

3930

D 4789

5000Rs.



Under the Indian Stamp Act, 1899, as amended by W. Bengal Stamp Amendment Act 1912, Schedule IA No. 237, and also under Section 82 (1) of the Calcutta Improvement Act, 1911,

Stamp duty paid under the Stamp Act 1911, Additional duty under C.I. Act.

Payable amount

Total

Payable as under:-

1989-50

6-00

50-00

25-00

4-00

2074-50

THIS INDENTURE made this 27th day of April One Thousand

Nine Hundred and Eighty Four BETWEEN SURESH KUMAR NEOTIA, son of Late Babulal Neotia, by caste Hindu by occupation business and landholder residing at No.7/2, Queens Park, Calcutta, hereinafter referred to as the 'VENDOR' (which expression shall

unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and/or assigns) the party hereto of the FIRST PART AND

KALPANA SHREE INTERSTATE PRIVATE LIMITED, a Company Registered under the Companies Act, 1956 and having its Registered office

at..

I.T.C. trustee
indemnification fees

19561

4000

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4000/-

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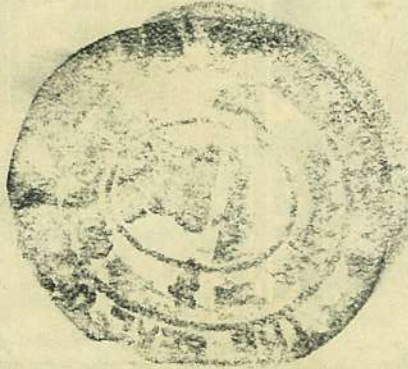
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N.S. Mullick Adv
1. B old Post Office St
Cal.

Col. Secretary
23.4.1984



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Rs - 33581 ~
Presented to Registrar of Assurances at 1.12.83
at the Registrar's Office on the 27.12.83
No. 27.12.83
Suresh Kumar Neotia
on the 27.12.83

1. Suresh Kumar Neotia
2. Vinod Kumar Neotia
3. Late Babu Lal Neotia
4. Harsh Neotia son of Vinod Kumar Neotia
5. Krishna Sibi Neotia
6. Suresh Kumar Neotia
7. Gayatri Devi Neotia
8. Suresh Kumar Neotia
all of 112, Queens Park, Cal.

Samir Chakraborty
80 Late P.K. Chakraborty
of 10, N.D.S.O. St. Cal
Nimra Surver
Samir Chakraborty

Suresh Kumar Neotia
2849
Vinod Kumar Neotia
2850
Harsh Neotia
2851
Krishna Neotia
2852
Gayatri Neotia
2853

Impression of the
if cutant is dispensed with
Registrar U/S (a) of
Assurances, Calcutta
27-4-84

5000Rs.



2.

Office at 119B, Chittaranjan Avenue Calcutta hereinafter

called the 'PURCHASER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its directors for the time being and -- successors-in-office and assigns) the party hereto of the

SECOND PART AND (1) VINOD KUMAR NEOTIA, son of the said Babulal

Neotia (2) HARSH K. NEOTIA, son of the said Vinod Kumar

Neotia, (3) SM. KRISHNA DEBI NEOTIA, wife of the said Vinod

Kumar Neotia and (4) SM. GAYATRI DEVI NEOTIA, wife of the said

Suresh Kumar Neotia, all by caste Hindu, all by occupation --

landholders and Housewife and all residing at No.7/2, Queens Park Calcutta, hereinafter jointly and severally referred to as the

'CONFIRMING PARTIES' (which term or expression shall unless

excluded by or repugnant to the subject or context be deemed

to mean and include their and each of their respective heirs,

executors, administrators, legal representatives and assigns)

the party hereto of the THIRD PART:

Whereas..

Handwritten signature

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Sold to N. C. Hullick Ader
 of 1-B old Post Office St.
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Calvin College

Treasury

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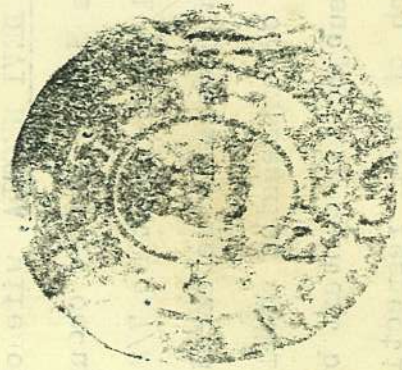
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Register U/S of
 Insurance, Ontario

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5000Rs.



