

257

162

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STAMP AFFIXED BY
STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE

90(a) - 50.00
90(b) - 37.88
87.88

g-22210.00
e-3600.00
25810.00

visit casino 30 for 1992
as per misc receipt no. 249
realised on 10-2-92

23+4

A-1969.00
3-7.00
1976.00

180.00
27.00
37.00

Addl. District Sub-Registrar
Baidab, 24 Parganas

10-2-92
11-2-92

K. Ahmed

Saleha Khatoon

THIS INDENTURE made this 10th day of February 1992
 thousand nine hundred Ninety Two BETWEEN (1) KABIRUDDIN AHMED
 Late Kamaluddin Ahmed, residing at Premises No. 24, Dillip
 Street, Calcutta 700 017, (2) KUTUBUDDIN AHMED son of Late
 Kamaluddin Ahmed, residing at 30/E/5, Alimuddin Street,
 Calcutta - 16, (3) MOHIUDDIN AHMED s/o Late Kamaluddin Ahmed,
 residing at 2A, Chowringhee Terrace, Calcutta, (4) SHABIRUDDIN AHMED
 S/O Late Kamaluddin Ahmed, residing at Village Kazi Para,
 Mullickpore, District 24 Parganas (South), (5) MST. NASIM AKHTER
 widow of Late Salahuddin Ahmed and daughter-in-law of Late
 Kamaluddin Ahmed, residing at 30/H/5, Alimuddin Street, Calcutta

1969
1976



4-0 pm
Feb 192
G. Kulkarni at
his private residence
Circular court 8, A. J. C.
Bose Rd. 8th floor, Pankaj St.
Cal 17.

Dist. Sub-Registrar
Solapur, 24-Paraganas

10.2.92

FOR NEERA ESTATES PVT LTD.

Director.

vets
39

Kutubuddin Ahmed

vets
40

Kutubuddin Ahmed

vets
41

Hajiza Khatoon

vets
42

Identified by me.

Director

1. G. Kulkarni as Director for Neera Estates Pvt. Ltd. Office of P-41, Princep: 2
 2. Kutubuddin Ahmed
 3. Kabiuddin Ahmed
 4. Mahiuddin Ahmed
 5. Shabbiruddin Ahmed
 6. Fatima Begum
 7. Nasim Akhtar
 8. Saleha Khatoon
 9. Zohara Khatoon
 10. Hajiza Khatoon
8. A. J. C. Bose Rd. 8th floor, Pankaj St. Cal-17. Muslim L. holders + 4 wife -

Identified by

L. N. Sharma

High Court Cal.

Dist. Sub-Registrar
Solapur, 24-Paraganas

10.2.92

:: 2 ::

(6) MRS. SALEHA KHATOON W/O Sk. M. Hossain and daughter of Late Kamaluddin Ahmed, residing at 14, Nawab Abdar Rahman Street, Calcutt. (7) MRS. FATIMA BEGUM d/o Late Kamaluddin Ahmed, residing at 67, G.T. Road, Konnagar, Dist. Hooghly (8) MRS. ZOHARA KHATOON widow of Abdus Sattar and daughter of Late Hazi Aftabuddin Ahmed, residing at 46/H/11, Shamsul Huda Road, Calcutta - 17, (9) HAFIZA KHATOON widow of Late Fazail and daughter of Late Mrs. Tahera Khatoon, residing at 185/4, Park Street, Flat No. 1A, Calcutta 17 hereinafter called the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, representatives, executors, administrators and assigns) of the ONE PART A N D NEERAJ ESTATES PRIVATE LIMITED, a company within

K. Ahmad
W
Saleha Khatoon

... contd...

Fatima Begum.



vets
43

Mohiuddin Ahmed,



vets
44

Saleha Khatoon.



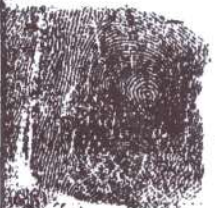
vets
45

Shabiruddin Ahmed



vets
46

Kabir uddin Ahmed.



vets
47

Lakra Khatoon



vets
48



[Signature]
DISTRICT SUR-ACQUISITION
Tealok 74 PARSANA
10.2.9

the meaning of the Companies Act, 1956 and having its registered office at No. P-41, Princep Street, Calcutta - 72, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the OTHER PART.

