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CALCUTTA COLLECTORATE

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2023 THIS INDENTURE made this 3rd day of May

One Thousand Nine Hundred and Eighty Five B E T W E E N

(1) SMT. PARUL BALA DAS widow of Late Rabindra Nath Das

(2) SMT. AMITA DAS wife of Sri Ramendra Nath Das

(3) SMT. CHITRALEKHA DAS wife of Sri Raj Narayan Das, all

A. Das, by Religion Caste Hindu by occupation house-wives and land-holders

C. Das. and all residing at No. 10, Kirpanath Lane in the town of Calcutta - 700 005, hereinafter collectively referred as

"the VENDORS" (which expression unless excluded by or repugnant to the context shall include their respective heirs, successors, executors, administrators, representatives and

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assigns) of the FIRST PART AND (1) SHAHANSHAH HUSSAIN JAFFRI, son of Late Khizir Mohammed, by occupation business (2) SMT. NARJIS KHATOON wife of the said Shahanshah Hussain Jaffri, by occupation House wife (3) SARDAR HAIDER JAFFRI, son of the said Shahanshah Hussain Jaffri, by occupation business (4) IFTEKHAR HAIDER JAFFRI son of the said Shahanshah Hussain Jaffri by occupation business And (5) NEAZ HAIDER JAFFRI, son of the said Shahanshah Hussain Jaffri, by occupation business all by Caste Muslim all residing at No. P-129, New Circular Road (formerly Lower Circular Road) in the town of Calcutta - 700 017, hereinafter collectively referred to as "the PURCHASERS" (which expression unless excluded by or repugnant to the context shall include their respective heirs, successors, executors, administrators and assigns) of the SECOND PART AND (1) RAMENDRA NATH DAS son of Rama Nath Das deceased, by occupation businessman, (2) RAJ NARAYAN DAS son of Rama Nath Das deceased by occupation Chartered Accountant (3) MANABENDRA KUMAR DAS, son of Rabindra Nath Das deceased by occupation businessman, all by Religion Hindu, all residing at No. 10, Kirpanath Lane, in Calcutta - 700 005, hereinafter referred to as "the CONFIRMING PARTIES" (which expression unless excluded by or repugnant to the context shall include their respective heirs, successors, executors, administrators, representatives and assigns) of the THIRD PART :

W H E R E A S one Rama Nath Das son of Raghu Nath Das deceased was seised and possessed of the hereditaments and premises No. 32, Chingrighata Road, now known as No. 32, Debendra Chandra Dey Road, Calcutta.

AND WHEREAS by an Indenture of Lease bearing date the 16th day of October 1958 and made between the said Sri Rama Nath Das described therein as the Lessor of the First Part and One Begum Noor Afroz therein described as the Lessee of the Second Part and one Janab Mohamad Zahir therein described as the Guarantor of the Third Part the said Sri Rama Nath Das as the Lessor in consideration of the rent thereby reserved and the covenants and conditions on the part of the said Lessee to be observed and performed demised unto the said Begum Noor Afroz the premises No. 32, Chingrighata Road now known as No. 32, Debendra Chandra Dey Road within the Municipal limits of the town of Calcutta more fully and particularly described in the Schedule thereunder written for a term of 21 years commencing from the 1st day of November 1958.

AND WHEREAS during the continuance of the term under the said Indenture of Lease dated the 16th day of October 1958 the said Begum Noor Afroz started a business as a manufacturer of and dealer in plastic and rubber goods and rubber canvas shoes of several types and qualities under the name and style of "Indian Rubber and Plastic Works" at the said premises No. 32, Debendra Chandra Dey Road and subsequently converted the same into a co-partnership business with one Mussamat Rasulan Khatoon.

AND WHEREAS sometime in the year 1961 the said Begum Noor Afroz filed a suit in the 9th Sub-Judges Court at Alipore against the said Mussamat Rasulan Khatoon and

others being Title Suit No. 131 of 1961 (Begum Noor Afroz -Vs- Mussamat Rasulan Khatoon & Ors.) for several reliefs pertaining to the said partnership.

AND WHEREAS after various proceedings were had in the said Title Suit No. 131 of 1961 the parties thereto amicably settled the disputes between themselves and by an order made therein and dated the 22nd day of February 1964 the suit was dismissed and the Receiver appointed therein over the said partnership business was discharged.