3.

WHEREAS by an Indenture of Conveyance dated the 11th day of August, 1941 made between the Calcutta Credit Corporation Ltd., therein described as the Vendor of the One Part and Sm. Muni Devi therein described as the Purchaser of the Other Part and registered in the office of the District Registrar, --- 24-Parganas Alipore, in Book No. I, Volume No. 29, Pages 276 to ²⁸⁵ ~~289~~ being No. 1596 for the year 1941 the said Calcutta Credit Corporation Limited granted, sold, conveyed, transferred, --- assigned and assured unto the said Sm. Muni Devi of ALL THAT the piece or parcel of Mokarari land held in permanent tenure right in Poddar Park containing by measurement an area of 2 Bighas 1 Cottah 4 Chittacks and 20 Sq.ft. situate lying at and being portion of Tollygunge Municipal premises No. 183-B, Prince Anwar Shah Road and now known numbered and described as premises No. 381, Prince Anwar Shah Road (Poddar House) within the Municipality of Tollygunge, Calcutta more fully mentioned and described in the first Schedule thereunder written and hereinafter -- referred to as the 'said premises'

And..

Mr

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or 1 B old Post Office St.

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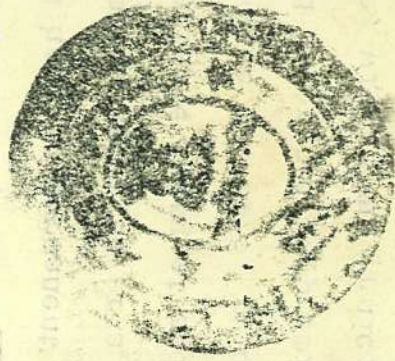
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Registered (2) •
Insurance, Ontario

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4.

AND WHEREAS the said Sm. Murni Devi died on the 11th day of May, 1955 leaving behind her a Will dated the 1st day of January 1954

AND WHEREAS under the said Will dated the 1st day of January 1954 the said Sm. Murni Devi appointed Janki Prasad Poddar and Hanuman Prasad Poddar as the Joint Executors to her said last Will and Testament and the said Will provided further inter alia that on the death of the said Sm. Murni Devi the said premises belonging to her and known as 'PODDAR HOUSE' situate at No.381-B, Prince Anwar Shah Road, within the Municipality of Tollygunge, Calcutta would pass to her two grandsons namely the said Suresh Kumar -- Neotia and Vinod Kumar Neotia in equal shares

AND WHEREAS on the death of the said Sm. Murni Devi the said executors Janki Prasad Poddar and Hanuman Prasad Poddar applied for Probate of the said Will to the High Court at Calcutta and were granted the Probate on the 10th day of July 1956

AND WHEREAS by a Deed of Release dated the 31st day of August 1956 and registered with Registrar of Assurance, Calcutta in Book No. I Volume No.100, Pages 289 to 292 and being No.4100 for the year 1956 ^{the said executors} released the said property to the said Suresh Kumar Neotia and

Vinod Kumar Neotia in equal shares

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W. C. Sullivan Adm

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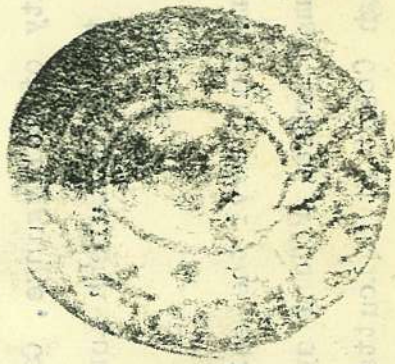
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Adm

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5.