WHEREAS :

A. One Mrs. Abirjan Bibi (since deceased) widow of Munshi Rakibudin Sarkar was during her life time seized and possessed of and well and sufficiently entitled to ALL the land hereditaments and premises measuring about 3 Bighas 1 Cottah (be the same a little more or less) being holding No. 17 (now numbered 403) and comprised in Municipal premises No. 5, 6 and 7 Ballygunge Circular Road, Calcutta (hereinafter called the ENTIRE PREMISES).

B. The said Abirjan Bibi who was a Muslim governed by Hanafi School of Mohammedan Law had no issue and by a registered Deed of Hiba-Bil-Ewaz nama dated 22nd June, 1913 and made between Smt. Abirjan Bibi as the grantor of one part and Smt. Shamshunehar Bibi alias Minajan Bibi as the grantee of the other part and registered with the Registry Office Alipore in Book No. 1, Volume No. 26, Pages 200 to 204, Being No. 1750 for the year 1913 the said Smt. Abirjan Bibi made a gift of the entirety of the said premises to the said Mst. Shamshunehar Bibi alias Minajan Bibi.

K. Ahmed

Saleh Khatoon

C. By virtue of the aforesaid deed of Hiba-Bil-Ewaz nama the said ~~Mst. Shamshunehar Bibi alias Minajan Bibi~~ Mst. Shamshunehar Bibi alias Minajan Bibi became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said Entire Premises

including the premises No.7 Ballygunge Circular Road, Calcutta - 700 019 (hereinafter referred to as the "said Premises"). The said premises containing an area of 18 Cottahs 11 Chitacks 21 Sq. Ft. more or less, free from all encumbrances, charges, liens, lispens, attachments trusts whatsoever or howsoever.

D. The said Mst. Shamshun Nehar Bibi alias Minajan Bibi who was also a Muslim governed by Hanafi School of Mohammedan Law died intestate leaving her surviving Aftabuddin Ahmed, Kamaluddin Ahmed, Jamal Ahmed and Tahera Khatoon as her surviving heirs and legal representatives and upon her death the said Aftabuddin Ahmed, Kamaluddin Ahmed, Jamal Ahmed and Tahera Khatoon became seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said Premises and all the properties of the said Mst. Shamshun Nehar Bibi alias Minajan Bibi.

E. By a registered Deed of Mortgage dated 3rd December 1936 and made between Jamal Ahmed, therein referred to as the Mortgager of the One Part and Aajendra Krishna Ghosh, therein referred to as the Mortgagee of the other part, and registered with the Sealdah Sub-Registry Office in Book No. 1 Volume No. 44 Pages 186 - 193 Being No. 2674 for the year 1936 the said Jamal Ahmed mortgaged his undivided 1/5th part or share in the Premises No. 7 Ballygunge Circular Road, Calcutta in consideration of a loan of Rs. 1200/- in favour of Aajendra Krishna Ghosh.

K. Ahmed

Saleha Khatoon

F. By a Deed of Assignment dated 9th April 1941 and registered with the Sealdah Sub-Registry Office in Book No. 1, Vol. No. 13, Pages 256 to 260 being numbered 795 for the year 1941 the said Aajendra Krishna Ghosh transferred and assigned all his right title and interest of and in the said deed of mortgage to one Dharendra Nath Mitra absolutely and for-ever with the consent and concurrence of the said Jamal Ahmed.

G. By an Indenture of Conveyance dated 15th February 1941 and made between one Jalaluddin Ahmed and Salina Khatoon, therein collectively referred to as the Vendors of the One Part, and Dharendra Nath Mitra, therein referred to as the Purchaser of the Other Part, and registered with the Sub-Registrar, Sealdah in Book No. 1, Volume No. 15, Pages 272 to 277 Being No. 524 for the Year 1941 the said Jalaluddin Ahmed and Salina Khatoon claiming to have owned an undivided 49/10 pies Share and $3\frac{1}{2}$ pies into or upon the said Premises No.7 Ballygunge Circular Road purported to sell and transfer their respective alleged right title interest into or upon the said Premises No.7 Ballygunge Circular Road, Calcutta unto and in favour of Dharendra Nath Mitra.

