

Stamp Addressed to  
 Schedule 1A No. 23 + 5 E  
 and also under Section 11 of the  
 Calcutta Stamp Act 1897  
 Stamp Duty paid under the  
 Act of 1920  
 Rs. 100  
 Rs. 5890

159  
 13388 I

REGISTRAR OF ASSURANCE  
 CALCUTTA

STAMP AFFIXED BY  
 11/9/91  
 STAMP SUPERINTENDENT  
 CALCUTTA COLLECTORATE

A. 6270  
 E. 55  
 M.C. 25  
 M.C. 4  
 6361  
 9 TC - Decree E. Bill printed

THIS INDENTURE made this 16<sup>th</sup> day of September One thousand Nine hundred and Ninetyone BETWEEN SANTOSH KUMAR SADHUKHAN son of late Gobordhan Sadhukhan, by religion - Hindu by occupation landholder, residing at No. 17, Colootola Street, Police Station - Bowbazar in the City of Calcutta, Trustee to the Trust Estate of <sup>Mahendra Nath</sup> ~~Santosh Kumar~~ Sadhukhan constituted under and in terms of a registered Deed of Trust dated 19th November, 1953, hereinafter referred to as the "VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Trustee for the time being and his <sup>Successors in office</sup> ~~Administrators, Administrators, Administrators~~) of the ONE PART AND FYUSH BUILDERS PRIVATE LIMITED, a Private Company with limited liability incorporated

6270  
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 6361  
 J.K.  
 14

5.46 000  
 + 25.000  
 6.71 000

under...

16-2-71

INDIA POST OFFICE

Board Room Ganguly  
80 Cole S. B. Ganguly  
10 22 for more  
Calcutta, High Street

Board Room Ganguly  
80 Cole S. B. Ganguly at  
No. 10 22 for more  
Calcutta High Street

PRINCE OF WALES  
Jehamul Khatun

Sankar Kumar Bha

Post

Sankar Kumar

Sankar Kumar Sankar Bha  
17 Cole S. B. Ganguly  
Calcutta & Jehamul Khatun  
Direct for High Street  
No. 10 22 for more  
Calcutta

16-2-71

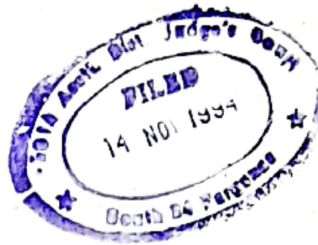
INDIA POST OFFICE

Sankar Kumar Sankar Bha  
17 Cole S. B. Ganguly  
Calcutta & Jehamul Khatun  
Direct for High Street  
No. 10 22 for more  
Calcutta

PRINCE OF WALES

Jehamul Khatun





under the Companies Act, 1956 having its registered office at 10, Canning Street, Calcutta, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS by a Deed of Trust dated 19th day of November, 1953 made between the Vendor herein as the Settlor of the One Part and also the Vendor herein as the Trustee of the Other Part and registered in Book No. I, Volume No. 95, Pages No.73 to 79 being Serial No.2476 for the year 1953 at the Sealdah Sub-Registration Office, the Settlor transferred, assigned and assured unto the Trustee ALL THAT his undivided half share in premises No. 61/B, Hazra Road, Calcutta, consisting of piece or parcel of land containing an area of 15 cottahs be the same a little more or less TOGETHER WITH brick built building standing thereon or on part thereof, fully described in the Schedule thereto and also in the First Schedule hereunder written (hereinafter referred to as the "said property").

AND WHEREAS the Vendor herein accordingly as Trustee as aforesaid is seised and possessed of and/or otherwise well and sufficiently entitled to the said property, fully described in the First Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered in red on terms and conditions contained in the said Deed of Trust free from all encumbrances, attachments, liens, lispendens, alignments, requisitions and acquisitions whatsoever except for some portion thereof let out to the several tenants fully detailed in the Second Schedule hereunder.

AND....



**SECRET**

16-3-91



3.



AND WHEREAS THE Vendor in exercise of the powers and authorities reserved unto him under and in terms of paragraph No. 9 of the said Deed of Trust and upon the Vendors representation to the purchaser to deploy the sale proceeds strictly in accordance with the conditions of the said Trust and to observe the Terms and Conditions thereof ~~of~~ ~~one~~ one Hemant Kothari, son of Jhanwarlal Kothari of 18, Desapriya Park Road, Police Station Tollygunge, entered into an agreement in writing dated 12th December 1990 to buy the said first scheduled premises either in his own name or in the name of his nominee or nominees at as for the consideration therein mentioned.

g.k.  
1/1/90

AND WHEREAS the said Hemant Kumar Kothari duly appointed the Purchaser herein as his nominee in his place and stead for purchase of the said property from the Vendor and such nomination has been duly accepted by the Vendor herein.

