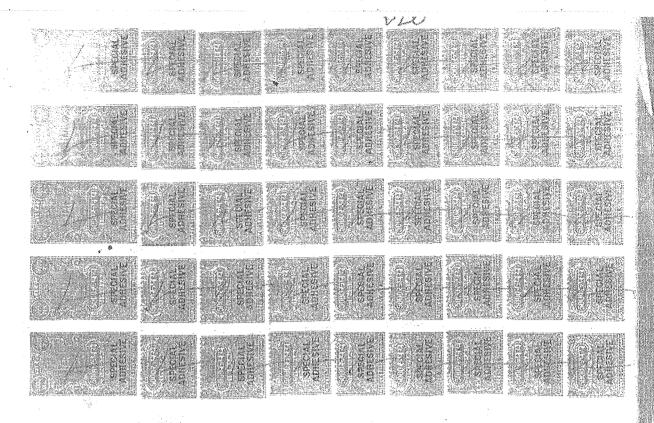


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inafter called the <u>PURCHASER</u> of the <u>OTHER PART</u> which shall hereinafter mean and include the administrators, successors, executors, assigns, and legal representatives unless repugnant to the context thereof. <u>AND WHEREAS</u> the Seller 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 vacant land, measuring about 5 cot - 4 ch - 18 sq. ft., with boundary wall, being Municipal Premises No. 30 Sibnath Sastri Sarani, erstwhile numbered as 23A/77/1A, Diamond Harbour



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the West by Premises No. 77/B, Block - E, New Alipore, Kolkata - 53, the property is more particularly delineated and coloured ...... 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 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, Kings Way, 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





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by Purchase from the Commissioners AND WHEREAS out of the said lands the Hindusthan Cooperative 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 duted 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

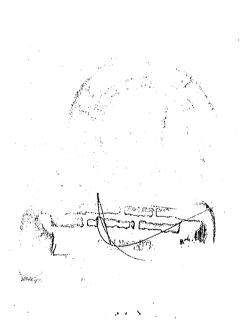


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to 205, being No. 3534 of the year 1939 District Subregistry Alipore and made between the said Electric
Company of the One Part and the said Society of the
Other Part AND WHEREAS the Society decided to
and did level the said lands, open out roads and subdivide 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.

AND WHEREAS in pursuance of such Development Scheme on 27th day of December One Thousand Nine Hundred and Fifty Smt. Homa Rajya Lakhsmi 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 por-

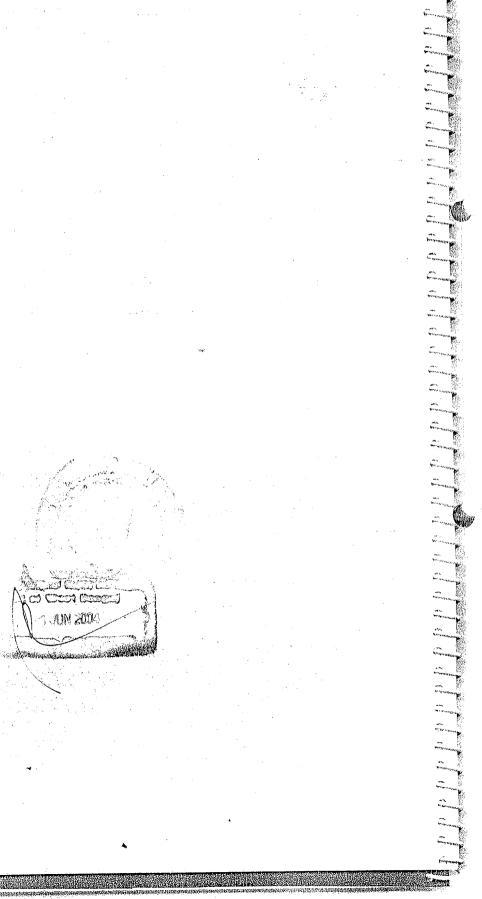


tion of Port commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah in Mouza Shahpur and Chetla Thana Alipore, Registration District Alipore, District 24 Parganas within the Municipal Limits of the Corporation of Calcutta.