H. The said Aftabuddin Ahmed died intestate leaving him surviving her daughter Zohra Khatoon as his only heir and legal representative.

I. The said Kamaluddin Ahmed died intestate leaving him surviving Kutubuddin Ahmed, Mohiuddin Ahmed, ~~Shabbuddin Ahmed~~ ^{Shabbiruddin} Kabiruddin Ahmed, all sons, Mst. Nasim Akhter W/O Late Salauddin Ahmed and daughter-in-law of Late Kamaluddin Ahmed Mrs. Saleha Khatoon and Mrs. Fatima Begum all daughters and his wife Mst. Habibun Nessa as his only heirs and legal representatives.

K. Ahmed
M

J- The said Mst. Habibun Nessa died intestate sometime in the year Saleha Khatoon leaving her surviving Kutubuddin Ahmed, Mohiuddin Ahmed, ~~Shabbuddin Ahmed~~ ^{Shabbiruddin} Kabiruddin Ahmed, Mst. Nasim Akhter, Mst. Saleha Khatoon and Mrs. Fatima Begum as her heirs and legal representatives.

K. Ahmed

K. The said Tahera Khatoon died intestate leaving her surviving her daughter Hafiza Khatoon as her only heirs and legal representatives.

L. The Vendors herein being the heirs and legal representatives of the said Aftabuddin Ahmed, Kamaluddin Ahmed, Jamal Ahmed and Tahera Khatoon are seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the premises No. 7 Ballygunge Circular Road, Calcutta (more fully and particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as the said PREMISES) subject however to the said Deed of Conveyance dated 15th February, 1941 each of the Vendors being entitled to the undivided share or interest therein capable of being transferred independently.

M. By virtue of the said Deed of Conveyance the said Dharendra Nath Mitra and/or persons claiming through him are purporting to be in possession of the said premises.

N. The Vendors have agreed to sell and transfer unto and in favour of the Purchaser the said Premises and/or the entirety of the right, title, interest, claim or demand whatsoever or howsoever and in respect of the said premises subject however to the said Indenture of Conveyance dated 15th February 1941 but otherwise free from all encumbrances charges liens, lispendens, attachments trusts whatsoever or howsoever at and for a consideration of Rs. 1,80,000/- (Rupees One lac eighty thousand only).

K. Ahmed.

Saleha Khatoon

NOW THIS INDENTURE OF WITNESSETH AS FOLLOWS :-

1. That in pursuance of the said agreement and in consideration of Rs. 9,000/- already paid by the Purchaser to the Vendors as and by way of earnest money and in part payment of the consideration amount and in consideration of further payment of the balance consideration of Rs. 1,71,000/- (Rupees one Lac seventy one thousand only) paid at or before execution of these presents (the receipt whereof

the Vendors do and each of them doth hereby admit and acknowledge to have been received and of and from the payment of the same and every part thereof acquit release and discharge the Purchaser and the said Property hereby intended to be sold and transferred) the Vendors do and each one of them doth hereby grant convey transfer assure and assign by way of absolute sale to the Purchaser free from all encumbrances charges liens lispens attachments trusts whatsoever or howsoever ALL the entirety of the said premises No. 7 Ballygunge Circular Road, Calcutta, containing by admeasurement 18 Cottahs 11 Chittacks 21 Sq.ft. (be the same a little more or less) together with the Building situated thereon (more fully and particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as THE SAID PROPERTY) OR HOWSOEVER OTHERWISE the said property or any part thereof now are or is heretofore were or was situated butted and bounded called known numbered described or distinguished TOGETHER WITH all boundaries, drains, water courses, paths, passages, fences, fights, liberties, privileges, easements and appurtenances including all houses, out-houses other buildings erections fixtures walls yards court yards benefits and advantages of ancient and other rights whatsoever to the said property or any part thereof belonging or in any way appertaining to or with the same or any part thereof usually held and occupied or engaged or reputed to belongs to be appurtenant thereto AND the reversion or reversions remainder ~~reminders~~ rents, issues and profits thereof and of every part thereof AND all the estate right title inheritance use trust property claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property on every part thereof AND all deeds pattahs muniments writings and evidence of the title which is anywise relating to the said property or

R. Ahmed

Saleha V. Hassan

:: 8 ::

any part or parcel thereof and which now are or hereafter shall as may be in the custody power or possession of the Vendors or their respective heirs, executors, administrators, representatives and/or assigns or any person from whom the Vendors or any one of them can or may procure the same without execution or suit at law or in equity TO HAVE AND TO HOLD the said Property and every part thereof hereby granted sold conveyed and transferred or expressed and intended so to be with their rights members and appurtenances unto and to the use of the Purchaser its successor or successors in office and assigns absolutely and forever SUBJECT TO the said Indenture of Conveyance dated 15th February 1941.

