

term shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators and represent atives) of the FIRST PART PROKASH CHAND SARAWGI son of Tolaram Sarawgi deceased by religion Hindu by occupation Merchant residing

at ...

at No. 68, Nalini Sett Road in the town of Calcutta hereinafter called the CONFIRMING PARTY (which term shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators and representatives) of the SECOND PART TOLARAM (INDIA) LTD., a Company registered under the Companies Act 1956 having its registered office at No.6, Clive Row in the town of Calcutta hereinafter called the PURCHASER (which term shall unless excluded by or repugnant to the context be deemed to include its successor or successors in business and assigns) of the THIRD PART WHEREAS by an Indenture of Conveyance bearing date the 30th day of November 1908 and made between Gul Mohammed Khan therein described and called the Vendor of the one part and Moulvi Shamsul Huda (afterwards Nawab Sir Syed Shamsul Huda) therein described and called the purchaser of the other part and registered at the office of Sub-Registrar, Sealdah in Book No.I Volume No. 40 at pages 92 to 97 Being No.3510 for the year 1908 the said Moulvi Shamsul Huda for the consideration therein mentioned purchased from the said Gul Mohammed Khan the pieces and parcels of land being the municipal premises No.4, Old Ballygunge 2nd Lane in the suburbs of the town of Calcutta fully mentioned and described therein AND WHEREAS on the 14th day of February 1920 the said Nawab Sir Syed Shamsul Huda opened a cash credit account with the Bengal National Bank Ltd. (since then in liquidation) up to a limit of hs.25,000.00 and as colateral security deposited with the said Bank. the said Indenture of Conveyance dated 30th November 1908 with intent to create an equitable mortgage on the said premises No.4, Old Ballygunge 2nd Lane AND WHEREAS the said Moulvi Shamsul Huda then Nawab Sir Syed Shamsul Huda who was during his life time and at the time of his death a mohammedan governed by the Sunni School of Mohammedan Law died on the 7th day of October 1922 having -previously thereto made his last Will and Testament in English language and character bearing date the 17th day of September 1918

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and a codicil thereto dated the 12th day of August 1922 and leaving amongst others the said premises No.4, Old Ballygunge Second Lane AND WHEREAS by the said will the said Nawab appointed his wife Shamsun Wehar Hossaini Degum, Rashidal Hussan and Byed Mohammed Hasih to be the executrix and executors of his said will and codicil AND WHEREAS by his said will the Nawab gave and bequeathed one equal third part of all his movable and immovable properties including the said premises No.4, Old Ballygunge Second Lane to Mazia khatun minor daughter of his younger brother Syed Mohammed Masih/and whom the Nawab had brought up since her infancy as his own child AND WHEREAS by his said will the Nawab did not make any disposition regarding the remaining two-third shares of his properties AND WHEREAS the said two-third shares of his properties descended on his death to the heirs left by the said Nawab, namely, his widow the said Samsun Nehar Hossaini Begum his two brothers the said Syed Mohammed Masih and Syed Mohammed Maleeh and one sister habia Khatun AND WHEREAS in the circumstances aforesaid on the death of the Nawab the said Shamsun Nehar Hossaini Begum became entitled to an undivided 1/6th part or share the said Syed Mohammed Masin to an undivided 1/5th part or share the said Syed Mohammed Maleeh to an undivided 1/5th part or share the said habia Khatun to an undivided 1/10th part or share and the said hazia Khatun also known as Razia Begum to the remaining undivided 1/3rd part or share of and in, amongst others, the said premises No.4, Old Ballygunge Second Lane AND WHEREAS on the 23rd. May 1923 the said Indenture of Conveyance dated 30th November 1908 was deposited by the said Bengal National Bank Ltd. with the Imperial Bank of India at Calcutta as security for certain advances made to the said Bengal National Bank Ltd., by the said Imperial Bank of India AND WHEREAS the said Shamsun Nehar Hossaini Begum, the said