## THIS INDENTURE FURTHER WITNESSETH

THAT through an indenture made on twelfth day of April, One Thousand nine hundred and fifty four BE-TWEEN 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 Bhugat 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 Lundholder (herein after called the Confirming party) of the Second Part AND Dharam Chand Jain, son of Late Rai Bahadur Sakhi Chand residing at

Pushfa Swary



No. 1, Sambhu Mullick Lane, 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 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 re-

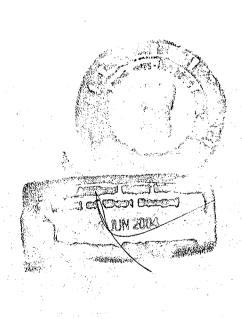
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quested the Vendor to convey to him the Sub Plot 'A' at a price of Rs. 27,801/- (Rupees Twenty Seven Thousand Eight Hundred and One only). In pursuance of the said agreement and in consideration of the sum of Rs. 14,901/- (Rupees Fourteen Thousand Nine Hundred and One only) paid to the Vendor by the Purchaser at or immediately before the execution 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 Cooperative 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 intent of Rs.

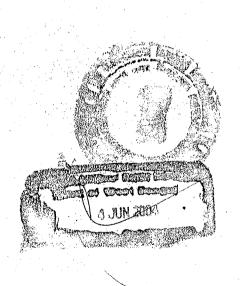
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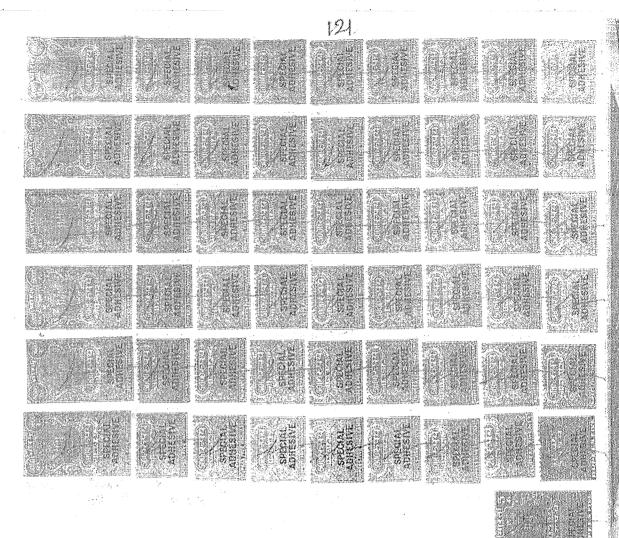
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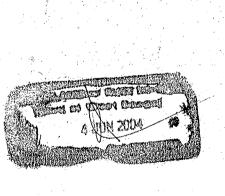


Road, Calcutta, & also known as 77-A, Block-E, New Alipore, Kolkata - 700 053, which is fully mentioned and described in the Schedule hereto & hereinafter referred to as the said property, being a portion of the original sub plot 'A', measuring a total ground area of 12.06 cottahs be the same a little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





AND WHEREAS the Sellers verbally agreed to sell the said property, absolutely, to the Purchaser for a price of Rupees Seventy lacs 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 Seventy lacs only aiready paid by the Purchaser to the Sellers, the receipts whereof the Sellers hereby admit & acknowledge, as per memo of consideration below, & of from the same release & discharge the purchaser & the said property, & with the execution of these presents, the said Sellers as beneficial owners do hereby grant, convey, sell, transfer, assure and assign unto and to the use of the said purchaser free from all encumbrances, All that the piece & parcel of the revenue free land with boundary wall, numbered as 30 Sibnath Sastri Sarani, also known as 77/1A, Block E, New Alipore, commonly called premises No. 77-A, Block - E, New Alipore, Kolkata - 53, measuring more or less 5 cottah - 4 ch - 18 sq. ft., butted and bounded on the North by Premises No. 77/1B, Block E, New Alipore, on the East by Premises No. 76, Block - E, New Alipore, on the South by 60 feet wide Tollygunge Circular Rd - Shahpur Rd connector Avenue and on

