C.P. 3261/85

5000

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

BOM./R
833/1/23
1985

Extra 1 copy

THIS INDENTURE made this 14th day of March One Thousand Nine Hundred and Eighty Five BETWEEN (1) BASUDEV SOMANI son of Late Onkarmall Somani, by caste Maheswari by occupation business permanently residing at Sri Niketan, 86A, Netaji Subhas Road, in the town of Bombay (2) RAMNARAIAN SOMANI son of Late Ramdayal Somani by occupation business residing at Sri Niketan, 86A, Netaji Subhas Road, in the town of Bombay (3) KRISHNA KUMAR SOMANI son of late Gajadhar Somani by occupation business residing at Kapur Mahal, Netaji Subhas Road, in the town of Bombay all being the present Trustees representing the trust estate of "SOMANI TRUST" a Public Charitable Trust under the Indenture of Settlement dated 14th day of January 1941 and registered in Book No.1 Volume No.13 pages 146 to 156 being No.482 for the year 1941 at the office of the Sub-Registrar 24 parganas and having its office at No. 126, Chittaranjan

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Avenue, Calcutta hereinafter collectively referred to as "THE VENDORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the trustees for the time being and their respective successor or successors in office) of the ONE PART: AND MESSRS. V.V.A.FINANCE LTD., a Company incorporated under the Companies Act, 1956 and having its Registered office at No.19, R.N.Mukherjee Road, in the town of Calcutta hereinafter referred to as "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 interest and assigns) of the OTHER PART:

WHEREAS by an Indenture of Conveyance dated 13th July, 1929 and made between the Trustees for the Improvement of Calcutta hereinafter referred to as "the said Improvement Trust" therein described as the Vendor of the

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One Part and one Hazarimall Somani since deceased, Onkarmall Somani since deceased and Ramdayal Somani since deceased therein described as Purchasers of the Other Part and registered in the office of the District Registrar of Assurances, 24-Parganas in Book No. 1, Volume No. 78, Pages 188 to 190 being No.4620 for the year 1929 the said Improvement Trust for the consideration of a sum of Rs. 34,395/- fully mentioned therein sold, granted and conveyed unto the said Hazarimall Somani since deceased the said Onkarmall Somani since deceased and the said Ramdayal Somani since deceased all that the piece or parcel of revenue free land of the Improvement Trust Scheme No.XVB, of the said Improvement Trust now known as premises No.132, Rash Behari Avenue, Calcutta and hereinafter referred to as

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"the said premises"; AND WHEREAS the said Hazarimall Somani since deceased the said Onkarmall Somani since deceased and the said Ramdayal Somani since deceased constructed building and structures on the said premises; AND WHEREAS by and under the Indenture dated 14th January 1941 made between the said Hazarimall Somani since deceased the said Onkarmall Somani since deceased and the said Ramdayal Somani since deceased therein described as the Settlors of the One Part; and the said Hazarimall Somani since deceased the said Onkarmall Somani since deceased the said Ramdayal Somani since deceased and Radhakissen Maru since deceased therein described as the Trustees of the Other Part and registered in Book No. 1, Volume No.13, Pages 146 to 156 being No. 482 for the year 1941 in the office of the Sub-Registrar, 24-Parganas hereinafter

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referred to as the "said Deed of Settlement" the said Hazarimall Somani since deceased the said Onkarmall Somani since deceased and the said Ramdayal Somani since deceased as Settlors granted conveyed transferred and assigned unto the said aforesaid Trustees free from all encumbrances all that the said premises together with a Three Storied building built and constructed on the said premises and hereinafter referred to as "the said property" for the objects and purposes mentioned therein with power inter-alia, unto the Board of Trustees to sees or otherwise deal with the corpus and/or income thereof with the consent of all the Trustees for the time being; AND WHEREAS

