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 KOLKATA COLLECTOR GENERAL

Sub-Registrar
 Alipore South 24 Parganas
 22/6/04

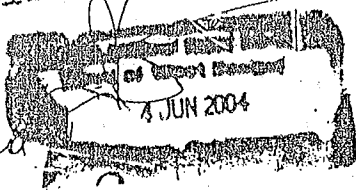
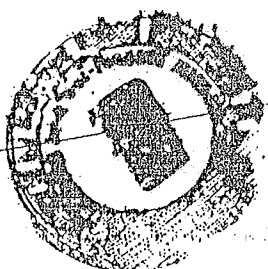
THIS INDENTURE / DEED OF SALE IS MADE

this 15th day of JUNE 2004, BETWEEN SMT. PUSHPA SWARUP, age 64 yrs, wife of Sri Virendra Swarup, of Krishn Kunj, Bedeshwar, Jamnagar - 361002, Gujrat, hereinafter called the SELLER of the ONE PART which expression shall hereinafter

and include her heirs, successors, administra-

Pushpa Swarup
 22/6/04
 Sub-Registrar
 Alipore South 24 Parganas

4/15
 6/55 A.M. C. No. 415
 Day of June 2004
 Addl. Dist. Su-Magistrate
 At Alipore, South 24-Parganas
 by Executant
 Chairman / one of the executant
 Chairman / Agent for
 Varma under a power of
 Attorney No. for 800.....
 attested by the



Pankaj Varma
 oo

For + on behalf of
 B. Ghosh & Co - Pvt Ltd
 Malika Varma
 Pooja Swarup
 N. N. Verma
 Sh. Swarup
 at Krishna Kanti
 Pata - Bada Bazar
 Medinipur
 Jamnagar 361002
 Gujarat

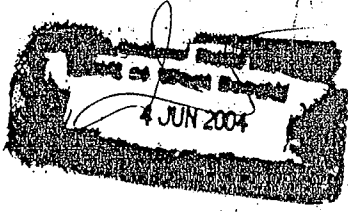
FOR & ON BEHALF OF
 B. GHOSH & CO. PVT. LTD.
 Pankaj Varma
 Director
 oo

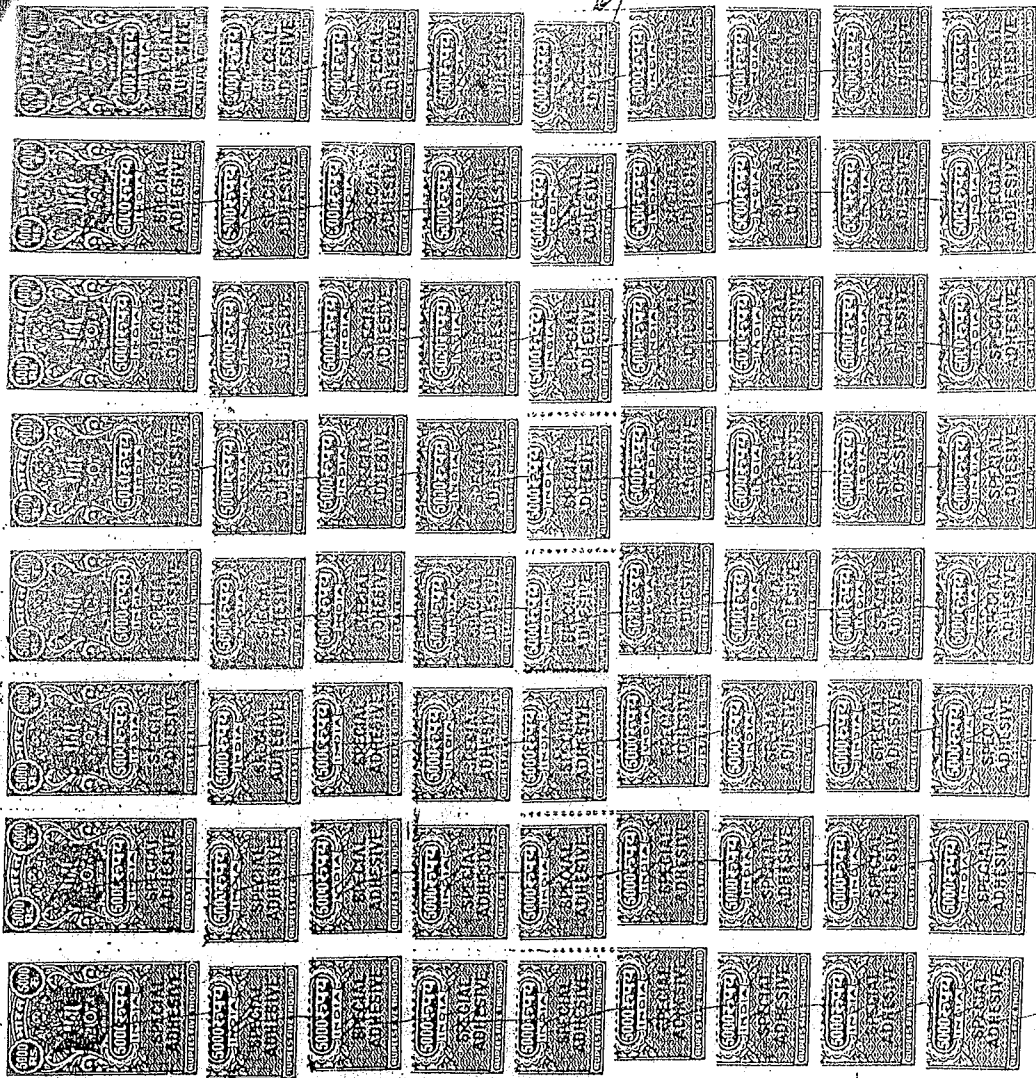
Arun Kumar Kan
 Advaca -
 32, Debench Ghosh Road
 Kool - 25
 W.O. 16/1/82
 Dist. Medinipur
 Jharkhand