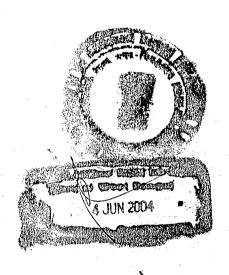


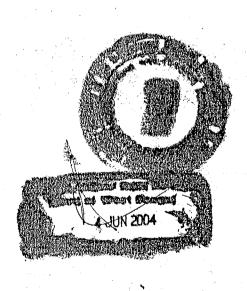
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12,900 (Rupees Twelve Thousand and Nine Hundred only), All that piece and parcel of revenue free land being sub-plot 'A' in Plot No. 77, Block 'E' of the Hindusthan Co-operative Insurance Society's New Alipore Development Scheme No. XV measuring 12.03 cottahs be the same or litle 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 <u>BETWEEN</u> 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) ex-

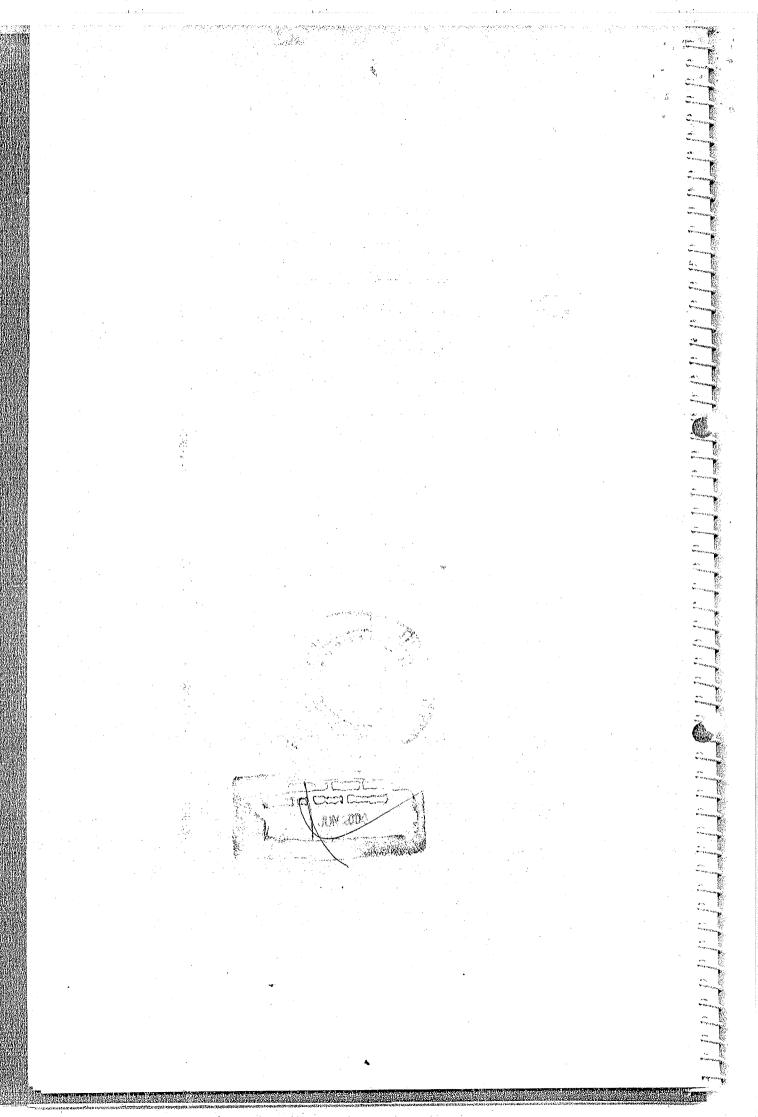




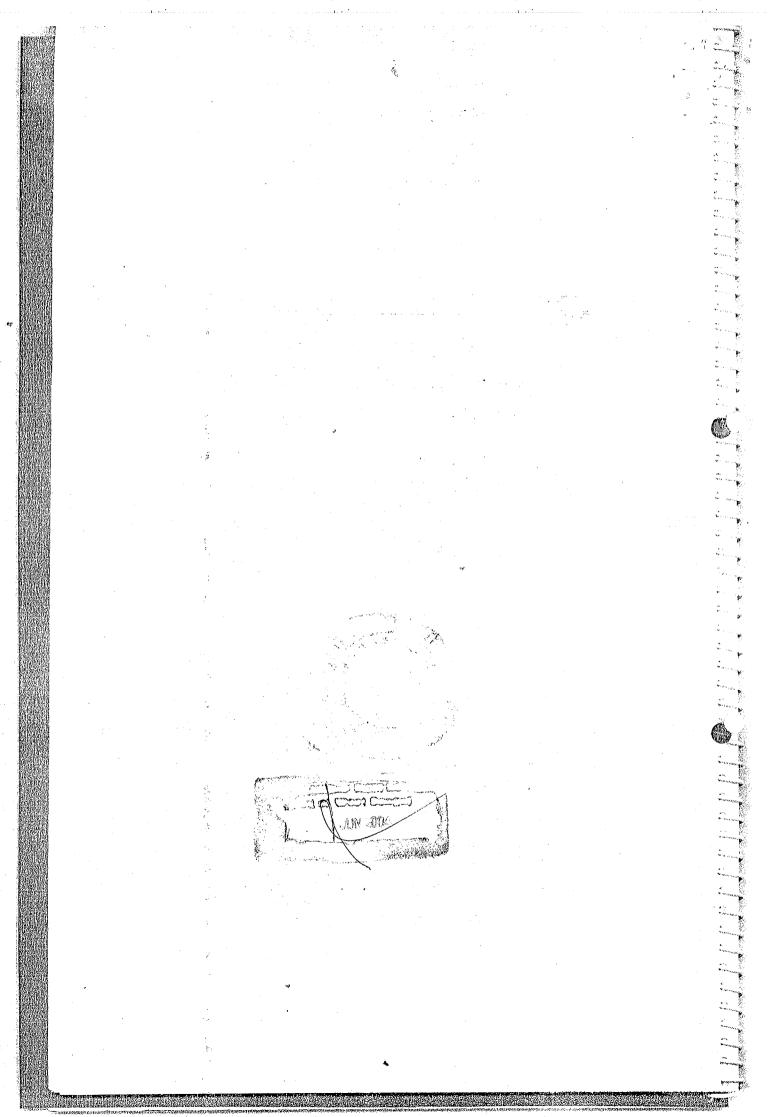
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Manny scribed in the schedule below . ..... (pg break)

AND WHEREAS by an indenture made on 27th day of September One Thousand Nine Hundred and Sixty One BETWEEN Smt. Promila Debi, wife of aforesaid Dharam Chand Jain residing at No. 77A, Block - E, New Alipore, Cal - 33, by caste Agarwalla, by occupation land holder (which term or expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators and representatives hereinafter referred to as the "SETTLOR" of One Part AND the said Dharam Chand Jain also residing at the said Premises, of the same caste and occupation, hereinafter referred to as the said TRUSTEE of the other part. WHEREAS the settlor is seized and absolutely possessed of or otherwise entitled to various immoveable and movable properties, monies, debts