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Rashidal Hussan and the said Syed Mohammed Masih applied in the Court of the District Judge of 24 Parganas in Case No.51 of 1925 under Act XXIX of 1925 for grant of probate of the said will and codicil of the said Nawab AND WHEREAS on 13th July 1926 probate of the said will and codicil of the said Nawab was granted by the District Judge of 24 Parganas to them as such executrix and executors as aforesaid  $\underline{\mathtt{AND}}$   $\underline{\mathtt{WHEREAS}}$  the said Shamsun Nehar Hossaini Begum died intestate on 13th December 1926 leaving her mother Omme Salma Begum and her paternal uncle Ganiul Baqui her surviving as her sole heirs under the Sunni School of Mohammedan Law by which she was during her life time and at the time of her death governed AND WHEREAS on the death of the said Shamsun Nehar Hossaini Begum intestate her undivided 1/6th part or share in, amongst others, the said premises No.4, Old Ballygunge Second Lane inherited by her from the Nawab was inherited by her mother the said Omme Salma Begum and her paternal uncle the said Ganiul Baqui in the following share, namely, the said Omme Salma Begum inheriting an undivided 1/18th part or share and the said Ganiul Baqui an undivided 1/9th part or share AND WHEREAS since the death of the said Shamsun Nehar Hossaini Begum the said Rashidal Hussain and the said Syed Mohammed Masih as the surviving executors had been administering the estate left by the said Nawab AND WHEREAS on the 26th day of May 1927 the said Imperial Bank of India instituted a suit in the Calcutta High Court being suit No.1215 of 1927 for the recovery of the moneys and for enforcement of the security held by the said Imperial Bank of India including, amongst others, the said Indenture of Conveyance dated 30th November 1908 AND WHEREAS by an order dated 1st day of .--June 1927 made in the said suit No.1215 of 1927 Charles Ernest Walker, Clearance George Ashworth and Joseph Benjamin Stanley were appointed Receivers of the assets and properties and security of the said Bengal National Bank Ltd. Including the said charge on

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the said premises No.4, Old Ballygunge 2nd Lane AND WHEREAS by an order dated 2nd. August 1927 made by the Calcutta High Court in the matter of the Companies Act and in the matter of the Bengal National Bank Ltd., the said Bengal National Bank Ltd. was directed to be wound up AND WHEREAS by an order dated 8th August 1927 made in the said matter the said Clearance George Ashworth the said Charles Earnest Walker and Edwin John Carter were appointed Liquidators for the purpose of such winding up of the said Bank AND WHEREAS by a Kobala or Bengali Deed of Sale dated 26th September 1927 the said Ganiul Baqui sold to the said Omme Salma Begum, amongst other properties, his said undivided 1/9th part or share in the said premises No.4, Old Ballygunge Second Lane AND WHEREAS in the circumstances aforesaid the said Omme Salma Begum became entitled to an undivided 1/6th part or share in the said premises No.4, Old Ballygunge Second Lane AND WHEREAS by an order dated the 23rd day of April 1928 made in the said suit No.1215 of 1927 David Michel was appointed an additional Receiver with all the powers provided for in the said order dated 1st June 1927 AND WHEREAS on the 1st. day of December 1927 there was due to the said Bengal National Bank Ltd., on the said account of the said Nawab and on the security of the title deed of the said premises No.4, Old Ballygunge Second Lane the sum of Rs. 32,307/0/3 AND WHEREAS by an order dated 11th October 1928 made in the said Suit No.1215 of 1927 the said Receivers were inter alia authorised to grant and assign the claim of the said Bengal National Bank Ltd. on the account of the said Nawab and as security on the said premises No.4, Old Ballygunge 2nd Lane for the consideration of Rs.12,500/in full settlement of the claim of the said Bengal National Bank