Pooja Swarup

I identified by

 32, Debench Ghosh Road
 Kool - 25
 43/161/82



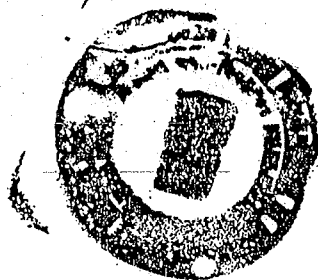


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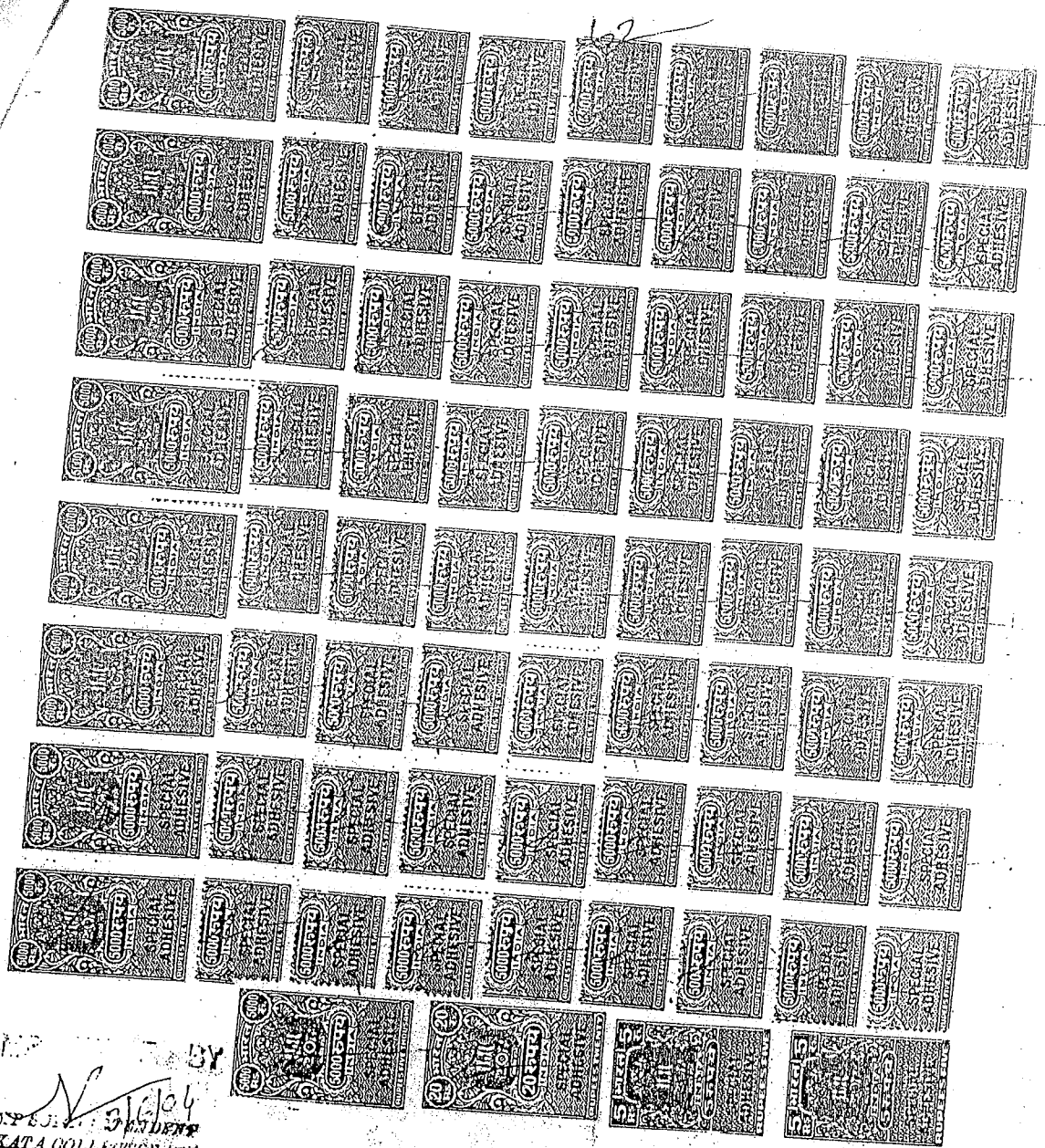
BY
3/6/04
KOLKATA COLLECTOR GENERAL

tors, executors, assigns and legal representatives
unless repugnant to the context thereof AND B. Ghose
& Co. (P) Ltd. situated at 19/1, Camac Street, Kolkata
700 017, hereinafter called the PURCHASER of
PART which shall hereinafter mean and
successors, executors,
tatives unless repugnant

rup



UNIVERSITY OF CALIFORNIA
LIBRARY
JUN 2006



STAMP BY

N. S. Sanyal
STAMP COLLECTOR
KOLKATA COLLECTORATE

to the context thereof. AND WHEREAS the Seller is lawfully seized and possessed of or otherwise well and sufficiently entitled, as its absolute owner, in fee simple, free from all encumbrances, to a house, & land appurtenant thereto, measuring about 6 cot - 12 ch - 25 sq. ft., being Municipal Premises No. 29 Sibnath Sastri Sarani, erstwhile numbered as 23A/77/1B, Diamond Harbour Road, Calcutta, & also

Pushpa Swarup



AMERICAN PEOPLE'S
UNION OF WOMEN ORGANIZATION
JUN 2004

known as 77-A, Block -E, New Alipore, Kolkata - 700 053, which is fully mentioned and described in the Schedule hereto & hereinafter referred to as the said property, being a portion of the original sub plot 'A', measuring a total ground area of 12.06 cottahs be the same a little more or less, in Plot No. 77, Block - E of the Hindusthan Co-operative Insurance Society (now Life Insurance Corporation of India) New Alipore Development Scheme XV.

