



THIS INDENTURE made this *Eight* day of *December*
 in the year of Christ One Thousand Nine Hundred and Sixty-six
BETWEEN TOLARAM (INDIA) LIMITED 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 "Vendor" (which
 expression shall unless excluded by or repugnant to the context be
 deemed to include its successor or successors of the FIRST PART
 (1) SOVI CHAND SARANGI and (2) PRAKASH CHANDRA SARANGI both sons of
 Late Tolaram Sarangi hereinafter called the "Guarantors" (which
 expression shall unless excluded by or repugnant to the context shall
 include their and each of their heirs, executors, administrators,
 representatives and assigns) of the SECOND PART A N D ARUN
PROPERTIES PRIVATE LIMITED an existing Company within the meaning
 of the Companies Act 1956 having its registered office at No. 10,
 Clive Row in the town of Calcutta hereinafter called the "PURCHASER"
 (which expression shall unless excluded by or repugnant to the --
 context be deemed to include its successors and assigns) of the -
THIRD PART :

WHEREAS

14036 G. C. Chandra

6. Old P. O. →

300

6/2/66

[Handwritten signature]

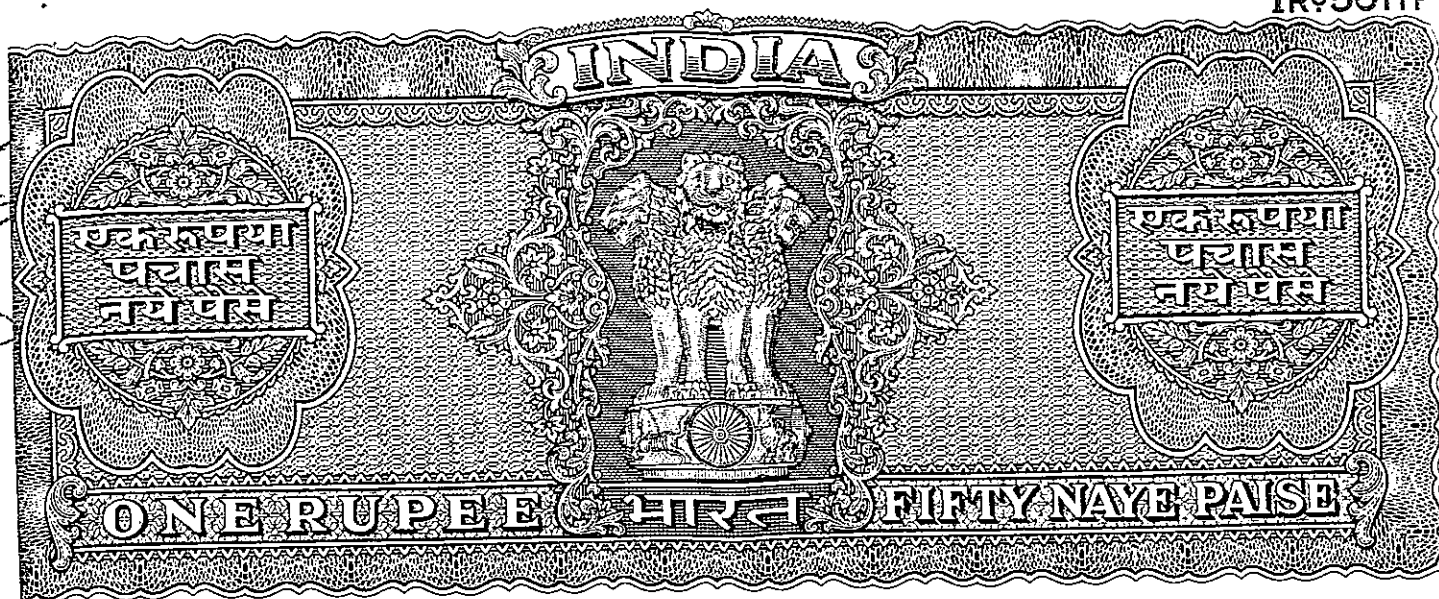
31.00

300

31.50

31.50





-2-

WHEREAS by an Indenture of Conveyance bearing date the 24th day of May 1965 and registered in the office of the Registrar of Assurance at Calcutta in Book No. 1 Volume No. 38 at Pages 187 to 205 Being No. 3347 for the year 1965 the Vendor purchased from Razaur Rahaman Khan the premises No. 13/1, Ballygunge Park also called Ballygunge Park Road and the premises No. 15, Palm Place fully mentioned and described in the Schedule ^{thereunder} written.