AND WHEREAS by a Deed of Sale of even date and made between the said Begum Noor Afroz and Mussamat Rasulan Khatoon therein described as the Vendors of the One Part and Arjandas Talwar, Jiwandas Talwar and Shahanshah Hussain Jaffri therein described as the Purchasers of the Other Part the said Begum Noor Afroz and Mussamat Rasulan Khatoon for the consideration therein mentioned sold transferred and conveyed unto and to the use of the aforesaid Purchasers the said Arjandas Talwar, Jiwandas Talwar and Shahanshah Hussain Jaffri all the machineries goods and articles belonging to the said partnership business absolutely and forever.

AND WHEREAS during the continuance of the term of the said Indenture of Lease dated the 16th day of October 1958 the said Begum Noor Afroz in the name of Indian Rubber & Plastic Works sublet a portion of the said premises being a portion of the south western godown on the ground floor

of the said premises No. 32, Chingrighata Road now known as No. 32, Debendra Chandra Dey Road measuring 5 cottahs 8 chittacks more or less to Messrs Gammon India Private Limited of No. 36, Ganesh Chandra Avenue, Calcutta as a monthly tenant.

AND WHEREAS in exercise of the rights reserved in the hereinbefore in part recited Indenture of Lease dated the 16th day of October 1958 the said Sri Rama Nath Das as Lessor instituted a suit in the 9th Court of the Subordinate Judge at Alipore against the said Begum Noor Afroz & Ors. being Title Suit No. 78 of 1963, interalia for a decree for Khas Possession of the demised premises.

AND WHEREAS after various proceedings were had in the Title Suit No. 78 of 1963 the same was compromised between the parties thereto and a joint compromise petition had duly been filed on the 26th day of March 1964 in the said Title Suit No. 78 of 1963.

AND WHEREAS by an Indenture dated the 26th day of March 1964 and made between the said Begum Noor Afroz of the First Part, Janab Mohammad Zahir of the Second Part and Mussamat Rasulan Khatoon and Mohammad Sagir of the Third Part and the said Sri Rama Nath Das as the Lessor of the Fourth Part the said Begum Noor Afroz for the consideration therein mentioned surrendered the said Lease bearing date the 16th day of October 1958 in favour of the said Sri Rama Nath Das described therein as Lessor with effect from the 26th day of March 1964 and delivered over to the said Sri Rama Nath Das

quiet vacant and peaceful possession of the portion of the said premises other than the tenanted portion and by letter of attornment of the said tenanted portion occupied by M/s. Gammon India Private Limited as a monthly tenant.

AND WHEREAS the said Rama Nath Das was seised and possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises together with all buildings structure and boundary walls being premises No. 32, Chingrighata Road now known as 32, Debendra Chandra Dey Road measuring 18 cottahs be the same a little more or less more particularly described in the Parts I and II of the Schedule of the Indenture of Lease dated the 26th day of March 1964 hereinafter mentioned.

AND WHEREAS the said Purchasers the said Arjandas Talwar, Jiwandas Talwar and the said Shahanshah Hussain Jaffri offered to take a lease of the said Premises No. 32, Debendra Chandra Dey Road together with the tenanted portion of the said premises occupied by M/s. Gammon India Private Limited as a monthly tenant.

AND WHEREAS by an Indenture of Lease bearing date the 26th day of March 1964 and made between the said Rama Nath Das described therein as the Lessor and the said Arjandas Talwar, Jiwandas Talwar and Shahanshah Hussain Jaffri as the Lessees the said Lessor Rama Nath Das in consideration of the rents therein reserved and the covenants and conditions on the part of the said Lessees to be observed and performed demised

unto the said Arjandas Talwar and the said Shahanshah Hussain Jaffri the Premises No. 32, Debendra Chandra Dey Road formerly known as 32, Chingrighata Road together with the tenanted portion of the said premises occupied by M/s. Gammon India Private Limited as a monthly tenant for a period of 21 years from the date of the said Lease dated the 26th day of March 1964 on the rents therein reserved and on terms and conditions therein contained.

AND WHEREAS the said M/s. Gammon India Private Limited vacated their tenancy and the whole of the said Premises No. 32, Debendra Chandra Dey Road came under occupation of the said Arjandas Talwar, Jiwandas Talwar and Shahanshah Hussain Jaffri.

AND WHEREAS the said Arjandas Talwar, Jiwandas Talwar and the said Shahanshah Hussain Jaffri had been carrying on business of manufacture of rubber goods in the said premises in co-partnership under the name and style of "Jai Bharat Rubber Industries".