AND WHEREAS the Seller verbally agreed to sell the said property, absolutely, to the Purchaser for a price of Rupees Eighty Seven Lacs, Fifty Thousand only after assessing the market value of the said property, now this deed witnesseth THAT in pursuance of the said consideration of the sum of Rupees Eighty Seven lacs, Fifty thousand only already paid by the Purchaser to the Seller, the receipts whereof the Seller hereby admits & acknowledges as per memo of consideration below, & of from the same releases & discharges the purchaser & the said property, & with the execution of these presents, the said

Pushpa Swarup

4 JUN 2004

Seller as beneficial owner does hereby grant, convey, sell, transfer, assure and assign unto and to the use of the said purchaser free from all encumbrances, All that the house with compound, boundary wall, kitchen garden, garage and appurtenances belonging thereto commonly called premises No. 77-A, Block - E, New Alipore, Kolkata - 53, measuring more or less 6 cottah - 12 ch - 25 sq.ft, butted and bounded on the South by Premises No. 77/1A, Block - E, New Alipore, on the East by Premises No. 76, Block - E, New Alipore, on the North by 40 feet wide Sibnath Sastri sarani and on the West by Premises No. 77/4, Block - E, New Alipore, Kolkata - 53, the property is more particularly delineated and coloured RED in the map or plan hereto annexed.

NOW THIS INDENTURE WITNESSETH that the Commissioners of the Port of Calcutta hereinafter called the "COMMISSIONERS" were seized and possessed of and were at all material times absolutely entitled to amongst other lands a plot of land measuring about 603 bighas 18 cottahs more or less in

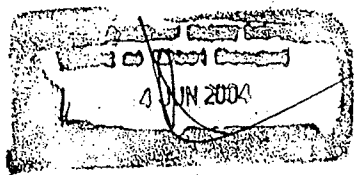
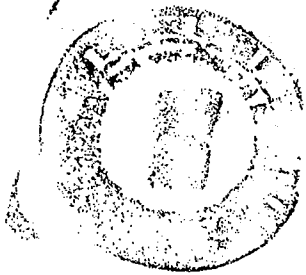
Pushpa Swarup

4 JUN 2004

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Shahpur being a portion of Port Commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah within Municipal Limits of the Corporation of Calcutta AND WHEREAS the General Electric Co. Ltd., a company incorporated in England and having its registered office at Magnet House, KingsWay, London. W.C. 2, England, were seized and possessed of and were at all material times absolutely entitled to a plot of land being another portion of the Port Commissioners' surplus land measuring 4 bighas 11 cottahs more or less on the Shahpur Road within the Municipal Limits of the Corporation of Calcutta by Purchase from the Commissioners AND WHEREAS out of the said lands the Hindusthan Co-operative Insurance Society Limited, a joint stock company incorporated under the Indian Companies Act. and having its registered office at No. 4, Chittaranjan Avenue in the town of Calcutta which is hereinafter referred to as "the society" is now seized and possessed of and otherwise absolutely entitled to more or less 578 bighas, (the remaining 30 bighas 20 cottahs more or less having been acquired by the government under declaration no. 2068 LA

Pushpa Swarup



dated 20-2-42) having acquired the same by purchase from the said commissioners by two Indentures of Conveyance dated 23rd day of February 1940 and the 5th day of March, 1942 and registered at the District Sub-Registry Alipore in Book I, Volume No. 13 at pages 189 to 194 being No. 563 for the year 1940; and Book I, Volume No. 30 at pages 129 to 136 being No. 708 for the year 1942, respectively and made between the said commissioners of the One Part and the said society of the other part and also from the said General Electric Co. Ltd. by an Indenture of Conveyance dated the 4th day of October 1939 and registered in Book No. I, Volume No. 81, pages 202 to 205, being No. 3534 of the year 1939 District Sub-registry Alipore and made between the said Electric Company of the One Part and the said Society of the Other Part AND WHEREAS the Society decided to and did level the said lands, open out roads and sub-divide the same into small plots or sites in different Blocks suitable for residential purposes under a scheme being its New Alipore Development Scheme No. XV and offered for sale such plots as aforesaid.

Pushpa Swarup



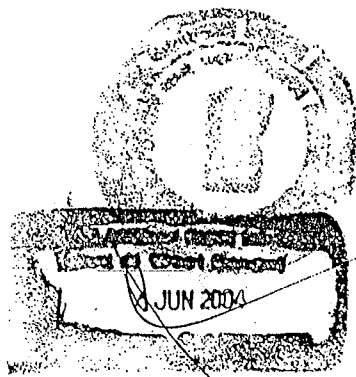
UNITED STATES COAST GUARD
4 JUN 2004

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AND WHEREAS in pursuance of such Development Scheme on 27th day of December One Thousand Nine Hundred and Fifty Smt. Homa Rajya Lakshmi Devi wife of Sri Bhagta Bahadur Shah by caste Hindu by occupation land holder of 29, Theatre Road Calcutta, purchased in consideration of the sum of Rs. 1,90,894-8-0 (Rupees One Lakh Ninety Thousand Eight Hundred, Ninety Four and annas Eight only) from the Society ALL THAT the piece or parcel of revenue free land being Plot No. 77, Block No. "E" of the Society's New Alipore Development Scheme No. XV measuring 45.65 cottahs be the same a little more or less situated lying at and being a portion of Port commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah in Mouza Shahpur and Chetla Thana Alipore, Registration District Alipore, District 24 Parganas within the Municipal Limits of the Corporation of Calcutta.