AND WHEREAS by a Registered Indenture of Lease dated 25th September 1958 the said Vinod Kumar Neotia and Suresh Kumar Neotia have granted lease for a period of 21 years to Jagadish Prosad Bansal and Ramdas Bansal for the consideration and terms and conditions mentioned to the said lease

AND WHEREAS the said Jagadish Prosad Bansal and Ram Das Bansal were carrying on business under the name and style of G.K.Bansal & Co. as partners for the time being

AND WHEREAS by an Indenture of Conveyance dated the 31st March 1973 and made between the said Vinod Kumar Neotia therein described as the Vendor of the One Part and the Vendor herein therein described as the Purchaser of the Other Part and Registered in the Calcutta Registration Office in Book No. I Volume No. 94 at Pages 22 to 32 being No. ¹⁸⁹⁰~~1595~~ for the year 1973 the said Vinod Kumar Neotia granted sold conveyed transferred assigned and --- assured unto the Vendor herein his undivided one-half share in the said premises

AND WHEREAS by the said Indenture of Conveyance dated the 31st March 1973 the said Vinod Kumar Neotia transferred and conveyed

and ..

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6.

and intended to transfer and convey absolutely All his undivided onehalf share in All the buildings, structures and the land -- comprised in the said premises

AND WHEREAS the Vendor herein is the absolute owner of the said premises and message tenement and/or dwelling house constructed lying or situate thereon free from all encumbrances but subject to the said lease dated 25th September 1958

for AND WHEREAS despite the expiry of the said Lease dated the ~~26th~~ 25th September 1958 the said Jagadish Prasad Bansal & Ors. are continuing in possession of the said premises, claiming to be tenants thereof at a rent of Rs.725/-^{mon/k-ly} (Rupees Seven hundred and twenty five only)

AND WHEREAS on the expiry of the said lease dated 25th September 1958 the Vendor has filed a suit for ejectment and damages against the said Jagadish Prosad Bansal & Ors. for recovery of possession of the said premises in the Court of 4th Munsiff at Alipore being T.S.No.450 of 1979 (Suresh Kumar Neotia Vs. Jagadish Prosad Bansal & Ors.)

AND WHEREAS the said Title Suit is still pending before the 4th Court of the Munsiff at Alipore

And..

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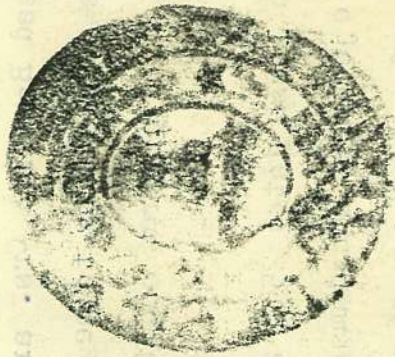
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7.

AND WHEREAS the Vendor is absolutely seized and possessed of the said premises subject to the pending litigation

AND WHEREAS the Vendor has agreed to sell to the purchaser All That piece or parcel of land measuring 19 Kottahs 11 Chittacks and 20 square feet more or less together with brick built building and structures standing thereon lying situate and being the -- demarcated ^{Soult,} ~~North~~, East and West portion of the premises No. 381, Prince Anwar Shah Tollygunge, Calcutta and fully described to the Second Schedule hereunder written at or for the price of --- Rs. 2,00,000/-- free from all encumbrances but subject to the --- pending occupation and litigation hereinabove mentioned

NOW THIS INDENTURE WITNESSETH that in pursuance of the said -- Agreement and in consideration of the said sum of Rs. 2,00,000/-- to the Vendor paid by the Purchaser at or before the execution of these premises the receipt whereof and that the same is in full payment of the consideration money the Vendor doth hereby as well as by the receipt her under written admit and acknowledge and of and from the same and every part thereof doth hereby and for every acquit release and discharge the Purchaser as well as the said All That piece or parcel of land measuring 19 Kottahs

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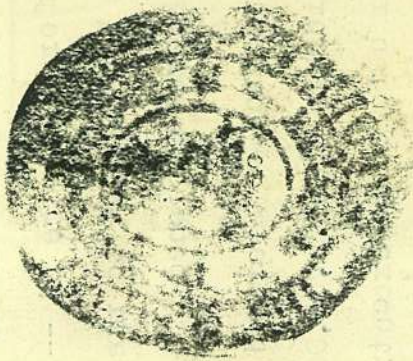
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 Bureau, California