due on hundies, promissory notes, mortgages, hypothecations, agreements for sale, AND WHEREAS no son or daughter was born to the Settlor AND WHEREAS the said Settlor and her said husband have brought up educated, looked after and maintained and looked upon Smt.



Pushpa Swarup the second daughter of Mahabir Prasad Agarwal the natural brother of the said Dharam Chand Jain and adopted son of Chunilal Agarwal, deceased, as their own daughter since she was of about 2 years 6 months of age and have given her in marriage to Sriman-Virendra Swarup, son of Krishna Swarup at their own expense AND WHEREAS the said Smt. Pushpa Swarup is also very fond of and affectionate to both the said Settlor and her husband as if she were their own daughter AND WHEREAS the said Smt. Pushpa Swarup hath now two sons namely Sriman Sanjiv Swarup and Sriman Sharad Swarup of the respective ages of about 2 years 9 months and I year and eight months, by her husband the said Virendra Swarup and is residing with her husband and two sons as aforesaid at the house being Premises No. 88/S, Block - E, New Alipore, Calcutta - 33, situated opposite to the said residence of the Settlor aforesaid AND WHEREAS the said Smt. Pushpa Swarup and her husband aforesaid always look after the Settlor and her husband as their own parents and spend most of their time with the Settlor and her husband AND WHEREAS the said Virendra Swarup is now well placed and berthed in life and