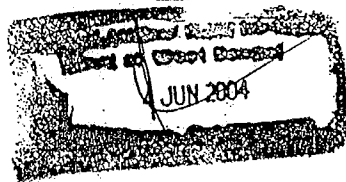
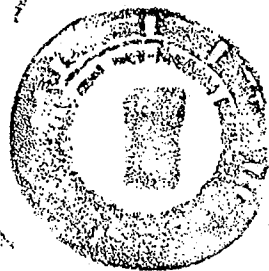
THIS INDENTURE FURTHER WITNESSETH
THAT through an indenture made on twelfth day of

Pushta Swarup



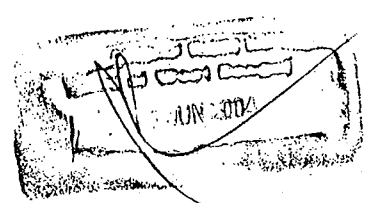
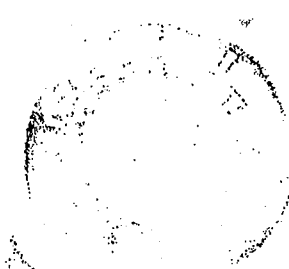
April, One Thousand nine hundred and fifty four BETWEEN the aforesaid Srimati Homa Rajya Lakshmi Devi wife of Mr. Bhagta Bahadur Shah residing at No. 29, Theatre Road, in the town of Calcutta by caste Kshatriya Hindu by occupation Land Holder hereinafter called the Vendor of the First Part which term or expression shall unless excluded by or repugnant to the context be deemed to include her heirs executors, administrators and legal representatives AND Bhagat Bahadur Shah son of Lt. Col. Bahadur Shah residing at No. 29, theatre Road in the town of Calcutta by caste Kshatriya Hindu by occupation Landholder (herein after called the Confirming party) of the Second Part AND Dharam Chand Jain, son of Late Rai Bahadur Sakhi Chand residing at No. 1, Sambhu Mullick Lang, in the town of Calcutta, by caste Jain by occupation Land holder (hereinafter called the Purchaser which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) AND WHEREAS the purchaser had requested the vendor to convey the said premises to him & his nominees

Ch. Pushpa Swarup



by five several conveyances, & whereas the said Vendor had accordingly divided all that the piece and parcel of abovementioned revenue free land being Plot No. 77 Block 'E' of the society's New Alipore Development Scheme No. XV measuring 45.65 cottahs be the same a little more or less situated lying between Diamond Harbour Road and Tolly's Nullah in Mouza Shahpur and Chetla Thana Alipore, Registration District Alipore, District 24, Parganas within the Municipal Limits of the Corporation of Calcutta into five sub-plots namely, sub plot 'A' containing an area 12.03 cottahs, sub-plot 'B' containing an area of 7.62 cottahs, sub-plot 'C' containing an area of 9.27 cottahs, sub-plot 'D' containing an area of 7.87 cottahs, sub Plot 'E' containing an area of 8.86 cottahs AND WHEREAS the Purchaser has requested the Vendor to convey to him the Sub Plot 'A' at a price of Rs. 27,801/- (Rupees Twenty Seven Thousand Eight Hundred and One only). In pursuance of the said agreement and in consideration of the sum of Rs. 14,901/- (Rupees Fourteen Thousand Nine Hundred and One only) paid to the Vendor by the Purchaser at or immediately before the ex-

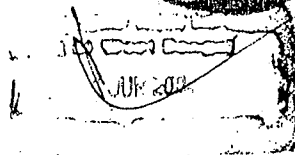
Pushpa Swarup



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ecution of these presents and of the sum of Rs. 12,900/- (Rupees Twelve Thousand and Nine Hundred) only retained by the Purchaser in his hands for payment of the proportionate share of the principal sum payable under a mortgage in favour of the Hindusthan Co-operative Insurance Society Ltd. making a total of Rs. 27,801/- (Rupees Twenty Seven Thousand Eight Hundred and One only) on receipt where of the Vendor did hereby admit and acknowledge and of and from the same and every part did acquit, release and discharge the Purchaser and also the said property, she the Vendor did by these presents indefeasibly grant convey sell and transfer and the confirming party did hereby confirm unto the Purchaser his heirs, exeuctors, administrators, representatives and assigns free from all encumbrances except the mortgage dated the 27th day of December 1950 to the extent of Rs. 12,900 (Rupees Twelve Thousand and Nine Hundred only), All that piece and parcel of revenue free land being sub-plot 'A' in Plot No. 77, Block 'E' of the Hindusthan Co-operative Insurance Society's New Alipore Development Scheme No. XV measuring 12.03 cottahs be the

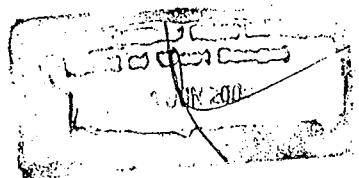
Rushpa Swarup



same a little more or less situated lying at and being a portion of Port commissioner's surplus land lying between Diamond Harbour Road and Tolly's Nullah in Mouza Shahpur and Chetla Thana Alipore Registration District Alipore in the District of 24 Parganas within the Municipal Limits of the Corporation of Calcutta.