II. AND THE VENDORS do hereby for themselves their respective heirs executors administrators legal representatives and assigns covenants with the Purchaser its successor or successors as follows :-

(a) That notwithstanding any act deed or thing whatsoever by the Vendors or by any of their predecessors and ancestors entitled done or executed or knowingly suffered to the contrary they, the Vendorshad at all material times heretofore and now have good right, power absolute authority and indefeasible title to grant sell convey transfer assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser its successor or successors.

K. Ahmed

Saleha Khatoon

(b) And that the Purchaser its successor or successors shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive all rents issues and profits without any law eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from or under any of

their ancestors or predecessors entitled.

(c) And that free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by all costs and expenses of the Vendors well and sufficiently indemnify of and from and against in all manner all claims charges liens debts attachments and encumbrances whatsoever made or suffered by the Vendors or any of their ancestors or predecessors entitled or any person or persons lawfully or equitably claiming as aforesaid.

(d) And further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendors or from or under any of their predecessors or successors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser its successor or successors do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser its successor or successors according to the true intent and meaning of their deeds as shall or may be reasonably required.

K. Ahmed
Sadeeqa Khatoon

(e) AND FURTHER more that the Vendors and all its successor or successors shall at all times hereafter indemnify and keep indemnified the Purchaser its successor or successors from and against all losses damages costs charges and expenses if any suffered or incurred by reason of any default in the title of the Vendors or any breach of the covenants herein contained.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the land hereditaments and premises together with piece and parcel of land whereon and on part whereof the same are erected and built measuring 18 Cottahs 11 Chittaks 21 sq.ft. situate and lying at and being premises No. 7, Ballygunge Circular Road, in the town of Calcutta and comprised in Holding No. 17 now present No. 403 in the Southern Division of the town of Calcutta shown and delineated in the map or plan annexed hereto and within the Registering District Alipore and Sub-Registry Sealdah butted and bounded :-

- ON THE NORTH :- S, BALLYGUNGE CIRCULAR ROAD, CALCUTTA 700 019
ON THE SOUTH :- Rowland Road, Calcutta 700 020
ON THE EAST :- Ballygunge Circular Road, Calcutta 700 019 and portion of 6/4 Ballygunge Circular Road, Calcutta-19
ON THE WEST :- S, BALLYGUNGE CIRCULAR ROAD, CALCUTTA 700019.

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

SIGNED SEALED AND DELIVERED
BY THE VENDORS AT CALCUTTA IN
PRESENCE OF

Abul Kalam Azad
A. M. A. Sayeed

185/1 Park St
Cal-17

Moazzam Hosain
14, Nawab Abdul Rahim
Sr
Cal-70016

SIGNED SEALED AND DELIVERED
BY THE PURCHASER AT CALCUTTA
IN PRESENCE OF :

1. *Kabiruddin Ahmed*
2. *Kutubuddin Ahmed*
3. *Mohiuddin Ahmed*
4. *Shabiruddin Ahmed*
5. *میرا بیگم*
6. *Saleha Khatoon*
7. *Fatima Begum*
8. *Zohra Khatoon*
9. *Hafizakhatoon*

For NEERAJ ESTATES PVT. LTD.

Mulhappadhyay
Director

S/o *Amal Mulhappadhyay*
P-41 Princep Street
Cal-72 P.S. Bowbazar

MEMO OF CONSIDERATION

RECEIVED with thanks from M/s. NEERAJ ESTATES PVT. LTD. the Purchaser herein a sum of Rs. 1,80,000/- (Rupees one lakh eighty thousand only) as detail given below for and against full and final consideration amount against Agreement for Sale of undivided share in the premises No. 7 Ballygunge Circular Road, Calcutta.