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the said Trust is known and described as "SOMANI TRUST AND WHEREAS from time to time there has been change in Board of Trustees by reason of death and appointment of new Trustees; AND WHEREAS the Vendors herein are the only present Trustees of the said Somani Trust and as such Trustees are fully authorised to sell or otherwise deal with the corpus of the said Somani Trust namely the said property inter alia in accordance with provisions contained in the said Deed of Settlement AND WHEREAS the Vendors being all the Trustees of the said Somani Trust in their meeting held on 10-8-1983 decided to sell the said property; AND WHEREAS the Purchaser offered to purchase the said property in "as is where is condition" at and for a price of Rs.6,50,000/- (Rupees six lakhs fifty

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5000Rs.

INDIA NON JUDICIAL

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Rs 5000

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पाँच हज़ार रुपये FIVE THOUSAND RUPEES

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thousand only) subject to several existing tenancies but otherwise free from all encumbrances AND WHEREAS Vendors being all the existing trustees of the said Somani Trust for the time being in their meeting held on 29-3-1984 unanimously accepted the said offer of the purchaser and agreed to sell the said property to the Purchaser at and for a price of Rs.6,50,000/- (Rupees six lakhs fifty thousand only) and accepted the offer so made by the Purchaser; AND WHEREAS the Vendors thus have agreed to sell and the Purchaser has agreed to purchase the said property free from all encumbrances at and for a price of Rs.6,50,000/-(Rupees six lakhs fifty thousand only) AND WHEREAS the Purchaser has requested the Vendors to execute and register a proper Deed of Conveyance in its

favour fully conveying the said property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.6,50,000/- (Rupees six lakhs fifty thousand only) lawful money of Union of India well truly paid by the Purchaser to the Vendors by diverse payments at or before the execution of these presents (the receipt whereof the Vendors and each of them do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof both hereby release acquit and for every discharge the Purchaser and the said property) the Vendors and each one of them doth hereby grant, convey, sell, transfer assign and assure ALL THAT the said property being the premises No. 132, Rash Behari Avenue, Calcutta fully described in the Schedule hereunder written

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5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

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पाँच हजार रुपये FIVE THOUSAND RUPEES

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and hereinafter for the brevity's again referred to as "the said property" OR HOWSOEVER OTHERWISE the said property or any part thereof now are or is or heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH ALL houses out houses and other building erection structures fixtures electrical and sanitary and other fittings and fixtures, water pump, tubewell, walls, yards, Court yards, boundary walls and all other benefits and advantages of ancient and other lights, ways, paths, passages, pits, areas, drains, ditches, sewers, water-courses and all and all manner of former and other rights, lights, liberties, easements, privileges, emolments, appendages, and appurtenances whatsoever to the said property or any part thereof

...

belonging or in anywise appertaining thereto or which with the same or any part thereof now are or is or at any time or times heretofore were or was held used occupied and enjoyed or reputed to belong or be appurtenant thereto and the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof and all the legal incidents thereof and all the estate, right, title, interest inhieritance, use, possession, property, claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property or any part thereof and all deeds, pattahs, muniments, writings and evidences of title in anywise relating to the said property or any part or parcel thereof and which now are or hereinafter shall or may be in the custody power or possession of the Vendor or any person or persons from whom the Vendors can or may procure the same without any action or suit at

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3000Rs.

INDIA NON JUDICIAL

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Rs 3000

सत्यमेव जयते

भारत

तीन हजार रुपये THREE THOUSAND RUPEES

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1985

law or in equity TO HAVE AND TO HOLD the said property AND ALL and singular other the said property hereby granted, sold, transferred, assigned and assured or expressed or intended so to be with all rights members and appurtenances unto and to the use of the Purchaser absolutely and for over but subject to several existing tenancies but otherwise free from all liabilities and encumbrances whatsoever; AND THE Vendors doth hereby covenant with the Purchaser that notwithstanding any act

..11

deed matter or thing whatsoever by the Vendors or by their ancestors predeessors in title done or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully seized and possessed of or otherwise well and sufficient entitled to the said property hereby granted or expressed so to be and every part thereof and the full and absolute power and authority to sell grant and transfer the said property and that notwithstanding any such act, deed, matter or thing whatsoever as aforesaid the Vendors now hath in them good right, full power authority and title to

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3000Rs.