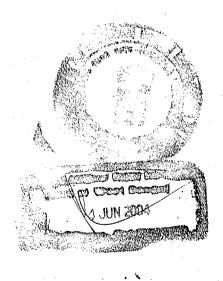
drawing a substantial salary from M/s. Jessop & Co. Ltd. as an officer thereof AND WHEREAS the said Settlor has great love and affection for Smt. Pushpa Swarup and her husband and her two sons as aforesaid AND WHEREAS the Settlor's husband, the said Dharam Chand Jain hath been for some time past ailing form various illness wherefore having apprehension over his continued good health and ability to manage and look after the properties and the said several suits / or legal proceedings in connection with the debts belonging to the Settlor and to conduct, prosecute and defend the said suits / or legal proceedings AND WHEREAS the said Dharam Chand Jain hath already made provision for the residence, maintenance and benefit of the Settlor, & the said Smt. Pushpa Swarup and her husband and her sons/ or other children to be born hereafter in his last will and testament of even date out of his own self acquired properties, AND WHEREAS the Settlor is now desirous of making same provisions for their said daughter Smt. Pushpa Swarup and her husband and her children out of some of her own properties AND WHEREAS the Settlor is absolutely seized and possessed of or otherwise entitled to all the



aforesaid properties both immovable and moveable including all actionable claims aforesaid, the indenture WITNESSETH, amongst others, THAT all the said properties including all monies due under all the hundies, promissory notes, mortgages and/or hypothecations &/or agreements for sale and those due and payable under all the pending suits & / or legal proceedings, & the actionable claims thereunder shall immediately upon the death of the said trustee devolve upon the said Smt. Pushpa Swarup and her said husband absolutely and they shall be immediately entitled to prosecute conduct / defend all the said suits / legal proceedings / to take legal steps in their own name with full liberty to recover, realise, spend and invest all the monies to be received by them as aforesaid / to invest the same on the said property mentioned in the schedule below according to their discretion.

AND WHEREAS said Dharam Chand Jain died on 28th September, 1961. Thereafter a petition was filed by the settlor on 23/8/63 before the 1st subjudge's court at Alipore, numbered as Title Suit no.

Purha Swarup



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97 of 1963, later numbered as T.S. 226 of 1967 (4th sub-judge), challenging the above mentioned deed of settlement & trust. The title suit was decreed on 23-4-71 following a compromise petition filed on the same day between the plaintiff-settlor & the defendants: Sm. Pushpa Swarup & her husband, Sri Virendra Swarup, upholding the deed of settlement & trust as binding on the settlor-plaintiff & disallowing the parties from disturbing or making any construction or erection, or transferring any interest in, or selling the property mentioned in the schedule below, so long as the Settlor plaintiff is alive.

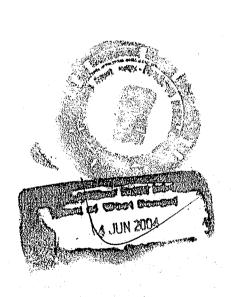
AND WHEREAS Smt. Pramila Jain died on 23rd September, 1978 and thereby Smt. Pushpa Swarup & Sri Virendra Swarup became the absolute joint owners of the said premises.

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AND WHEREAS the Sellers have since duly mutated the property in their joint names before the Kolkata Municipal Corporation vide assessee no. 11-081-25-0031-4.