Mulaltd. in favour of the person nominated by the said Rashidal Hussain AND WHEREAS the said Rashidal Hussain and Syed Mohammed Masih - and Syed Mohammed Masih/having no money for payment of the said

debt requested the Vendor to take from the said Receivers an

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assignment of the claim and all moneys due on the said account and of the said security for the sum of Rs.12,500/- AND WHEREAS for payment of the said debt payable in respect of the said equitable mortgage and for payment of the additional stamp duty on the probate of the said will and codicil of the said Nawab and for payment of the rent due in respect of the estate of the said Nawab and for other purposes in course of administration of the estate of the said Nawab the said Rashidal Hussain and Syed Mohammed Masih proposed to and agreed with the vendor for the absolute sale to him of the separated northern portion of the said premises No.4, Old Ballygunge 2nd Lane containing by measurement 1 bigha 10 cottahs an 10 sq.ft. for Rs.16,851/648 AND WHEREAS by an Indenture of Assign ment bearing date the 29th November 1929 and made between the Benga National Bank Ltd. in Liquidation of the first part, the said Receivers of the second part and the vendor therein called the purchaser of the third part the said Bengal National Bank Ltd. in Liquidation (by the said liquidators) and the said Receivers in consideration of Rs.12,500/- paid to the said Receivers by the -vendor in full satisfaction of the claim of the said Bengal National Bank Ltd., in the said account of the said Nawab assigned and trans ferred to the vendor all the moneys due and payable to the said Bengal National Bank Ltd. with all interest to accrue due or become payable in respect of the said account of the said Nawab and also granted conveyed and transferred to the purchaser the said premises No.4, Old Ballygunge Second Lane being a security for the said -moneys AND WHEREAS by an Indenture of Conveyance also bearing date the 29th day of November 1929 and made between the said Rashidal Hussain and the said Syed Mohammed Masih as such surviving executor of last will and codicil of Nawab Sir Syed Shamsul Huda as aforesaid therein called the vendors of the one part and the vendor therein called the purchaser of the other part the said Rashidal Hussain and Syed Mohammed Masih as such surviving executors in pursuance of the said claim and in consideration of the sum of ks.12,500/- which

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faction of all moneys due and payable to him on the said debt and the said equitable mortgage created by the said Nawab transferred to the vendor by the above recited Indenture of Assignment bearing even date with the said Indenture of Conveyance as aforesaid and in consideration of the sum of Rs.4,351-6-23 paid by the vendor to the said Rashidal Hussain and Syed Mohammed Masih as such executors as aforesaid (the said sum of Rs.12,500/- together with the said sum of  $1.5.4,351-6-2\frac{2}{3}$  making the said full consideration money of  $\mathrm{Rs.16},851/6/2\frac{2}{3}$ ) the said rashidal Hussain and Syed Mohammed Masih transferred and conveyed as such surviving executor as aforesaid to the vendor the pieces or parcels of partly revenue revenue paying and partly:/xxxxxfree land containing by measurement 1 bigha 10 cottans and 10 chittaks and 10 sq.ft. being the separated northern portion of the said premises No.4, Old Ballygunge Second Lane fully described therein and delineated in the plan annexed thereto and thereon enclosed within red borders AND WHEREAS the remaining portion of the said premises No.4, Old Ballygunge Second Lane had since been separately numbered and assessed by the Calcutta Corporation as premises No.4/1, Old Ballygunge Second Lane and the said separated northern portion purchased by the vendor under the Conveyance dated 29th November 1929 as aforesaid continued to be known and numbered as premises No.4, Old Ballygung Second Lane AND WHEREAS by a kobala or Bengali Deed of Sale dated 12th December 1930 the said Omme Salma Begum sold to the said Razia Begum also known as Razia Khatun, amongst other properties, her said undivided 1/6th part or share in the said premises No.4/1 Old Ballygunge Second Lane AND WHEREAS in the circumstances aforesaid the said Razia Begum thus became entitled to an undivided half share in the said premises No.4/1, Old Ballygunge Second Lane AND WHEREAS in the event that had happened the said Syed Mohammed Masih, ..