AND WHEREAS by an Indenture of Lease dated the 20th October 1959 made between the said Razaur Rahaman Khan therein described as the Lessor of the One Part and Jamilur Rahaman Khan therein described as the Lessee of the Other Part the said Razaur Rahaman Khan for the consideration therein mentioned demised unto the said Jamilur Rahaman Khan the said premises No. 15, Palm Avenue for the term of 29 years commencing from 1st day of August 1959.


AND WHEREAS by an Indenture of Transfer of Lease bearing even date with the above in part recited Indenture of Conveyance dated 24th May, 1965 and made between Jamilur Rahaman Khan therein described and called the Vendor of the One Part and the Vendor -- therein called the Purchaser of the Other Part the said Jamilur Rahaman Khan for the consideration mentioned therein did as -- beneficial owner transfer and assign unto the vendor the said

31.50.

14036 A.C. Chaudhary

6.000.00
1.50

2	30
1	1.50
<hr/>	
	31.50.

6/12/66 

premises No. 15, Palm Place demised unto the said Jamilur Rahaman Khan under the said Indenture of Lease dated 20th October 1959 -- together with all the estate right title interest claim and demand of the said Jamilur Rahaman Khan under the said in part recited Indenture of Lease dated 20th October 1959 but the above in part recited Indenture of Transfer of Lease dated the 24th May 1965 had not been registered.

AND WHEREAS the Vendor has agreed with the Purchaser for an absolute sale to them the said premises No. 13/4, Ballygunge Park Road and 15, Palm Place at or for the price of Rs.5,28,000.00.

AND WHEREAS it appears that the whole of the said premises No. 13/1, Ballygunge Park Road and 15, Palm Place are affected by Scheme No. LXXVI of the Calcutta Improvement Trust.

AND WHEREAS the Purchaser has agreed to complete the purchase upon the vendor and Guarantors agreeing to indemnify the Purchaser against all losses and damages which the purchaser may suffer or be put to by reason of the above in part recited Indenture of Transfer Lease dated 24th May 1965 not being registered as aforesaid and upon the Vendor agreeing to keep in deposit with the Purchaser the sum of Rs.1,75,000.00 (Rupees One Lac and Seventy-five Thousand) to be appropriated by the Purchaser towards any cost, charges, expenses, exemption fee and/or betterment fees which the purchaser may be -- liable or incur on account of the said scheme No. LXXVI of the -- Calcutta Improvement Trust in the manner and on term and conditions hereinafter mentioned to which the Vendor has agreed.

AND WHEREAS by an Indenture of Conveyance bearing even date with these presents the Purchaser has completed purchase of the -- said premises No. 13/1, Ballygunge Park Road and 15, Palm Place
NOW THESE PRESENTS WITNESS and it is hereby agreed by and between t parties hereto as under :-

1...

1. The Vendor and the Guarantors hereby jointly and severally agree and undertake to indemnify and keep indemnified the Purchaser against all cost, expenses losses and damages which the Purchaser may suffer or be put to in consequence of the said Indenture of Transfer of Lease dated 24th May 1965 made between the said Jamilur Rahman Khan and the Vendor not being registered.

2. The Vendor shall simultaneously with the execution of these presents keep in deposit with the Purchaser the sum of --
Rs.1,75,000.00 (Rupees One Lac and Seventy-five Thousand) without interest on the following terms and conditions :

(i) The said sum shall be appropriated by the Purchaser if the said premises No.13/1, Ballygunge Park Road and 15, Palm Place in their entirety (except the portion which comes within the street alignment measuring about 7 Cottas more or less shown in the Scheme Plan annexed hereto) are not exempted and/or released from the said scheme No. LXXVI of the Calcutta Improvement Trust.