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11 Chittacks and 20 Sq. feet more or less together with brick built building and structure standing thereon being demarcated ^{Souk,} ~~East and West~~ portion of the premises No. 381, Prince Anwar Shah Road, Calcutta fully described in the Second Schedule -- hereunder written and shown in the map or plan annexed hereto enclosed in blue border hereinafter called as 'demarcated portion of the said premises' the Vendor doth hereby grant, transfer, sell convey, assign and assure ^{and} the Confirming parties do hereby -- confirm unto the Purchaser free from all encumbrances All That demarcated portion described in the first Schedule hereto and hereafter called the demarcated portion of the said premises ^{of the} the Vendor in the said premises No. 381, Prince Anwar Shah Road, Tollygunge, Calcutta morefully mentioned and described in the first schedule hereunder written and herein called 'the said premises' OR HOWSOEVER OTHERWISE the said demarcated portion of the said premises now are or is or at any time heretofore were or was situate butted and bounded called known numbered described or distinguished TOGETHER WITH all those the buildings constructions and erections thereon AND TOGETHER WITH all and singular...

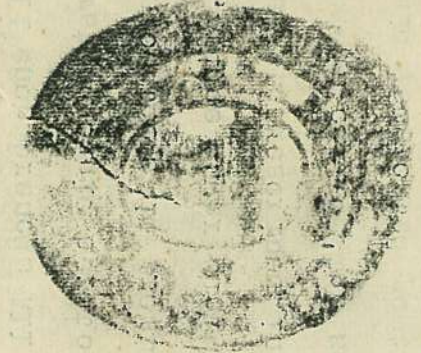
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Registrar J S (J) of
 Assurances, Calcutta,
 27-4-84



9.

singular the existing ways paths passages drains and all manner of former or other rights lights liberties easements privileges profits appendages and appurtenance whatsoever in the said -- premises belonging or any wise appertaining to or with the same or any ^{part thereof or at} ~~of the~~ any time heretofore were ^{beholden} ~~beholden~~ used -- ^{by} occupied or enjoyed or accepted reputed demand taken or known as part parcel or member thereof or appurtenant thereto with their and every of the appurtenances AND ALL the estate right title interest inheritance reversion and reversions remainders use trust possession property claim and demand whatsoever both at law or in equity of him the Vendor into out of and upon the said ^{demarcated portion of} ~~undivided one-half share~~ in the said premises and every part or parcel thereof with the appurtenances thereunto belonging TOGETHER WITH all deeds pattahs and muniments of title whatsoever relating thereto and concerning the said premises or any part thereof which now are or hereafter shall or may be in the -- custody possession or control of the Vendor or any person or -- persons from whom be may procure the same without action or suit TO HAVE AND TO HOLD the said demarcated portion of the said premises and every part thereof hereby granted sold conveyed or transferred assigned and assured or expressed or intended so to be with all right members and appurtenances thereunto belonging

in..

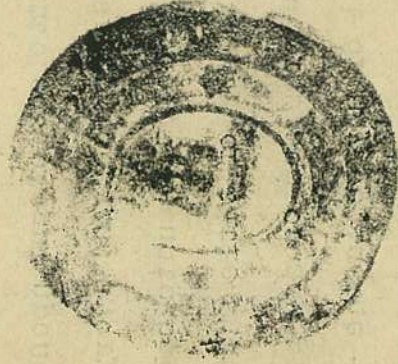
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 Registrars (2) of
 Assurances, Calcutta

27-4-84



10.

in respect of the Vendor unto and to the use of the Purchaser absolutely and for ever.

The Vendor Doth Hereby Covenant with the Purchaser as follows:-

- (a) That notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully and rightfully seized and possessed or of otherwise well and sufficiently entitled ^{to} ~~of~~ the said demarcated portion of the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be ~~and~~ ^{and} every part thereof for a perfect ~~and~~ ^{and} indefeasible estate of inheritance without any manner or conditions use trust encumbrances or otherwise whatsoever to alter defeat encumber or make void the same;
- (b) And That notwithstanding any act deed matter or thing whatsoever as aforesaid the Vendor now hath good right full power and absolute authority to grant convey transfer sell assign and assure All and singular the said demarcated portion of the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid;

(c)..

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Sold to N. C. Mulliken, Adm.
113 Old Post Office St.
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Calcutta Collectorate,
 Treasury.