AND WHEREAS by a Deed of Retirement dated the 8th day of February 1965 the said Jiwandas Talwar duly retired from the said partnership business and the said Arjandas Talwar and Shahanshah Hussain Jaffri continued as partners.

AND WHEREAS by or under an Agreement made on the 11th day of March 1974 by the said Arjandas Talwar and Shahanshah Hussain Jaffri they interalia agreed to dissolve the said Firm Jai Bharat Rubber Industries and whereby the said Shahanshah Hussain Jaffri became sole proprietor upon dissolution of the said firm on the 12th day of March 1974 including all benefits of the said Lease.

AND WHEREAS by virtue of a Deed of Trust or Family Settlement dated 11th day of July 1969 registered in the office of the Registrar of Calcutta in Book No. 1, Volume No. 114, Pages from 77 to 83, Being No. 3286 in the year 1969 and made and declared by the said Rama Nath Das as Settlor in consideration of the love and affection that the Settlor bore towards the Beneficiaries mentioned therein granted transferred and conveyed unto his son Ramendra Nath Das as the Trustee the said Premises No. 32, Chingrighata Road now known as Debendra Chandra Dey Road upon trust and purposes mentioned therein and for the use and benefits of his wife Monorama Dasi for life, his three daughters-in-Law namely Sm. Parul Bala Das the sole widow of Rabindra Nath Das, Sm. Amita Das wife of Ramendra Nath Das and Sm. Chitralekha Das wife of Raj Narayan Das all therein mentioned and described as Beneficiaries.

AND WHEREAS the said Settlor the said Rama Nath Das made a provision in the said Deed of Trust or Family Settlement and authorised the Trustee to sell and also to raise loans, if necessary, by mortgaging the Trust Property or portion thereof as he would think proper.

AND WHEREAS the said Settlor the said Rama Nath Das also made a provision in the said Deed of Trust or Deed of Family Settlement that on the expiration of six years from the date of the said Deed i.e. from the 11th day of July 1969 the said Trust would come to an end and the property thereby settled as also the Reserve Fund or the residue, if any,

would vest absolutely and for ever in the said Sm. Parul Bala Das, Sm. Amita Das and Sm. Chitradekha Das in equal shares that is to say each of them would get one-third share therein and if any of them be then not alive then her share would vest in her heirs and legal representatives in equal shares.

AND WHEREAS by a Deed of Rectification made on the 22nd Day of September 1973 made between Rama Nath Das as Settlor and Ramendra Nath Das as the Trustee and Registered in the office of the Registrar of Assurances Calcutta in Book No. I, Volume No. 211, Pages 21 to 26, Being No. 5740 the Settlor the said Rama Nath Das reserved unto himself the Power to appoint 2 additional trustees besides the said Ramendra Nath Das.

AND WHEREAS By a Deed of Appointment of New Trustees dated the 22nd day of September 1973 made between Rama Nath Das as Settlor Ramendra Nath Das as Trustee, and Registered in the office of the Registrar of Assurances Calcutta in Book No. I, Volume No. 211, Pages 97 to 102 Being No. 5741 the said Settlor duly appointed (1) Raj Narayan Das son of Rama Nath Das and (2) Manabendra Kumar Das son of Rabindra Nath Das as the additional and New Trustees alongwith the said Ramendra Nath Das.

AND WHEREAS the said Monoroma Dasi, the wife of the Settlor died in the year 1984.

AND WHEREAS six years from the date of the said Deed of Trust or Family Settlement expired on the 11th day of July 1975 and the Trust Property viz. the said premises No.32, Chingrighata Road now known as No. 32, Debendra Chandra Dey Road duly vested absolutely in the said Beneficiaries the said Sm. Parul Bala Das, Sm. Amita Das and the said Sm. Chitradekha Das and the said Trustees duly transferred the said premises unto the said Beneficiaries in accordance with the terms of the said Deed of Settlement and that the said Trust stood extinguished or came to an end and since then the said Sm. Parul Bala Das, Sm. Amita Das and Sm. Chitradekha Das are enjoying the said premises and collecting rents thereof.

AND WHEREAS the said Settlor Rama Nath Das died on the 7th day of November 1981.

AND WHEREAS the Purchaser the said Shahanshah Hussain Jaffri who was/is in possession of the said premises requested the Vendors to sell the said premises to him and/or to his nominee or nominees.

AND WHEREAS the Vendors have agreed to sell the said premises to Shahanshah Hussain Jaffri (and/or his nominee or nominees) who is/was in the occupation of the said premises and the Purchasers have also agreed to purchase on the price herein reserved and the Confirming Parties herein have agreed to confirm these presents.