the vendor declared as having been received by him in full satis-

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Masih, Rabia Khatun and Razia Begum became jointly entitled to an undivided 4/5th part or share of and in the said premises No.4/1, Old Ballygunge Second Lane, namely, the said Syed Mohammed Masih being entitled to an undivided 1/5th part or share the said Rabia Khatun being entitled to an undivided 1/10th part or share and the said Razia Begum being entitled to an undivided half part or share the remaining undivided 1/5th part or share belonging to the said Syed Mohammed Maleeh AND WHEREAS by an Indenture of Conveyance bearing date the 22nd day of September 1932 and made between the said Syed Mohammed Masih the said Rabia Khatun and the said Razia Begum also known as Razia Khatun therein called the vendors of the first part the said Syed Mohammed Masih and the said Rashidal Hussain the surviving executors of the last wil and codicil of the said Nawab of the second part and the vendor of the third part the said Syed Mohammed Masih the said Rabia -Khatun and the said Razia Begum sold and the said Syed Mohammed Masih and the said Rashidal Hussain as such surviving executors a aforesaid conveyed and confirmed unto the Vendor their said undivided 4/5th part or share in the piece or parcel of partly revenue paying and partly revenue free land measuring 1 bigha 16 cottahs 1 chittak and 34 sq.ft. being premises No.4/1, (formerly a part of No.4), Old Ballygunge Second Lane delineated in the plan annexed thereto and thereon enclosed within red borders --AND WHEREAS by a Conveyance dated 13th May 1933 and made between the said Syed Mohammed Maleeh therein called the Vendor of the one part and the Vendor therein called the purchaser of the other part the said Syed Mohammed Maleeh for the consideration therein mentio -ed sold to the Vendor his undivided 1/5th part or share in the said premises No.4/1, (formerly a part of No.4), Old Ballygunge Second Lane AND WHEREAS in the circumstances as aforesaid the Vendor became entitled to the said premises No.4, Old Ballygunge Second Lane and the premises No.4/1, Old Ballygunge Second Lane

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AND WHEREAS ....

AND WHEREAS the said separated northern portion of the premises No.4, Old Ballygunge Second Lane which continued to be known and numbered as premises No.4, Old Ballygunge Second Lane as aforesaid had subsequently been renumbered and assessed by the Corporation of Calcutta as premises No.13, Palm Place and thereafter again renumbered and assessed as premises No.13/1, Ballygunge Park (Road) AND WHEREAS the said premises No.4/1, (formerly a part of No.4), Old Ballygunge Second Lane has subsequently been numbered and assessed as 15, Palm Place AND WHEREAS in the circumstances aforesaid the Vendor is absolutely seised and possessed of or other -wise well and sufficiently entitled to the said premises No.13/1, Ballygunge Park (Road) and the premises No.15, Palm Place hereinafter fully set forth and described in Part I and Part II respectively of the Schedule hereunder written and delineated on the map or plan hereto annexed and thereon respectively bordered red and green and intended to be hereby granted AND WHEREAS by an Agree ment for Sale dated 25th August 1964 the Vendor hath agreed with the Confirming Party for the absolute sale to him or to his nominee or nominees of the said messuage tenement or dwelling house land hereditaments and premises and the inheritance thereof in fee simple in possession free from all encumbrances save and except a mortgage and further charge created under the documents dated respectively 11th July 1960 and 20th December 1960 in favour of Messrs. Turner Morrison & Co. Ltd. and the alignment of the Scheme No. LXXVI of the Calcutta Improvement Trust at or for the price of Rs.5,50,000.00 (Rupees Five Lacs and Fifty thousand) and received from him the sum of Rs.25,001.00 (Rupees Twenty-five thousand and One) by way of earnest and in part payment of the purchase price AND WHEREAS the Confirming Party has nominated the Purchaser as his nominee and has requested the Vendor to sell to the Purchaser the said premises No.13/1, Ballygunge Park(Road)

and .