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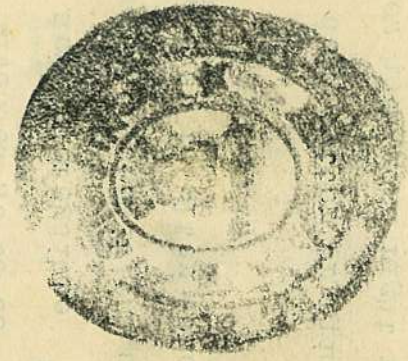
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Registrar U's (2) on
 Insurance, Calcutta

27-4-84



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c) And that the said demarcated portion of the said -- premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be is now free from all claims demands encumbrances lines attachments lease uses debutter or trust made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming through and/or in trust for him but subject to the pending litigation between the Vendor and the said Jagadish Prasad Bansal & Ors. And that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said demarcated portion of the said premises -- hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receiver the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Vendor or any person or persons having or lawfully or equitably claimings as aforesaid;

6/2
d) And that freed^{cleared}~~ed~~ and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances lines attachments lispens^{used}~~ed~~ debutter or trust claims and demands whatsoever created occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid;

(e)..

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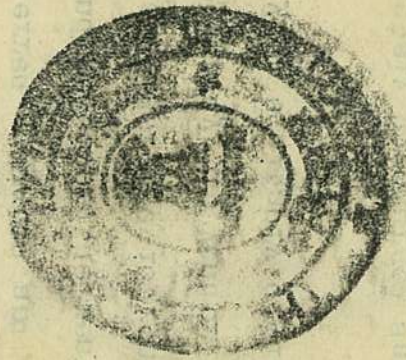
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Register of (2) or
Assurances, California

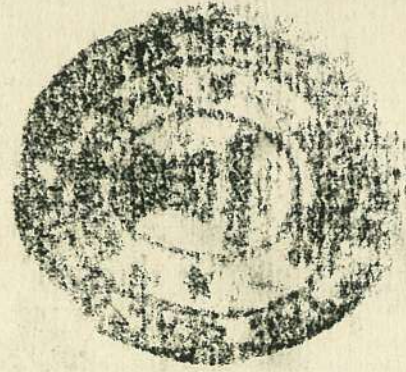
27-4-84

e) And further that the Vendor the Confirming Parties and all persons having or lawfully or equitably claiming any estate or interest in the said demarcated portion in the said premises or any part thereof from under or in trust for them shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done or executed all such acts deeds matters or things whatsoever for further betterment or more perfectly assuring the said demarcated portion in the said premises hereby granted sold conveyed transferred assigned and assured and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required;

f) And also that the Vendor hath not at any time done or execute or knowingly suffered or been party or parties ^{to} ~~any~~ any act deed matter or things whereby the said demarcated portion of the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of Mokarari land held in permanent tenure right in Poddar Park having an area of 2 Bighas 1 Cottah 4 chittacks and 20 Sq.feet more or less consisting of the plots Nos.87,88,89,90 and 91 in Poddar Park and included in and forming part of C.S.Plots Nos.710,711 Khatian No.643 and also portion of Dag No.706 Khatian No.640 J.L.No.39 R.S. No.42 with in Touzi No.151 of the Collectorate of Twenty four Parganas Mouja Ashokpur, Thana Tollygunge Pargana Khaspur, Sub-Registry...



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Registrar U/S (2) of
Assurances, Calcutta

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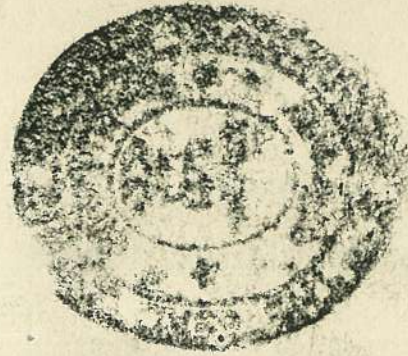
Sub-Registry Alipore, District Twenty-four Parganas and formerly a portion of Tollygunje Municipal premises No.183B, Prince Anwar Shah Road and now known numbered and described as premises No.381, Prince Anwar Shah Road (Poddar House) within the Municipality of Tollygunje and butted and bounded in the manner following that is to say:- On the North by Plot No.86 on the South by 22' feet wide Private Road on the East by Plots Nos. 74, 75, 92 and 93, purchased by Srimati Bhangwati Debi and on the West by 22' feet wide Private Road OR HOWSOEVER OTHERWISE the same now are or is or at any time heretofore were or was situate butted bounded called known numbered described and distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT demarcated East, West and South portion in the piece or parcel of Mokalari land held in permanent tenure right ^{own} Poddar Park having an area 19 Kotthas 11 Chittacks and 20 Sq. feet more or less together with brick built buildings and structures standing thereon consisting of Plots Nos.87, 88, 89 90 and 91 in Poddar Park and included in and part of C.S.Plots Nos. 710, 711, Khatian No.643 and also portion of Dag No.706 Khatian No.640 J.L.No.39 R.S.No.42 within Teuzi No.151 of the collectors of 24-Parganas Mouja Asokepur, Tollygunje, Parganas Khaspur, Sub-Registry Alipore, District 24-Parganas and -- formerly a portion of Tollygunje Municipal premises No.183B, Prince Anwar Shah Road and now known numbered and described as portion of premises No.381, Prince Anwar Shah Road (Poddar House) within the Municipality of Tollygunje and butted and bounded in the manner following that is to say:-