THIS INDENTURE FURTHER WITNESSETH
THAT through an indenture made on thirty first day of August 1955 BETWEEN the aforesaid Sri Dharam Chand Jain, son of Late Rai Bahadur Sakhi Chand residing at No. 19 Rajani Sen Road in the town of Calcutta by caste Jain and by occupation Land Holder (hereinafter called the Releasor, which form or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators representatives and assigns) executed a deed of release in favour of Srimati Pramila Devi wife of the said Dharam Chand Jain of the same place caste and occupation called the Releasee (which term or expression shall unless excluded by or repugnant to the context be deemed to include her

Pushpa Swarup

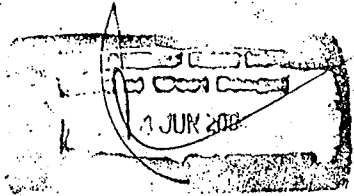


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heirs executors administrators representatives and assigns and survivor or survivors), in respect of the land referred to All that the piece and parcel of revenue redeemed land being a part or portion of the aforesaid Sub Plot 'A' in Plot No. 77, Block E of the Hindusthan Co-operative Insurance Society's New Alipore Development Scheme No. XV measuring 5 cottahs 4 chattaks and 18 sq.ft. be the same a little more or less situated lying butted and bounded on the north by the remaining portion of the land comprised in the aforesaid Sub Plot 'A', on the East by portion of the Plot No. 76 of the aforesaid Scheme, on the West by Plot No. 77B referred to in the Indenture of Conveyance of the 12th April 1954, and on the South by 60 feet wide connector Avenue Road between Shahapur Rd & Tollygunge Circular Rd, thus leaving an area of 6 cot- 12 ch- 25 sq ft, numbered as Plot 77 A, also known as 77/1B, Block E, New Alipore, since numbered by Kolkata Municipal Corporation from 6-3-85 as 29 Sibnath Sastri Sarani, more particularly described in the schedule below .

AND WHEREAS Dharam Chand Jain had built

Pushpa Swarup

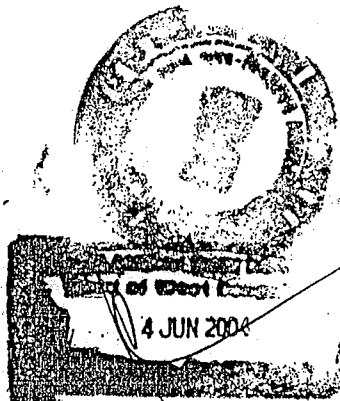


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up a two storeyed Building at the same plot no. 77/1B, Block E, New Alipore, after proper permission from Kolkata Municipal Corporation vide sanctioned plan no. 109 dtd. 18/5/55 of Building Department, District IV.

AND WHEREAS the aforesaid Dharam Chand Jain son of Late Rai Bhadur Sakhichand Jain, residing at No. 77A New Alipore Block -E, Calcutta - 33, by occupation Land Holder, through his last will made on 27.09.61 declared that he revoked all this former wills codicils and other testamentary dispositions heretobefore made by him and further declared that he had no issue and his wife Smt. Promila Devi was his only heiress after his death according to law. As he had no son or daughter both he and his wife have brought up educated and looked and maintained and looked upon Smt. Pushpa Devi who is the Second daughter of his natural brother Sri Mahabir Prasad Agarwalla, adopted son of Chunilal Agarwalla, since she was about 2 years 6 months of age as their own daughter and both he and his wife have treated her as their own daughter and child and

Pushpa Swarup



4 JUN 2004

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he had given her in marriage with Sri Virendra Swarup at his own expenses. Both he and his wife called their daughter Pushpa, who has two sons, Sanjiv Swarup and Sharad Swarup. They were extremely fond of him and he had greatest love and affection for them. Smt. Pushpa was living at premises No. 88/S, Block - E, New Alipore, Calcutta - 33 situated opposite to his said residence. Both Smt. Pushpa and her husband had been looking after him and his wife as their own parents. Through his last will, the said Dharam Chand Jain appointed his wife Smt. Promila Debi and his daughter Smt. Pushpa Swarup as the executrices and the Trustees of his will thereby providing and directing that after his death his wife Smt. Promila Devi shall use one floor of the said Premises No. 77A, New Alipore, Block - E, Cal - 33 for the purpose of her residence during her life and shall also allow the said Smt. Pushpa Swarup her husband and her children to reside in the said floor provided Smt. Pushpa Swarup and her husband look after his wife as they were doing then. It was further provided that after the death of his wife Smt. Promila Debi, he gives devises and be-

Pushpa Swarup



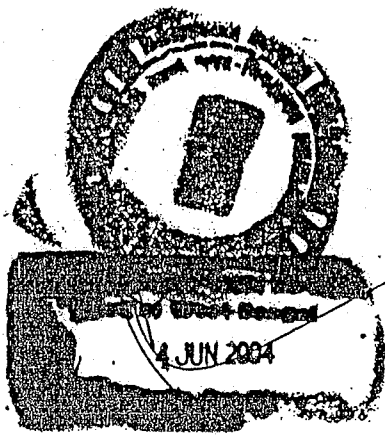
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JUN 2004

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queaths all his properties to his daughter the said Smt. Pushpa Swarup including the rest and residue of his estate and Smt. Pushpa will be absolutely entitled to the same.

AND WHEREAS the said Dharam Chand Jain died on 28th September 1961. Thereafter, on 27-4-71, the Will was proved (in solemn form) & registered before the Hon'ble High Court at Kolkata, which ordered that the administration of the property and credits of the said deceased and in any way concerning his last will was granted to Smt. Pushpa Swarup residing at 77-A, New Alipore Block - E, Cal - 33 and Smt. Pramila Debi by occupation land holder residing at 77-A, Block - E, New Alipore, Cal - 33 aforesaid the executrices in the said Will named with effect throughout the whole of the Union of India they having undertaken to administer the said property and credits and to make a full and true inventory thereof, & exhibit the same & also to render a true account of the said property & credits in the Court within 6 months or further time as the Court may appoint. Finally the probate was granted on 23/5/77,

Pushpa Swarup



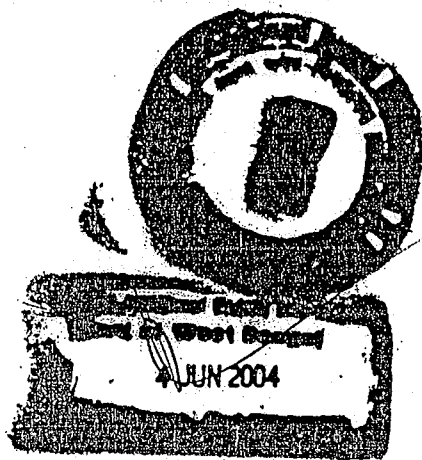
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AND WHEREAS Smt. Pramila Jain died on 23 September 1978 and thereby Smt. Pushpa Swarup became the absolute owner of the said premises.