(ii) If the said premises No. 13/1, Ballygunge Park Road and 15, Palm Place in their entirety (other than the portion which comes within the street alignment as mentioned -- above) are exempted and/or released from the said scheme No. LXXVI of the Calcutta Improvement Trust the -- Purchaser shall forthwith on demand refund to the Vendor the sum of Rs.1,75,000.00 after retaining therefrom all such actual costs charges and expenses betterment fees and exemption fees which the Purchaser may incur or pay in getting the said properties exempted and/or released from the said scheme and if the said sum of Rs.1,75,000/- proves insufficient to meet such costs charges expenses and fees the Vendor and the Guarantors will make up the deficiency and pay the same to the Purchaser.

(iii)....

iii) In case of partial acquisition and partial release or partial exemption of the said properties under the said Scheme No. LXXVI (other than the portion under street alignment as mentioned above) if the said sum of Rs.1,75,000/- proves insufficient to meet the cost charges and expenses betterment fees and exemption fees which the Purchaser may incur or pay the Vendor and the Guarantors will make up the deficiency and pay the same to the Purchaser.

3. All disputes arising between the parties on any matter relating to these presents and as to the terms and conditions thereof shall be referred to the Arbitration of Sri Ajit Kumar Mitra Solicitor of No. 10, Kiran Sankar Road, Calcutta and Sri Ranendra Chandra Deb, Solicitor of No. 6, Old Post Office Street, Calcutta and their decision shall be final and binding on the parties.

IN WITNESS WHEREOF the Vendor has hereunto set and affixed its Common Seal and the Guarantors have hereunto set and subscribed their respective hand and seal and the Common Seal of the Purchaser has hereunto been affixed the day month and year first above written.

The Common Seal of the Vendor has hereunto been affixed by Prakash Chandra Sarawagi a Directorat -- Calcutta in the presence of Nagarmull Jain another Director and --

Prakash Chandra Sarawagi
Director.

Govt these presence have been countersigned by the said Prakash Chandra Sarawagi and Nagarmull Jain at Calcutta in the presence of: *by order of Municipal Board dated 27th Dec 1966*

Nagarmull Jain
Director.

Ajit Kumar Mitra
Solicitor, Cal.
R.C.D.B.
Solicitor Calcutta

Signed

SIGNED SEALED AND DELIVERED
by the Guarantors at Calcutta
in the presence of :

Ajit Kumar Mitra -
Solicitor, Cal.

ACSB.
Solicitor, Calcutta

Sovachand Sarangi
Prakashchand Sarangi

The Common Seal of the purchaser
have hereunto been affixed by --
Radheshyam Bajoria a Director in
the presence of Arun Kumar Bajoria
another Director and these presents
have been counter-signed by the --
said Radheshyam Bajoria, at Calcutta
in the presence of :

Ajit Kumar Mitra -
Solicitor, Cal.

ACSB.
Solicitor, Calcutta

ARUN PROPERTIES (PRIVATE) LTD

Radheshyam Bajoria

ARUN PROPERTIES (PRIVATE) LTD

Arun Kumar Bajoria

Recd from M/s Arun Properties Private Ltd, 10 Chive Row Calcutta - 1
a sum of rupees fifteen thousand only in cash as per terms
mentioned in our letter dated 19th June, 1967 and our
Board of directors resolution dated 22nd June 1967 in
respect of sale of premises No. 13/1 Ballygunge Park Road &
15 Palm Palace Calcutta.

Prakashchand Sarangi
Director.

24/6/67

Received from M/s Arun Properties Private Ltd, 10 Chive Row
Calcutta - 1 a sum of Rupees fifteen thousand only by cheque
No CCM 854643 on the Union Bank of India dtd, dated 30th Mar
1968 being the final instalment of payment (making a total

P.T.O

32/4

DATED THIS 8th DAY OF December 1966.

BETWEEN

TOLARAM (INDIA) LIMITED .. 1st Part.

SOVA CHAND SARANGI & ANR. 2nd Part.

AND

ARUN PROPERTIES PRIVATE LIMITED. 3rd Part.

DEED OF AGREEMENT, GUARANTEE AND INDEMNITY.

G. C. CHUNDER & CO.
Solicitors.
6, Old Post Office Street,
Calcutta.