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## AND THIS INDENTURE FURTHER WITNES-

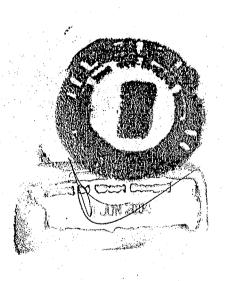
SETH, that the Sellers do hereby hand over vacant & peaceful possession of the property, which the Purchaser doth duly receive fully & absolutely, and that all that right, title, interest, claim and demand whatsoever of the Seller unto or upon the same and every part thereof: To have and to hold the same unto and to the use of the Purchaser absolutely and forever together with the title deeds and any other evidences of the title and the Seller does hereby covenant with the Purchaser Company herein being represented by Smt. Malika Verma, as Director of, & on behalf of B. Ghose & Company (Pvt.) Ltd. situated at 19/1, Camac Street, Kolkata - 17, that notwithstanding any acts, things or deeds heretobefore 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 Sellers have full power and absolute authority to sell the property in the aforesaid manner. The Sellers have revocably appointed, on 7-5-04, Sri Sharad Swarup, 2nd son of Sri Virendra Swarup and Smt. Pushpa Swarup, as their true and lawful attorney in dealing with and



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disposing of and executing the said property, to act and sue in the name of the Sellers and to carry on all the necessary &/or accessory acts being granted through the authority given to him according to the Power of Attorney created and granted in his favour, AND the Purchaser shall hereafter peacably and quietly hold, possess and enjoy the said property without any interference, claim or demand whatsoever from the Sellers or any one claiming through or under them, & FURTHER that the Sellers covenant 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 Sellers to henceforth & irrevocably save harmless, indemnify and keep indemnified the Sellers 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 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

Pushpa Swarup



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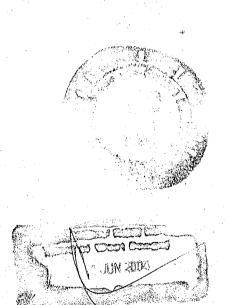
out of, or due or payable for, the said property, and the Sellers further covenant with the Purchaser that they shall, by themselves or through their specifically appointed attorney, being their second son, Sri Sharad Swarup, at the request and costs of the Purchaser cause to, &/or, do and execute all 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, numbered as 30 Sibnath Sastri Sarani, erstwhile known as 77/1A, Block E, New Alipore, commonly called premises No. 77-A, Block - E, New Alipore, Kolkata - 53, measuring more or less 5 cottah - 4 ch - 18 sq. ft., be the same a little more or less, bearing Kolkata Municipal Corporation assessee no. 11-081-25-0031-4, situated lying between Diamond Harbor Rd and Tolly's Nullah in

Pushpa Swarup

Hollena Vasura



Mouza Shahpur in Chetla Thana Alipore, Registration District Alipore, District 24 Parganas (South), butted and bounded

ON THE NORTH:- by Premises no. 29 Sibnath

Sastri Sarani, also known as

No. 77/1B, Block - E, New

Alipore,

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

ON THE SOUTH:- by 60 feet wide Tollygunge

Circular Rd - Shahpur Rd

connector Avenue, and

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

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

Pushpa Swarup



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

Signed, sealed & delivered:

SOUTH ANDRA CHOSE KOLKATA-700 U25 Regd NO :- WB/161/82

2. Parimed Garginy. Alepare Poloce Court Kolkofa - 700027

Pushpa Swarup Larad Iroa

(as constituted attorney for Mr. VIRENDEA SWARUP)