AND WHEREAS the Seller has since duly mutated the property in her name before the Kolkata Municipal Corporation vide assessee no.11-081-25-0030-2.

AND THIS INDENTURE FURTHER WITNESSETH that the Seller doth hereby hand over vacant & peaceful possession of the property, which the Purchaser doth duly receive fully & absolutely, and that all that right, title, interest, claim and demand whatsoever of the seller into or upon the same and every part thereof: To have and to hold the same unto and to the use of the Purchaser absolutely and for ever together with the title deeds, and any other evidences of title, and the Seller does hereby covenant with the Purchaser company, (herein being represented by Smt. Malika Varma, as Director of, & on behalf of B. Ghose & Company Pvt. Ltd. situated at

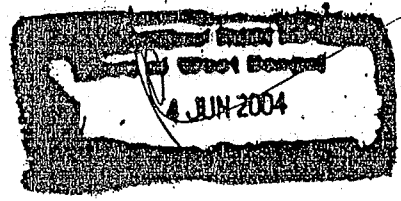
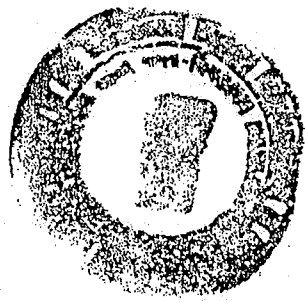
Pushpa Swarup



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19/1, Camac Street, Kolkata - 17, that notwithstanding any acts, things or deeds hereto before done or executed or knowingly suffered to the contrary, the Seller is now lawfully seized and possessed of the said property free from any encumbrances, attachments or defects in title whatsoever and that the Seller has full power and absolute authority to sell the property in the aforesaid manner, AND the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property without any interference, claim or demand whatsoever from the Seller or any one claiming through or under her, & FURTHER that the Seller covenants with the Purchaser to save harmless, indemnify & keep indemnified the Purchaser from all encumbrances, equities & charges on the said property, AND IN TURN, the Purchaser doth also covenant with the Seller to henceforth & irrevocably save harmless, indemnify and keep indemnified the Seller from ALL equities, expenses, costs, claims, liabilities, legal proceedings under any law, taxes, charges whatsoever levied & payable to any Central or Local Government or bodies or to

Pushpa Swarup



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Kolkata Municipal Corporation, & including all stamp duty liabilities payable to Registrar of Assurances or other authorities, pertaining to past, present, or future, including but not limited to contingent or third party claims, arising out of, or due or payable for, the said property, and the Seller further covenants with the Purchaser that she shall, by herself or through her specifically appointed attorney, being her second son, Sri Sharad Swarup, at the request and costs of the Purchaser cause to, &/or, do and execute all such lawful acts, things and deeds whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent & meaning of this deed.

THE SCHEDULE OF PROPERTY

REFERRED TO

ALL THAT the piece & parcel of the revenue free land with boundary wall, and two storeyed building thereon, being constructed in about the year 1957, with about 2500 sq. ft. plinth, total covered area be-

Pushpa Swarup



4 JUN 2004

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ing approximately 5000 sq.ft., numbered as 29 Sibnath Sastri Sarani, erstwhile known as 77/1B, Block E, New Alipore, commonly called premises No. 77-A, Block - E, New Alipore, Kolkata - 53, measuring more or less 6 cottah - 12 ch - 25 sq. ft., be the same a little more or less, bearing Kolkata Municipal Corporation assessee no. 11-081-25-0030-2, situated lying between Diamond Harbor Rd and Tolly's Nullah in Mouza Shahpur in Chetla Thana Alipore, Registration District Alipore, District 24 Parganas (South), butted and bounded

ON THE NORTH:- by 40 feet wide Sibnath Sastri Sarani,

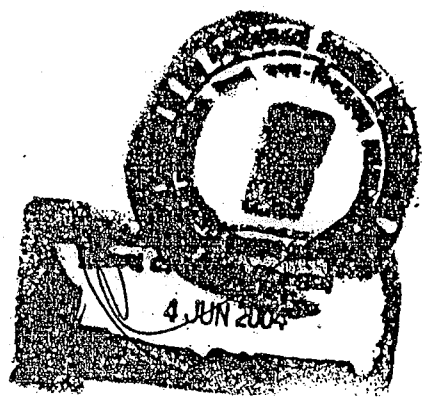
ON THE EAST :- by Premises No. 76, Block - E, New Alipore,

ON THE SOUTH:- by premises No.30 Sibnath Sastri Sarani, also known as 77/1A, Block - E, New Alipore,

ON THE WEST:- by Premises No. 77/4, Block - E, New Alipore, Kolkata - 53,

the property is more particularly delineated and coloured RED in the plan hereto annexed.

Pushpa Swarup

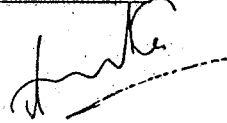


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IN WITNESS WHEREOF, the Seller and the Purchaser hereunto have signed this indenture on the day and the year first herein above written.

Signed, Sealed and delivered
by the within named Vendor
in the presence of
WITNESSES:

1.



ARUN KUMAR KAR
Advocate
32, DEBENDRA GHOSH ROAD
KOLKATA-700 025
Regd NO :- WB/161/82

Pushpa Swarup

SIGNATURE OF THE VENDORS

FOR & ON BEHALF OF
B. GHOSE & CO. PVT. LTD.