INDIA NON JUDICIAL

३000रु. Rs 3000

सत्यमेव जयते

भारत

तीन हज़ार रूपये THREE THOUSAND RUPEES

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1985

grant, transfer and convey the said property hereby granted or expressed to be and every part thereof unto and to the Purchaser in the manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits without any lawful eviction, interruption, claim up or demand whatsoever from or by the Vendors or their ancestors or predecessors in title or any person or persons

...

...

lawfully or equitably claiming under or in trust for the Vendors or their ancestors or predecessors in title and that free and clear and freely and clearly and absolutely discharged, safed, harmless and kept indemnified against all former and other estates, claims, demands, charges, mortgages, liens, lispendens, debts, attachments, executions, liabilities and encumbrances created by the Vendors or their ancestors or predecessors-in-title or in trust the Vendors or their ancestors or predecessors-in-title or in trust the Vendors or their ancestors or predecessors-in-title

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500Rs.

INDIA NON JUDICIAL

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Rs 500

सत्यमेव जयते

भारत

पाँच सौ रुपये FIVE HUNDRED RUPEES

2 MAR 1985

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AND FURTHER that the Vendors and all persons or persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof from under or in trust for the Vendors or their ancestor or predecessors-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 and executed all such acts, deeds,

...16

matters or things whatsoever for further and more perfectly and effectually granting and assuring the said property or any part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required. The Purchasers shall be entitled to realise all arrears of rent, mesne profits and/or occupation charges upto the date of execution

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200Rs.

INDIA NON JUDICIAL

२०० रु. Rs 200

सत्यमेव जयते

भारत

दो सौ रुपये TWO HUNDRED RUPEES

MAR 1985

V.V.A. Finance Ltd

BOM./R
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of the conveyance to take steps for recovery from and for eviction of all or any of the existing tenant, licences and/or occupiers at the said premises and to continue all pending proceeding initiated by the Vendors against such tenants licencees and/or occupiers.

THE SCHEDULE ABOVE REFERRED TO:

...ALL that brick built building, messuage, tenaments, hereditaments and premises TOGETHER WITH the piece or parcel of land thereunto belonging where on and on part

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whereof the same is erected and built containing by estimation an area of (16) Sixteem Cottah (6) six Chittacks and (3) three square feet be the same a little more or less situate lying at and being premises No. 132, Rash Behari Avenue, in the town of Calcutta and butted and bounded in the manner following that is to say on the North by Public Road known as Rash Behari Avenue, on the east by Public Road known as Sarat Bose Road, Calcutta on the South by premises No.187 Sarat Bose Road, Calcutta and on the West by premises No.130A, Rash Behari Avenue, Calcutta.

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

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200 Rs.

INDIA NON JUDICIAL

२०० रु. Rs 200

सत्यमेव जयते

भारत

दो सौ रुपये TWO HUNDRED RUPEES

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12 MAR 1985

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SIGNED SEALED AND DELIVERED by the)
withinnamed (1) BASUDEV SOMANI s/o.)
Late Onkarmall Somani (2)RAMNARAIAN)
SOMANI s/o. Late Ramdayal Somani)
(3) KRISHNA KUMAR SOMANI s/o.Late)
Gajadhar Somani the Trustees of)
"SOMANI TRUST" "the Vendors" herein)
in the presence of. ..)

B. M. Manohar
Advocate

...20

RECEIVED of and from the withinnamed Purchaser the)
withinmentioned a sum of Rs. 6,50,000/- (Rupees Six)Rs.6,50,000/-
lakhs fifty thousand only) in full payment of within)
consideration money as per Memo below:- ..)

We say Received.