AND WHEREAS the Vendor as Trustee has now agreed to sell and the Purchaser herein has agreed to purchase the said property fully described in the First Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered in red at or for the consideration of Rs.5,71,000/- (Rupees Five lacs and Seventyone thousand) only free from all encumbrances, attachments, liens, lispendens, alignments, requisitions and acquisitions whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.25,000/- (Rupees Twentyfive thousand) only already paid by the said Hemant Kothari to the Vendor as and by way of earnest money and in part payment of purchase price and duly reimbursed by

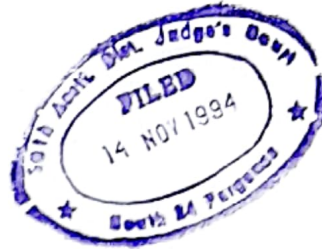
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SECRETARY TO GOVERNMENT  
CALCUTTA

16.2.91



the Purchaser herein to the said Hemant Kothari and in consideration of the balance sum of Rs.5,46,000/- (Rupees Five lacs and fortysix thousand) only to be paid to the Vendor by the Purchaser subsequent to the completion of sale in such manner as stated in the Third Schedule hereunder which the Vendor doth hereby agrees and undertakes to admit and acknowledge and of and from the same and every part thereof to acquit, release and forever discharge the purchaser and also the said property hereby intended to be sold subject only to the Vendor receiving the full consideration of Rs.5,46,000/- (Rupees five lakhs and fortysix thousand) only as detailed in the Third Schedule hereunder written by the Vendor as the beneficial owner doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto the Purchaser free from all encumbrances, attachments and other defects in title and until receipt of the balance of the said agreed consideration of Rs.5,46,000/- (Rupees five lacs and forty-six thousand) only subject to the statutory charge in favour of the vendor in respect of the said property fully mentioned and described in the first Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered in red or HOWSOEVER OTHERWISE the said property now are or heretofore were or was situate, butted, bounded called known numbered described and distinguished TOGETHER WITH all houses, out-houses or other buildings, erections, walls yards court yards and benefit and advantages of ancient and other lights, liberties easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof 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 the reversion and reversions, remainder and remainders, rents issues and profits thereof and of every part thereof TOGETHER

all...

*JK*  
*19*

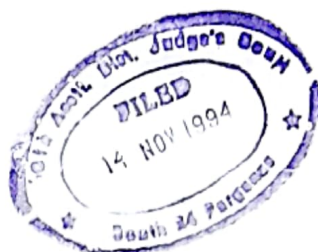




SECRETARY  
BANGALORE

16-9-81





all the estate, right, title inheritance, use property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said prperty or every part thereof and all deeds, pattahs, muniments, writings and evidences of title which in anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor or any persons from whom he can or may procure the same without action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY the said property and every part thereof hereby granted, sold, conveyed, transferred, expressed and intended so to be unto and to the use of the Purchaser forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created suffered by the Vendor except for the charge in favour of the Vendor for the said unpaid consideration hereof and the Vendor doth hereby for himself covenant with the Purchaser that notwithstanding any act, deed or thing whatsoever by the Vendor or by any of his predecessors and ancestors in title done or executed or knowingly suffered to the contrary he the Vendor had at all material times heretofore and now has good right, full 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 in the manner aforesaid and that the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues, profits thereof without any lawful eviction, hinder, interruption, disturbance, claim or demand whatsoever from or

*J.K.*  
*14/11*

by...



**REGISTRAR OF COMPANIES**  
**CALCUTTA**

16-9-71





by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereon from under or in trust for him or from or under any of his ancestors or predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any of his ancestors and predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Vendor 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 him the Vendor or from or under any of his predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed of 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 according to the true intent and meaning of these presents as shall or may be reasonably required. AND THE VENDOR FURTHER COVENANTS with the purchaser that upon the purchaser paying and/or causing to be paid the full consideration hereinbefore stated for the transfer of the property described in the First Schedule hereof the Vendor shall at the costs and expenses of the PURCHASER execute and register a Deed of Release in favour of the PURCHASER releasing the said First Schedule property from the aforesaid charge.

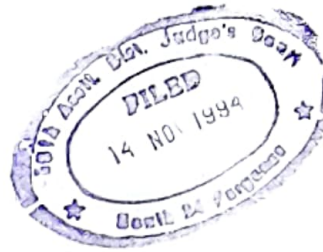
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DEPARTMENT OF ASSURANCE  
BANGALORE

16.9.91





THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the Vendor's undivided half share or interest in the piece or parcel of rent free land or ground containing by estimation an area of 15 cottahs 3 chittacks and 29 square feet be the same a little more or less together with all structures and buildings standing on a portion thereof and occupied by Tenants and unauthorised occupiers situate lying at and being a portion of premises No. 2A, Garcha First Lane, now numbered as 61-B, Hazra Road, within Thana Gariahat Division 6 Sub-Division P Holding No.329 (formerly 180 and 181) Dihi Panchanna-gram included in Touji No.1298/2833 of the Alipore Collectorate Sub-registration Office Sealdah and within the Municipal limits of the town of Calcutta butted and bounded on the North by Hazra Road, on the East by the land belonging to Ramani Kanta Pal, on the South by the lands partly belonging to the Vendor and partly that Rashbehari Nath, Anil Kumar Sircar and Provate Kumar Ghose and another and on the West by Garcha 1st Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO :

<u>Sl. No.</u>	<u>Name of Tenant</u>	<u>Rate of Rent</u>
1.	Mahabir Shaw :	Rs. 50/-
2.	Shankar Shaw :	Rs. 20/-
3.	Gun Charan Singh :	Rs. 12/-
4.	Misri Lal Shaw :	Rs. 20/-
5.	Jaduji Thakur :	Rs. 20/-
6.	Dipak Kumar Dey :	Rs. 33/-
7.	Sk. Munna :	Rs. 20/-
8.	Satyanarain Shaw :	Rs. 20/-
9.	Siwji Shaw :	Rs. 20/-
10.	Peswari Lal :	Rs. 12/50



OFFICE OF ASSISTANT  
CALCUTTA

16. 9. 91



Sl. No.	Name of Tenant	Rate of Rent
11.	Ram Charit Thakur	Rs. 14/-
12.	Nagina Shaw	Rs. 20/-
13.	Jog Shaw	Rs. 25/-
14.	Jesupal Shaw	Rs. 20/-
15.	Ramji Singh	Rs. 20/-

THE THIRD SCHEDULE ABOVE REFERRED TO :

The balance consideration of Rs.5,46,000/- (Rupees Five lakhs and fortysix thousand) only is to be paid to the Vendor within 6 months after the completion but not later than 2 (two) years from the date of execution of these presents, <sup>with interest @ 12% per annum.</sup> In the event of death of the Vendor in the meantime such sum shall be paid to Vendor's wife Sm. Dhirarani Sadhukhan as the sole beneficiary.

IN WITNESS WHEREOF the <sup>parties</sup> ~~Vendor~~ hereto have hereunto set and subscribed their hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED by  
SANTOSH KUMAR SADHUKHAN, at  
Calcutta in the presence of :

Basid Baran Garguly,  
10, Old Fort area Street,  
Calcutta.

Dilip. Kumar. Sinha  
Solicitor, Calcutta

SIGNED SEALED & DELIVERED for  
and on behalf of PIYUSH BUILDERS  
(P) LTD, at Calcutta in the  
presence of :

Basid Baran Garguly

Dilip. Kumar. Sinha

PIYUSH BUILDERS PVT. LIMITED

Jhomwarul Kethari  
Director

RECEIVED ....

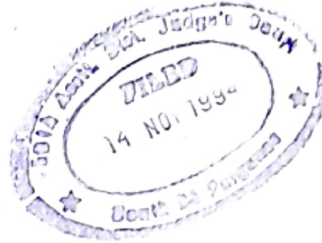


REGISTRAR OF ASSURANCE  
BOLANGIR

16.9.81







RECEIVED from the withinnamed Purchaser  
 the within mentioned sum of Rs.25,000/-  
 (Rupees Twentysfive thousand)only being  
 the earnest money and in part payment  
 of purchase price. ..

Rs. 25,000/-

*Santosh Kumar Sinha*

Witnesses :

*Banid Baran Garguly*  
*Dilip Kumar Sinha*

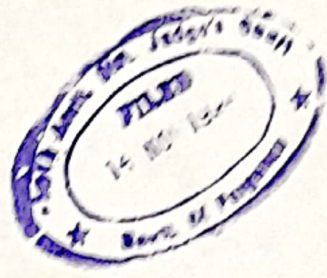
*Explained by me to Santosh Kumar  
 Sinha.*  
*A.P. M.*  
*13. 9. 91.*  
*Senior Interpreting Officer (Court)*  
*High Court, C.S. Calcutta.*



**UNION OF ASSURANCE**  
**CALCUTTA**

16.7.91






Dep't  
Page No. I  
Volume No. 474  
Page No. 447-456  
Being No. 13388  
For the year 91

24/9  
50/251  
2/2  
DATED THIS 16<sup>th</sup> DAY OF Sept, 1991.

B E T W E E N  
SANTOSH KUMAR SADHUKHAN  
A N D  
PYUSH BUILDERS PVT. LTD.

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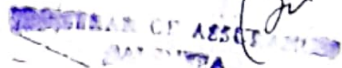
  
REGISTRAR OF ASSURANCES  
CALCUTTA  
19.5.94

C O N V E Y A N C E

T113-93  
REGISTRATION AND A.S.I. 10th (2077) A.S.P.  
Ret No. 3 for the part  
Produced to

AJK

  
REGISTRAR OF ASSURANCES  
CALCUTTA  
17/11/94

  
REGISTRAR OF ASSURANCES  
CALCUTTA  
16.9.91

Mukherjee & Biswas,  
Solicitors & Advocates,  
10, Old Post Office Street,  
Calcutta-700001.

P/AM

60/1119