On..

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Registrar U.S. (2) a
Assurances, Calcutta

27-4-84

14.

On the North by: Portion of the premises No. 381, Prince Anwar Shah Road.

On the South by: 18' Wide Public Road.

On the East by : 10' Wide Road.

On the West by : 22' Wide Road.

and as shown in the map or plan annexed hereto and enclosed in green border. *There are three factory buildings and/or sheds constructed prior to 1958.*

May IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and years first above written.

SIGNED SEATED AND DELIVERED at

Calcutta in the presence of:-

1. *Nutan Chanan Mullick.*
Solicitor & Advocate.
13, old Post Office Street.
Calcutta.

2. *Panbaj Shroff*
Advocate,
10 Old Post Office Street,
Calcutta - 1

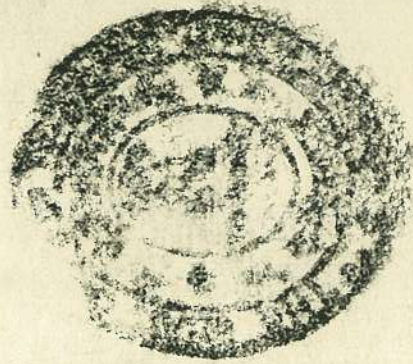
Jyeshth Kumar Neotia

Vinod Kumar Neotia

Hari Neotia

Moishina Neotia

Gayatri Neotia



✓

REGISTER U.S. CO.
SOUTHERN, CALIFORNIA

27-4-84

15.

RECEIVED on and from within named Purchaser
the within mentioned sum of Rs.2,00,000/-
(Rupees Two Lacs only) being the considera- Rs.2,00,000/-
tion money as per memo given below:-

MEMO OF CONSIDERATION:

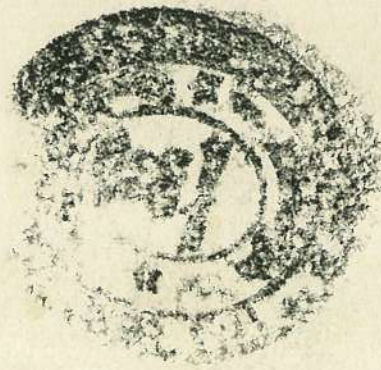
By Pay Order No.219/84-VB-79/002841
dated the 25th April 1984 of Vijaya
Bank ~~Bank~~, Alipore, Branch, Calcutta for Rs.2,00,000/-
(Rupees Two Lacs only)

Witnesses:-

1. Natarajan Mullik.

2. Pankaj Shroff

Govind Kumar Neotia



47
Registrar U.S. (2) in
San Francisco, California

27-4-84

Resd

Book No. 1
Volume No. 21
Pages 25 to 40
Being to 489
For the Year 1984

27/89

DATED THIS 27th DAY OF April. 1984.

641

MT

Mr. 808

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for Registrar U/S (2) of Insurance, Calcutta

24. 5. 84



BETWEEN

SURESH KUMAR NEOTIA .. Vendor

AND

KALPANA SHREE INTERSTATE PRIVATE LTD. ... Purchaser.

AND

VINOD KUMAR NEOTIA & ORS
Confirming Parties.

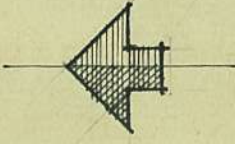
CONVEYANCE.