AND WHEREAS the said Shahanshah Hussain Jaffri has nominated himself and other Purchasers as his nominees to purchase the said premises.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 2,01,000.00 P. (Rupees Two Lakhs One Thousand only) of lawful money of the Union of India to the Vendors paid by the Purchasers on or before the execution of these presents (the receipt whereof the Vendors do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby release the Purchasers as well as the said premises No. 32, Debendra Chandra Dey Road formerly known as the 32, Chingrighata Road, Calcutta they the Vendors do hereby grant convey transfer assign and assure unto the Purchasers absolutely and free from all encumbrances ALL THAT two storied brick built messuage tenement or dwelling house, godown hereditaments, and premises together with fully covered piece and parcel of revenue redeemed land thereunto belonging whereon the same is erected and built containing by measurement 16 cottahs 7 chittacks and 5 Square feet be the same as little more or less and more particularly described in the Schedule hereunder written and delineated in the map or plan with Red Border annexed hereto and marked "X" (hereinafter referred to as "the demised premises") TOGETHER WITH all buildings, sheds, yards, areas, sewers, drains, waters, water-course, lights, liberties, easements, privileges appendages and appurtenances whatsoever to the said land messuage tenement hereditaments and premises belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND ALL

the estate right title, interest property claim and demand whatsoever of the Vendors or any of their predecessors-in-title into or upon the said demised premises or in any part thereof AND ALL deeds pattahs muniments writings evidences of title and other documents exclusively relating to or concerning the same or any portion or portions thereof which now are or hereafter shall or may be in the custody possession or power of Vendors or any person or persons from whom the Vendors may procure the same without any action or suit in law or in equity AND TO HAVE AND TO HOLD the said demised premises hereby granted conveyed transferred assigned assured and confirmed or expressed or intended so to be with the appurtenances unto and to the use of the Purchasers absolutely and for ever AND the Vendors do hereby covenant with the Purchasers that notwithstanding any act deed matter or thing by the Vendors done or omitted or willfully suffered to the contrary the Vendors now have good right full power and absolute authority to grant transfer and convey the said demised premises hereby granted transferred and conveyed or expressed or intended to be so unto and to the use of the Purchasers in the manner aforesaid AND THAT the said Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said demised premises hereby granted and conveyed and receive the rent issues and profits thereof without any lawful 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 any of their predecessors in title AND THAT

free and absolutely discharged from all adverse estate right title and interest charge attachments pre-emption encumbrances whatsoever made or suffered by the Vendors or any of their predecessors-in-interest or any person or persons whosoever claiming under them as aforesaid AND FURTHER that the Vendors and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said demised premises hereby granted and conveyed ~~or~~ any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter do or execute and cause to be done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the said demised premises hereby granted and conveyed as aforesaid and of every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may reasonably be required.

AND FURTHER that in the event the demised premises or any portion or any share thereof being lost to the Purchasers on account of any claim made thereto by any other person or persons, the Vendors shall indemnify and keep indemnified the Purchasers against such loss together with all costs charges and expenses which they may or shall incur to protect their title to the demised premises or to defend the same.

AND FURTHER the Vendors and each of them do hereby DECLARE that the demised premises hereby transferred, fully described in the Schedule hereunder written, is fully covered or constructed and is within the ceiling area or limit and

that there is no vacant land within the meaning of the Urban Land (ceiling & Regulation) Act, 1976 and that there is also no violation of the said Act AND the Confirming Parties hereto do hereby DECLARE that on or after the 11th day of July 1975 they transferred the demised premises unto the Vendors in pursuance of the covenants contained in the said Deed of Trust or Family Settlement dated the 11th day of July 1969 that the demised premises would vest in the Vendors after six years from the date thereof AND FURTHER that the Confirming Parties hereto do hereby confirm the sale hereby made in the manner aforesaid by the Vendors unto the Purchasers.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT Two storied brick built messuage tenement or dwelling house godowns hereditaments and premises together with fully covered or constructed piece or parcel of revenue redeemed land thereunto belonging and whereon the same is erected and built containing according to Collectorate Record 16 Cottahs 7 Chittacks and 5 Sq.ft. be the same a little more or less situate lying at and being Premises No. 32, Chingrighata Road now known as No. 32, Debendra Chandra Dey Road in the Municipal town of Calcutta being former Holding No. 76 and now No. 231 in Sub-division "R" in Division IV Police Station Entally in Dihl Panchannagram Registration Sub-District Sealdah in the District of 24-Parganas and Butted and Bounded in the manner following that

to say On the North partly by pucca structure and partly tin sheds belonging to Munshi Khyarati Khan On the East by Premises No. 32/A, Debendra Chandra Dey Road (formerly No.32, Chingrighata Road), On the South by Debendra Chandra Dey Road and On the West by Premises No.31, Debendra Chandra Dey Road, Calcutta OR HOWSOEVER OTHERWISE the said hereditaments and premises now are or was heretofore butted, bounded, called, known numbered, described or distinguished.