and 15, Palm Place on receipt from the Purchaser the balance of the purchase price NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.25,001.00 (Rupees Twenty-five thousand and one) to the Vendor paid by way of earnest and in part payment of the purchase price as aforesaid and of the further sum of Rs.5,24,999.00 (Rupees Five Lacs Twenty-four thousand Nine hundred and Ninety-nine) to the Vendor paid by the Purchaser on or before the execution of these presents making together the sum of As.5,50,000.00 (Rupees Five Lacs and Fifty thousand) (the receipt whereof the Vendor doth hereby acknowledge and of and from the same and every part thereof hereby release the Purchaser) the Vendor doth hereby grant convey and transfer and the Confirming Party doth hereby confirm and assure unto the Purchaser ALL THOSE the premises Nos.13/1, Ballygunge Park(Road) and 15, Palm Place both within the Municipal limits of the town of Calcutta -fully mentioned and described in Part I and Part II respectively of the Schedule hereunder written and delineated on the map or plan hereto annexed and thereon respectively bordered red and green hereinafter jointly referred to as "the said properties" OR HOWSOEVER OTHERWISE the said properties or any of them or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH all buildings fixtures yards courts areas sewers water-course lights rights liberties privileges easements and appurtenances whatso ever to the said properties belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto AND all the estate right title interest claim and demand whatsoever of the Vendor in to or upon the said properties or any part thereof TOGETHER WITH all deeds pattahs and muniments of title whatsoever in anywise relating to or concerning the said properties or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any

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other person or persons from whom he may procure the same without any action or suit TO HAVE AND TO HOLD the said properties hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and for ever AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendor (or by any of his predecessors in title) done executed or knowingly suffered to the contrary he the Vendor is now lawfully rightfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other things whatsoever to alter defeat encumber or make void the same  $\[\underline{\text{AND}}\]$  that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendor has now in himself good right full power and absolute authority to grant the said properties hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid  $\underline{\mbox{AND}}$  the Purchaser its successor or successors in business and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him (or from or under any of his predecessors in title) AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified at the costs of the Vendor against all estates and encumbrances created by the Vendor (or by any of his predecessors in title) or any person or persons lawfully or equitably claiming from under or in trust for him save and except the mortgage and the further charge created under the documents dated respectively 11th July 1960 and 20th December 1960 in respect of which mortgage and further

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(charge a sum of Rs.54,353.39 is now outstanding in favour of Messrs. Turner Morrison & Co. Ltd. and the alignment of the Calcutta Improvement Trust being its Scheme No. LXXVI as aforesaid AND FURTHER that the Vendor and all person or persons having or lawfully or equitably claiming any estate or interest in the said properties or any of them or any part thereof from under or in trust for the Vendor (or from or under any of his predecessors in title) shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said properties or any of them and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND the Purchaser doth hereby covenant with the Vendor that the Purchaser shall repay the amount due on mortgage and further charge as aforesaid to the Mortgagee Messrs. Turner Morrison & Co. Ltd. in the manner provided in the said deed of mortgage and further charge/shall keep the Vendor indemnified against all loss and damage the Vendor may suffer in respect of the aforesaid mortgage and further charge AND the Purchaser further covenant with the Vendor that the Purchaser has full knowledge that the said properties are affected by the Scheme No. LXXVI of the Calcutta Improvement Trust and the said property is purchased under these presents with full knowledge of the said Scheme No.LXXVI.

## THE SCHEDULE ABOVE REFERRED TO

## PART I.

ALL THAT partly I and partly II and partly III storied brick built messuage hereditaments and premises being premises No.13/1, also called Ballygunge Park Road

Ballygunge Park (Road)/(formerly known as No.4, Old Ballygunge 2nd within the municipal limits of the town of Calcutta Lane)/together with the revenue free land thereunto belonging

containing ..