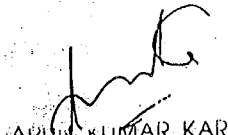
Narbhava Varma
Director

SIGNATURE OF THE PURCHASER

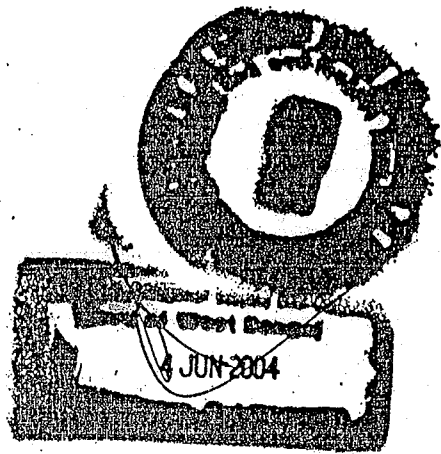
2. *Sharad Swarup*

(SHARAD SWARUP)
77A, Block E,
New Alipore,
Kolkata-700053

Identified by me.



ARUN KUMAR KAR
Advocate
32, DEBENDRA GHOSH ROAD
KOLKATA-700 025
Regd NO :- WB/161/82



8/7

MEMO OF CONSIDERATION


<u>CHQ NO.</u>	<u>DATE</u>	<u>NAME OF THE BANK</u>	<u>AMOUNT</u>
763433	27-4-04	Standard Chartered Bank	Rs.50,00,000/-
614662	7-5-04	Vijaya Bank	Rs.37,50,000/-
Total			Rs.87,50,000/-

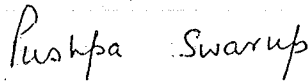
(Rupees Eighty Seven Lacs, Fifty thousand only)

Signed, sealed & delivered :

WITNESSES:

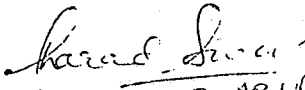
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ARUN KUMAR KAR
Advocate
32, DEBENDRA GHOSH ROAD
KOLKATA-700 025
Regd NO :- WB/161/82

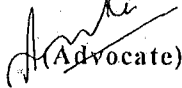


SIGNATURE OF THE VENDOR

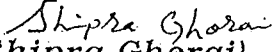
2.


SHIKHA D SWARUP
77A, Block E, Near Alipore
Kolkata - 53

Drafted and Prepared by me


(Advocate)

Computer Print by :