IN WITNESS WHEREOF the Vendors hereto have hereunto set and subscribed their respective hands and seals on the day month and year abovewritten.

SIGNED SEALED & DELIVERED
by the Vendors abovenamed
at Calcutta in the presence
of :

1. A S onek Dutt
Solicitor & Advocate
Calcutta
2. Dr R. Lodge
Solicitor & Advocate
Calcutta

Read over &
explained by me
by Smt Parul Bala Das
& Smt Anita Das

Dr R. Lodge

Parul Bala Das.

Anita Das.



Chitra Bala Das.



Munshi Dutt Das.



Paramayan Das.



Manabendra Kumer Das.



RECEIVED of and from the withinnamed
Purchasers the sum of Rs. 2,01,000.00 P.
(Rupees Two Lakhs One Thousand only)
being the consideration money herein
as per Memo herein set forth

Rs. 2,01,000.00 P.

MEMO OF CONSIDERATION

Novr. 30, 1984. By Pay Orders all
dated 17.11.1984 drawn by
Syndicate Bank, Circus Avenue
Calcutta, in favour of -

Sm. Parul Bala Das (No. 295646/556)	Rs. 10,000/-
Sm. Amita Das (No. 295646/557)	Rs. 10,000/-
Sm. Chitralekha Das (No. 295647/558)	<u>Rs. 10,000/-</u>
	Rs. 30,000.00 P.

March 29, 1985. By Pay Orders
all dated 28.3.1985 drawn
by Syndicate Bank, Circus
Avenue, Calcutta, in
favour of -

Sm. Parul Bala Das (No. 295935/188)	Rs. 9,000/-
Sm. Amita Das (No. 295936/189)	Rs. 9,000/-
Sm. Chitralekha Das (No. 295937/190)	<u>Rs. 9,000/-</u>
	Rs. 27,000.00 P.

May, 1985. By Pay Orders
all dated 29.4.1985
drawn by Syndicate Bank
Circus Avenue, Calcutta
in favour of -

Sm. Parul Bala Das (No. 296020/273)	Rs. 48,000/-
Sm. Amita Das (No. 296021/274)	Rs. 48,000/-
Sm. Chitralekha Das (No. 296022/275)	<u>Rs. 48,000/-</u>
	Rs. 1,44,000.00 P.

TOTAL Rs. 2,01,000.00 P.

(Rupees Two Lakhs and One Thousand only)

Witnesses :

Asanendu

M.R. Lodge

Parul Bala Das.

Amita Das.

Chitralekha Das

PREM. NO. 32. DE BENDRA CH. DEY ROAD CAL.
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•ON

NO. 31. DEBENDRA CH DEY ROAD

Sand Park

Am. J. Ophthal.

Chela lobha Sri.

W. J. Green
Associate Professor

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Answers for French

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Macrobaccha Nigra L.

RJL
DATED THIS 3RD DAY OF MAY

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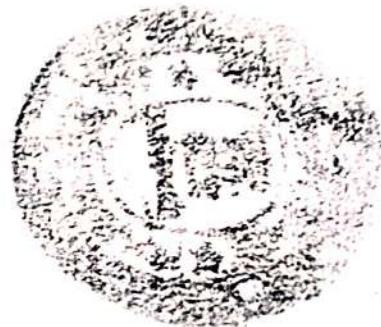
JK
BETWEEN
SMT. PARUL BALA DAS & ORS
AND
SHAHANSHAH HUSSAIN JAFFRI &

C
Re: Premises No. 32, Debend
Chandra Dey Road.

JK
DEED OF CONVEYANCE

For *Immigration of Acquaintance*
Calcutta

6-5-86



*Immigration of Acquaintance
Calcutta*

40A
B. R. Lodge,
Attorney-at-Law & Advocate
12, Old Post Office Street
Calcutta