1. KABIRUDDIN AHMED :

Rs. 1,000/- in Cash on 27.1.1992
Rs. 4,000/- in Cash on 10.2.1992
Rs. 15,000/- By Cashier Order No. 006358 dated 10.2.1992
Rs. 20,000/- drawn on Hongkong & Shanghai Banking Corpn. Ltd.

Kabiruddin Ahmed
KABIRUDDIN AHMED.

2. KUTUBUDDIN AHMED

Rs. 1,000/- In Cash on 27.1.1992
Rs. 4,000/- In Cash on 10.2.1992
Rs. 15,000/- By Cashier Order No. 006357 dated 10.2.1992
Rs. 20,000/- drawn on Hongkong & Shanghai Banking Corpn.Ltd.

Kutubuddin Ahmed
KUTUBUDDIN AHMED

3. MOHIUDDIN AHMED :

Rs. 1,000/- In cash on 27.1.1992
Rs. 4,000/- In Cash on 10.2.1992
Rs. 15,000/- By Cashier Order No. 006350 dated 10.2.1992
drawn on Hongkong & Shanking Banking Corpn. Ltd.

Mohiuddin Ahmed
MOHIUDDIN AHMED

Ahmed
4. ~~SHABBUDDIN AHMED:~~ SHABBIRUDDIN AHMED

Rs. 1,000/- In cash on 27.1.1992
Rs. 4,000/- In Cash on 10.2.1992
Rs. 15,000/- By Cashier Order No. 006360 dated 10.2.1992
drawn on Hongkong & Shanghai Banking Corpn.Ltd.

Shabbiruddin Ahmed
SHABBIRUDDIN AHMED
SHABBIRUDDIN AHMED

5. MST. NASIM AKHTER :

Rs. 1,000.00 In cash on 27.1.1992
Rs. 4,000.00 In cash on 10.2.1992
Rs. 15,000.00 By Cashier Order No. 006351 dated 10.2.1992
Rs. 20,000.00 drawn on Hongkong & Shanghai Banking Corpn. Ltd.

MST. NASIM AKHTER
MST. NASIM AKHTER

6. MRS. SALEHA KHATOON :

Rs. 1,000.00 In cash on 27.1.1992
Rs. 4,000.00 In cash on 10.2.1992
Rs. 15,000.00 By Cashier Order No. 006354 dated 10.2.1992
Rs. 20,000.00 drawn on Hongkong & Shanghai Banking Corpn. Ltd.

Saleha Khatoon
MRS. SALEHA KHATOON

7. MRS. FATIMA BEGUM :-

Rs. 1,000.00 In Cash on 27.1.1992
Rs. 4,000.00 In Cash on 10.2.1992
Rs. 15,000.00 By Cashier Order No. 006356 dated 10.2.1992
Rs. 20,000.00 drawn on Hongkong & Shanghai Banking Corpn. Ltd.

Fatima Begum
MRS. FATIMA BEGUM

8. MRS. ZOHARA KHATOON :

Rs. 1,000.00 In Cash on 27.1.1992
Rs. 4,000.00 In cash on 10.2.1992
Rs. 15,000.00 By Cashier Order No. 006353 dated 10.2.1992
Rs. 20,000.00 drawn on Hongkong & Shanghai Banking Corpn. Ltd.

Zohra Khatoon

MRS. ZOHARA KHATOON

9. HAFIZA KHATOON :

Rs. 1,000.00 In Cash on 27.1.1992
Rs. 4,000.00 In cash on 10.2.1992
Rs. 15,000.00 By Cashier Order No. 006355 dated 10.2.1992
Rs. 20,000.00 drawn on Hongkong & Shanghai Banking Corpn. Ltd.