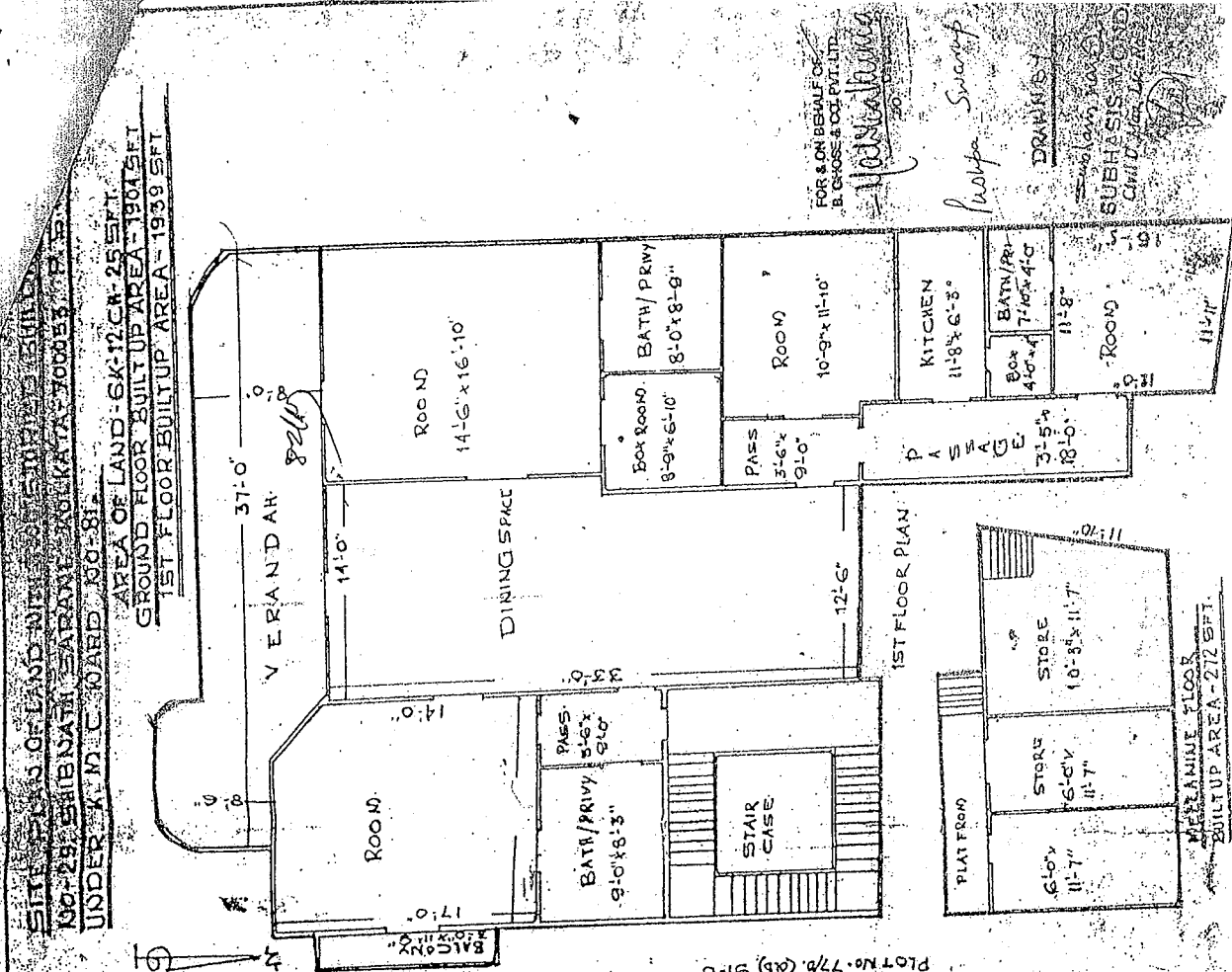

(Shipra Ghora)
(DEB XEROX)
Alipore Police Court
P.H-2479 3638
Mobile- 9831188103

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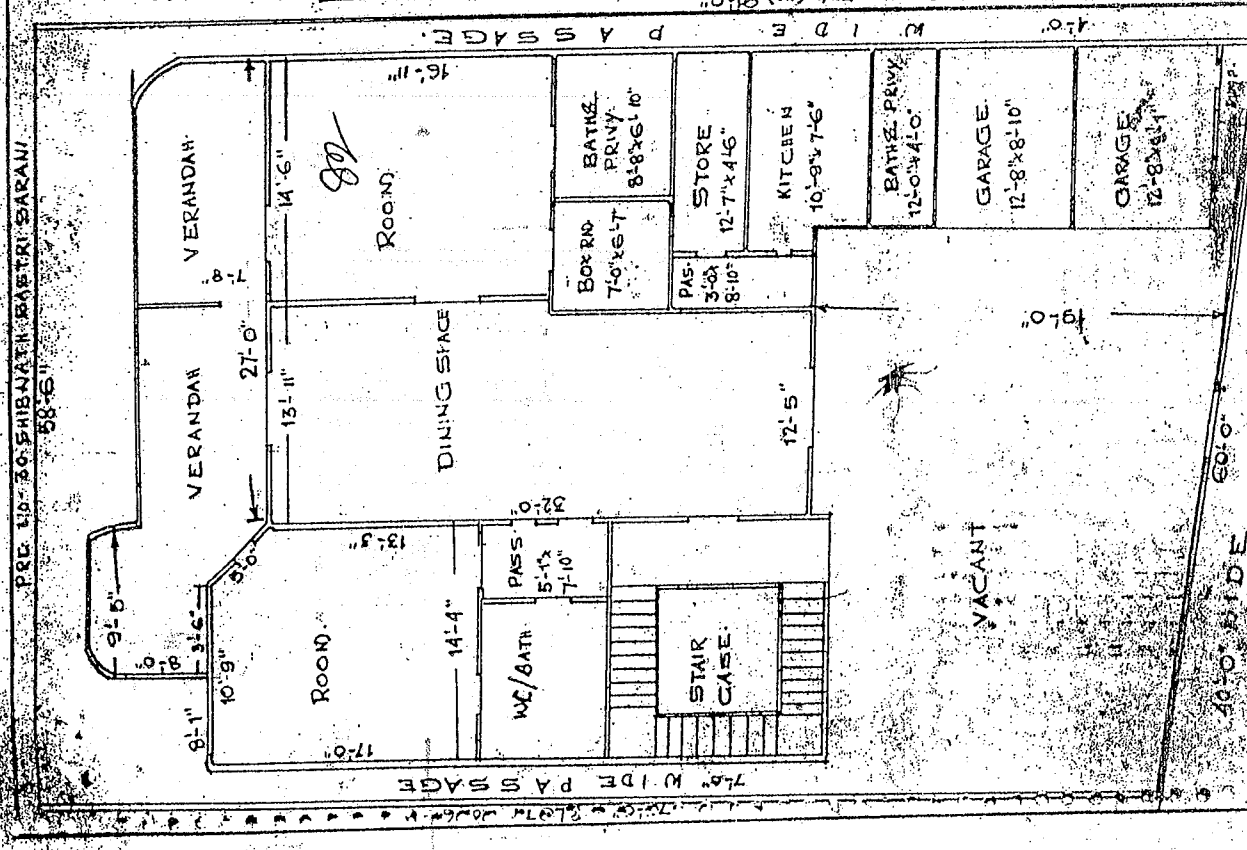
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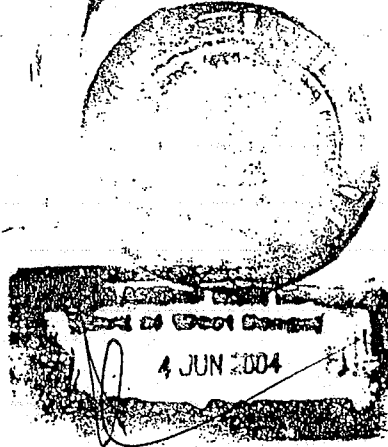


FOR & ON BEHALF OF
 B. GOSWAMI & CO. PVT. LTD.
 10, NAGARHATA
 Puripala Swamif
 DRAWN BY
 SUBHISIS SINGH
 CIVIL ENGINEER



6.12.25

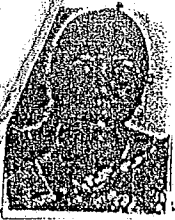
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left hand

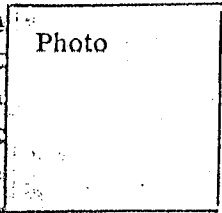


right hand



Name... PUSHPA SWARUP

Signature... Pushpa Swarup



left hand

right hand

81

Name.....

Signature.....



left hand

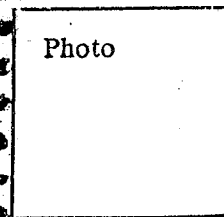


right hand



Name... MALIKA VARMA

Signature... Malika Varma

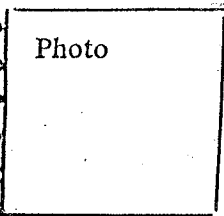


left hand

right hand

Name.....

Signature.....



left hand

right hand

Name.....

Signature.....