Mr. N.C. Mullick.
Advocate.
1B, Old Post Office Street,
Calcutta.

Registrar U/S (2) of Insurance, Calcutta

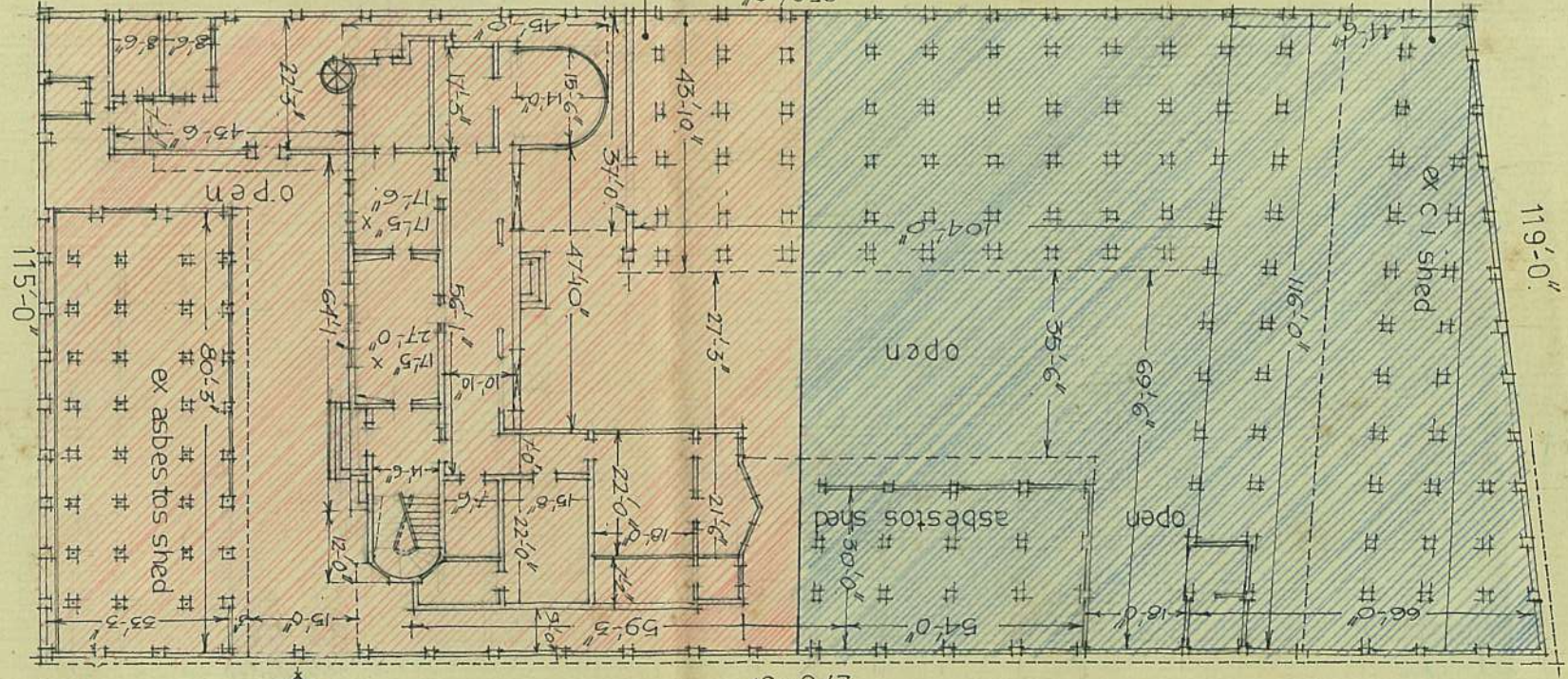
27-4-84

PLAN OF PRE. NO-381.
PRINCE ANWAR SHAH ROAD. CALCUTTA
SCALE 1" = 32' 0"



10'0" ROAD

AREA MARKED BLUE 19 KATINA II CHHATAK 20 SQ. FT. 256-0



22'-0" WIDE ROAD



18'-0" WIDE ROAD

119'-0"

Haur Nedia
 Kaishra Nedia
 Gayatri Nedia
 Kund Kunu Nedia
 Haur Kunu Nedia

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