTTA - 700025.

P. S. BHOWANIPUR

AREA OF LAND: 1 K + 6 CH. SHOWN IN RED

501E - 1st = 8' OK 1:40

SISHIR KANTAN ROY & OTHERS

Bela Chatterjee

Ad. Chatterbox

06/11/98

Symbol - D. Schol.

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COMMONWEALTH
EXHIBIT 418 (2) - 1

MEMO OF CONSIDERATION

Received of and from the within named
PURCHASERS the within mentioned sum of

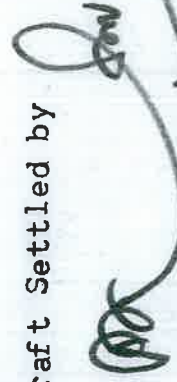
- | | |
|--|--------------|
| a) Rs. 25,000/- (Rupees Twentyfive thousand)
only by Cheque No. 205804 dated 3.8.91
on Punjab National Bank, Ballygunge
Branch, Calcutta in favour of
Smt. Bela Chatterjee being the earnest
money. | Rs. 25,000/- |
| b) Rs. 25,000/- (Rupees Twentyfive thousand)
only by Cheque No. 265808 dated 23.10.91
on Punjab National Bank, Ballygunj
Branch, Calcutta in favour of
Smt. Bela Chatterjee. | Rs. 25,000/- |
| c) Rs. 20,000/- (Rupees Twenty thousand)
only by Cheque No. 841 dated 21.4.92
on Punjab National Bank, Ballygunj
Branch, Calcutta in favour of
Smt. Bela Chatterjee. | Rs. 20,000/- |
| d) Rs. 20,000/- (Rupees Twenty thousand)
only by Cheque No. 469 dated 29.9.93
on Punjab National Bank, Ballygunj
Branch, Calcutta in favour of
Smt. Bela Chatterjee. | Rs. 20,000/- |
| e) Rs. 10,000/- (Rupees Ten thousand) only
by Cheque No. 897471 dated 27.11.93
on Punjab National Bank, Ballygunj
Branch, Calcutta in favour of
Smt. Bela Chatterjee. | Rs. 10,000/- |

TOTAL

: Rs. 1,00,000/-

(RUPEES ONE LAKH ONLY)

Draft Settled by



(P. K. SEN)

Solicitor & Advocate
Supreme Court of India,
8/2, K. S. Roy Road,
Calcutta - 700 001.



Bsarkar.

Rama Banerjee

Bela Chatterjee

Witness - Anil Kumar Ghosh Chowdhury
4/c Bakulhayan Road, Calcutta - 700025
Nitya nanda Saha

THE UNIVERSITY OF CHICAGO



Registered In...
Book No...
Volume No... 338
Pages... 411-426
Being No... 16800
for the year... 1993

24: 14 :-

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DATED THIS 27th DAY OF NOVEMBER, 1993

DEED OF CONVEYANCE

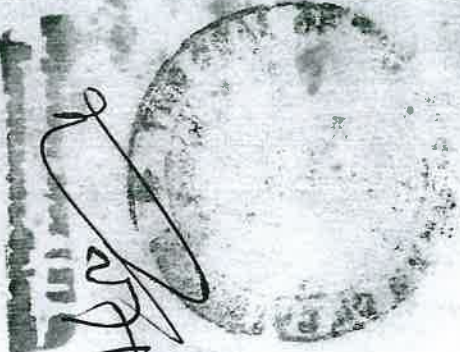
BETWEEN

ARDHENDU SEKHAR BANERJEE
ASHOK KUMAR BANERJEE
UMA (ALIAS SABITA) CHAKRABORTY
RAMA BANERJEE
BANI SARKAR
BELA CHATTERJEE..... VENDORS

AND

SUJIT KUMAR SINHA
DIYA SINHA..... PURCHASERS

24-5-94



P.K. SEN

Solicitor & Advocate
8/2, K.S. Roy Road,
1st. Floor, Room No. 16
Calcutta - 700 001.

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10/11