Section ? of the Indian Begietration Act to perform the functens of the Registrar, Calcutta containing an area of 1 Bigha 9 Cottahs 4 Chittacks 16 Sq.Ft.

more or less being part of Holdings formerly Nos.88A and 94 now

Nos.326 and 327 in Sub-division H Division V Mouza Ballygunge in

Dehi Panchannagram Police Station Ballygunge Sub-Registry Sealdah

in the District of 24 Parganas butted and bounded on the North

by Ballygunge Park (Road), on the East by 13/2, Ballygunge Park (Road)

on the South by 15, Palm Place and on the West by Old Ballygunge

Second Lane and delineated on the plan hereto annexed and thereon

bordered red.

## Part II.

ALL THAT partly I, partly II and partly III storied brick built messuage hereditaments and premises being premises No.15, Plam Place (formerly known as 4/1, Old Ballygunge 2nd Lane) within the municipal limits of the town of Calcutta together with the revenue free land thereunto belonging containing an area of 1 Bigha 16 Cottahs 1 Chittak 34 Sq.Ft. more or less being part of Holdings formerly Nos. 88A and 94 now Nos. 326 and 327 in Subdivision H Division V Mouza Ballygunge in Dehi Panchannagram Police Station Ballygunge Sub-Registry Sealdah in the District of 24 Parganas butted and bounded on the North partly by 13/1, Ballygunge Park (Road) and partly by Old Ballygunge Second Lane, on the East partly by No.13/2, Ballygunge Park (hoad) partly by No.29/7, Ballygunge Park and partly by No.29/5, Ballygunge Park, on the South partly by No.29/4, Ballygunge Park partly by No.29/3, Ballygunge Park and partly by No.6, Old Ballygunge Second Lane and on the West partly by No.6, Old Ballygunge Second Lane and partly by No.5, Old Ballygunge Second Lane and delineated on the plan hereto annexed and thereon bordered green.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the Vendor at Galcutta in the presence of :-

Razare Raham Seal,

Ajit Kung deiha \*
Forici tar, Calarla.

Arjun Krishna Glose
Shu'ter, Calarla.

SIGNED SEALED AND DELIVERED by the Confirming Party at Calcutta in the presence of :-

Frakashchand Sarawgi

Afit Keemar Meika Voliciter, Calculla-Ayur Kurhua Ihon (Slicitor, Calculla

THE COMMON SEAL of the Purchaser hath hereunto been affixed and these presents have been signed by Sri Prakash Chand Sarawqi the Director# of the Purchaser

Company under authority of the resolution passed at the meeting of the Board of Directors held on the 200 day of May 1965 in the presence of :-

FOLARAM (India) LTD.

Francashehand Sarawg

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Solvitor, Calculta.

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Deb Registrar anthorised under Section ? of the Ladian Regisbration Act to perform the funcRECEIVED from the within mentioned Purchaser the sum of Rs.5,50,000.00 - (Rupees Five Lacs and Fifty thousand) only being the amount of the consideration money mentioned within as per memo below:-

Rs.5,50,000.00

## MEMO OF CONSIDERATION.

By S50 pieces of R.B. holis of
R\$ 100/2 each.

By chaque No. A 340871 dated 24.5.1965
On The Bank of Baroda Limited drawn
by his prochaser in favour of the Vendor. ... R\$ 3,00.000 00

By Cheque No. A 340873 dated 24.5.1965
On the Bank of Baroda Limited drawn
by ris prochases in favour of the Vendor. ... R\$ 3,00.000 00

Total R\$ 5,50,000 00

Witnesses:

Ajih Kumar Daika Arjun Kirdua Chore Rupees five lacs fifty thousand Gosly

Ragam Rahmar Khan.