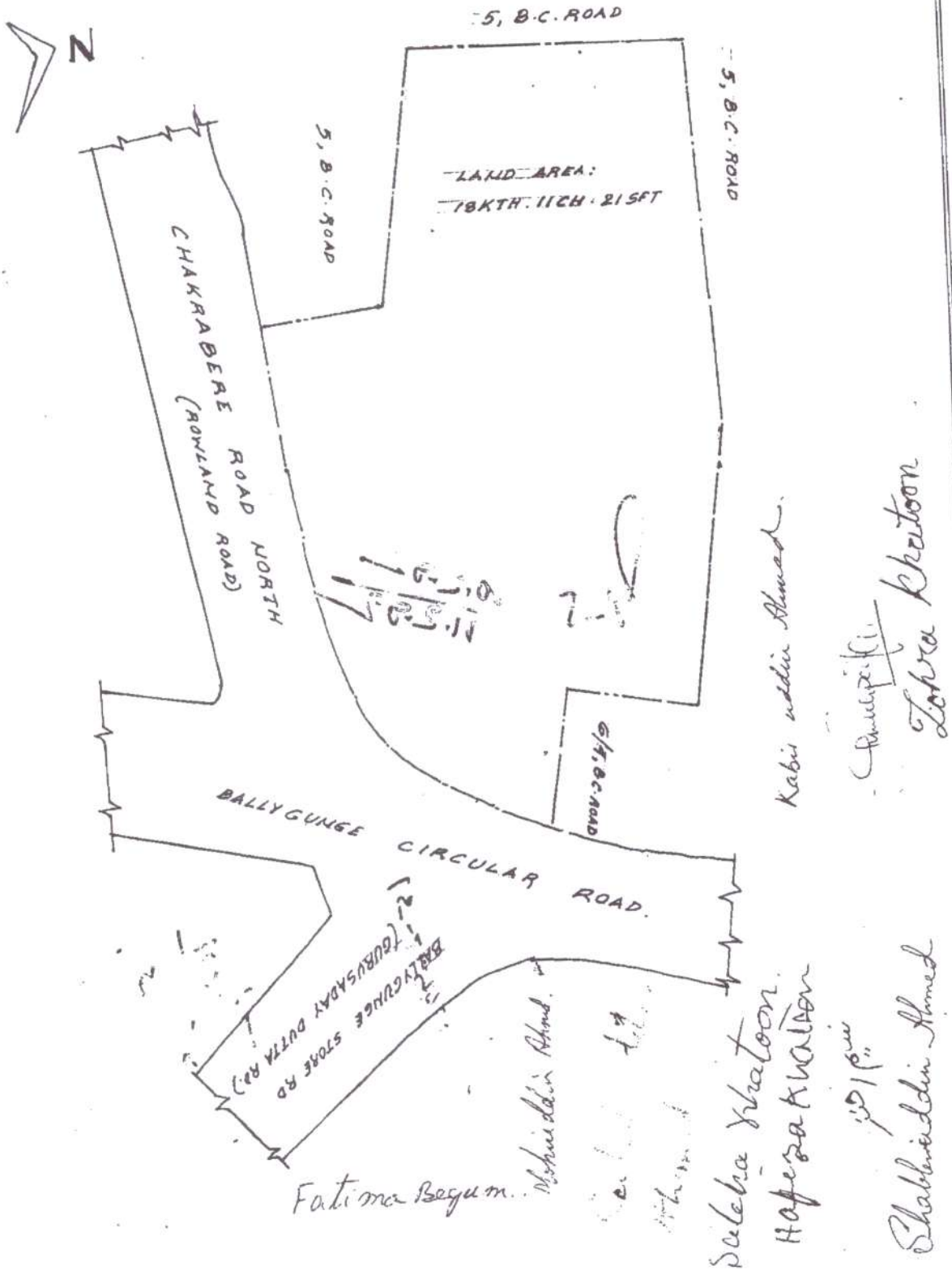
Hafiza Khatoon

HAFIZA KHATOON

SITE PLAN OF PREMISES NO. 7, BALLYGUNGE

CIRCULAR ROAD. CALCUTTA-700019.

SCALE :- 30'0" = 1"





[Handwritten signature] 10.2.92

Coaldak. 24-Parabang

DATED this day of 1992

B E T W E E N

KUTUBUDDIN AHMED & ORS.

A N D

NEERAJ ESTATES PVT. LTD.



10.2.92
11.2.92
Deeds of Conveyance



15-2-92
Sd/-
Asst. District Sub-Registrar



R. L. GAGGAR
SOLICITORS & ADVOCATE
6 OLD POST OFFICE STREET
CALCUTTA 700 001