SIGNATURE OF THE VENDORS

FOR & ON BEHALF OF

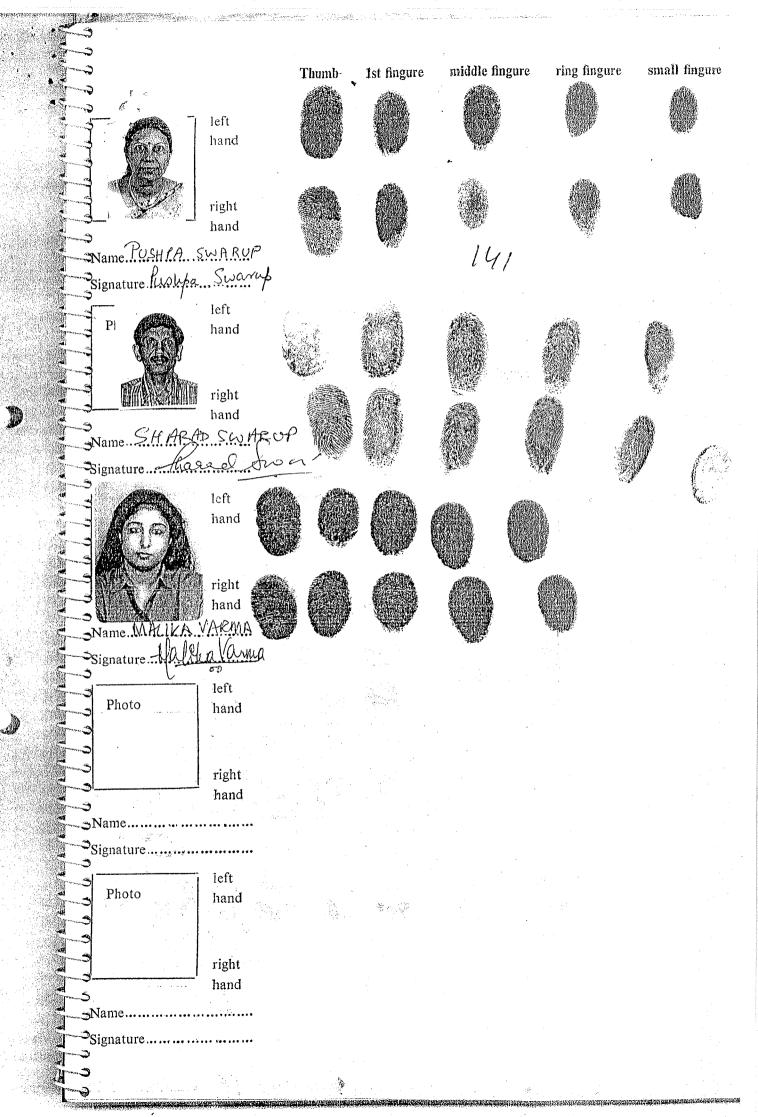
SIGNATURE OF THE PURCHASER

32.DEBENDRA GHOSH ROAD KOLKATA-700 025

Regd NO :- WB/161/82



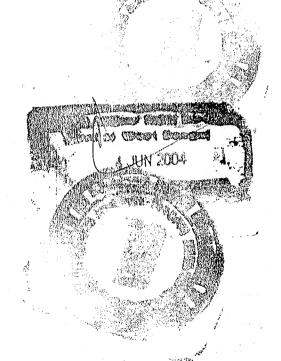
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AT PREMISES NOT 30 PLAN OF LAND SARANII KOLKATA-700053 SASTAL SHIBBATK MARID K. M.C. P. S. NEW ALIPUR, UNDER SCALE I'LIGAD NO-81. AREA OF LAND. DK. 4CH-18EFT AREA SHOWNIN RED 142 DRE. NO. 29. SHIB NATIL SARANI ROAD 58-6' Presuncise she NATH SARANI TO AREA OF LAND 5X-4CN 18 5FT FOR & ON BEHALF OF B. GHOSE & CO. P.VT. LTD. ROND CO. O. MIDE Asconstituted Atterna for Mr. VIRENDAA SWARW IN CALVIDATED Y = surcharin monsodi Rushpa Swaruf SUBHASISWONDAL Cevil D. Mars, <u>Al</u>e, No. 240s

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## MEMO OF CONSIDERATION

 CHQNO.
 DATE
 NAME OF THE BANK
 AMOUNT

 602407
 11-3-04
 Vijaya Bank
 Rs.10,00,000/ 

 254286
 20-4-04
 ABN-AMRO Bank
 Rs.60,00,000/

Total Rs.70,00,000/-

(Rupees Seventy Lacs only)

Signed, sealed & delivered:

<u>WITNESSES</u>:

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ARUN KUIVAR KANK Advocate 32. DEBENDRA GHOSH ROAD KOLKATA-700 025

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Pushpa Sw

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SIGNATURE OF THE VENDOR
Mr. V. REWDORS WAR UP)

Drafted and Prepared by me

(Advocate)

Computer Print by:

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(DEB XEROX ) Alipore Police Court P.H-2479 3638

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