en the Calcutta Registration Office on the State day of May 165 Man-Registrar Guthorised unab. Section 7 of the Indian Regisones the Executants tration act to perform the func-Hens of the Registrar, Calcutta & Rogan Ruhra When. I Rozaur Rahman khom de Razau Ballygunge Park ( Quad) Frakashhand Larawgi Calentín muslimi Zanohaldi 2) Prakel chand Sanangi Botate Foloron farangi.
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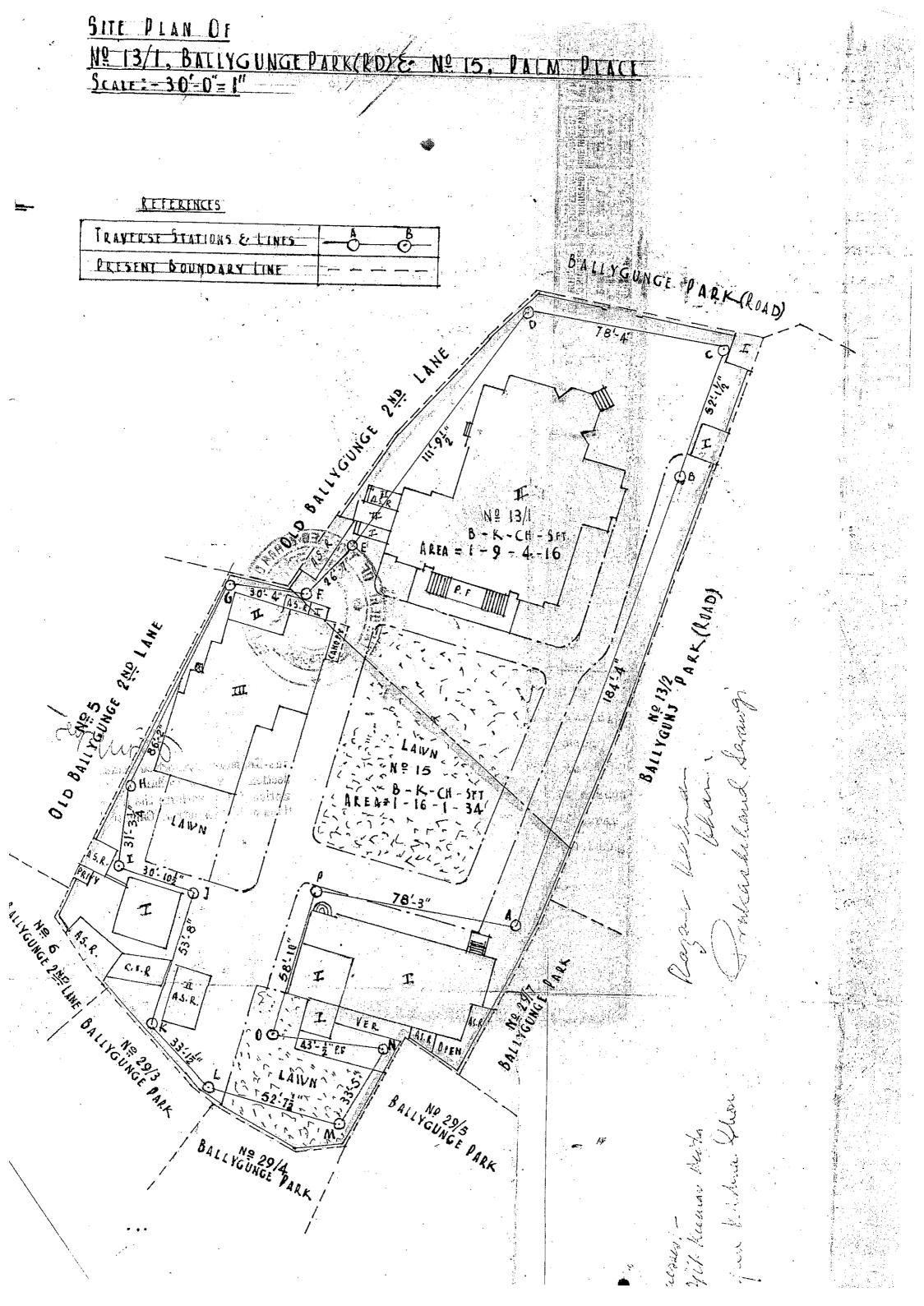
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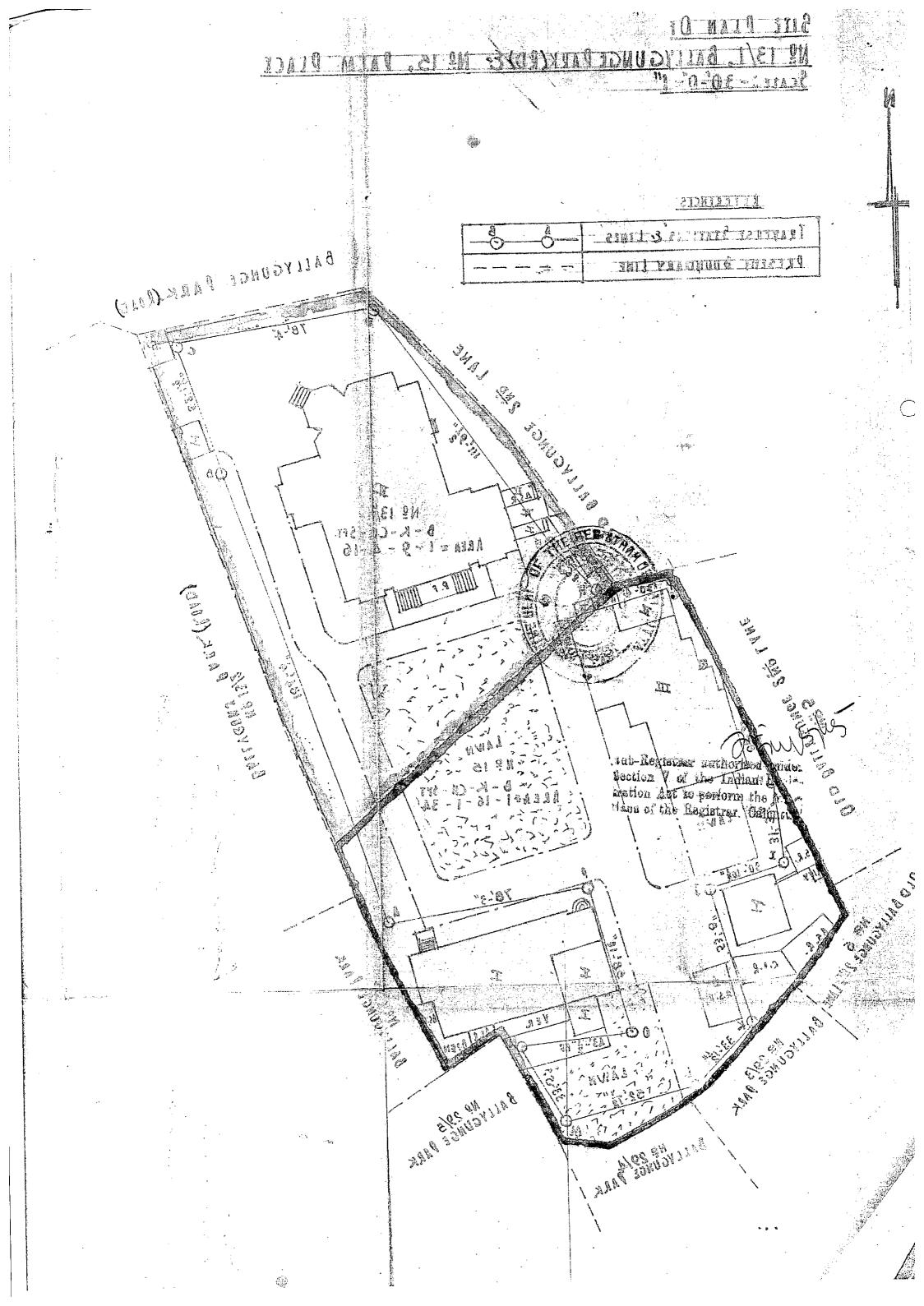
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TOLARAM(INDIA)LIMITED

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