Witness
B. M. Kandhari
Advocate

Vendors.

MEMO OF CONSIDERATION

Date:	Particulars	Mode of Payment	Details
10.7.84	1,00,000/-	Cheque	Canara Bank, Princes Street, Cal. Ch.No.CCBQ-2730604
29.9.84	4,25,000/-	Cheque	Canara Bank, Princes Street, CAL Ch.No.CLBQ-2730608
11.3.84	95,830/-	Cheque	Canara Bank, Princess Street, Cal. Ch.No.CCBQ 2730611
12.3.84	19,200/-	Cash	
13.3.84	9,970/-	Draft	Punjab & Sind Bank Kalbadevi Road, Branch, No.

B. M. Kandhari
Advocate

अनुक्रम नंबर आर- ८३३ | १९८५
सन १९८५ चे मार्च महिन्याचे
१२ तारखेस 2 व
3 वाजण्याचे सुमारास दुय्यम निबंधक
मुंबई यांचे कार्यालयात हजर होते.

V. V. A. FINANCE LTD.
Director.

सोबत लिहाऱ्याप्रमाणे फी घेतली ता.

	रु. पै.
नोंदणी फी	5000 —
कोर्टी फी (पाने २५)	४२ —
कायदा फी कलम (२०)	30 —
कायदा नकल कलम (६७)	33 —
शोध	2 —
टपाल	29 —
एकूण ...	5130 —

BOMBAY
833/21/23
1985

दुय्यम निबंधक, मुंबई
अपिलाची सुनावणी करण्यासंबंधी,
निबंधकाचे सर्व अधिकार असलेले

दुय्यम निबंधक, मुंबई

१) श्री. रामनारायण सोमाणी, वय ६० वर्षे, व्यापार, रा:- ८६ अे मरीन ड्राइव्ह श्रीनिकेतन बिल्डींग, मुं-2

२) " कृष्णकुमार सोमाणी, वय ५० वर्षे, व्यापार, रा:- कपूर महल, मरीन ड्राइव्ह, मुं-20.

दस्तऐवज करून देणार,
सोमाणी ट्रस्टचे ट्रस्टी म्हणून
तथाकथित वरेदीखताचा
दस्तऐवज करून दिल्याचे
कबूल करतात.

१) Ramnarain Somani

२)

- डी. बी. एम. मानधनीया, ॲडव्होकेट, मुंबई

BOM/R
833/22/23
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हे दुय्यम निबंधकाला साक्षित असलेले दस्त, असे निवेदन करतात की, ते दस्तऐवज करून देणाऱ्या इसमांच्या इसमांत व्यक्तिशः ओळखतात आणि खाली सोडून पटविलाय.

ता. १४/३/१९८५

दुय्यम निबंधक मुंबई

श्री. वासुदेव सोमाणी S/o ओंकारमल सोमाणी
वय ४५ वर्षे, व्यापार, रा:- ८३ अे श्री निकेतन
नेताजी सुभाष रोड मुं. २
दस्तऐवज करून देणार,
सोमाणी ट्रस्टचे ट्रस्टी म्हणून
तथाकथित रेवरेंडीरवताचा
दस्तऐवज करून दिल्याचे
कबूल करतात.

श्री. एस. डी. शुक्ला, नोकरी, कलकत्ता
हे दुय्यम निबंधकास साक्षित असलेले दस्त, असे निवेदन करतात की, हे, दस्तऐवज करून देणाऱ्या इसमांच्या इसमांत व्यक्तिशः ओळखतात आणि खाली सोडून पटविलाय.

ता. १५-३-१९८५.

दुय्यम निबंधक मुंबई

833 2323
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Registered No. R-833/85 of Book No. 1.

Date 29/10/85

Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals

THE SEAL OF THE SUB-REGISTRAR BOMBAY

खरी प्रत

मुख्य निबंधक, मुंबई

THE SEAL OF THE SUB-REGISTRAR BOMBAY

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बांधा सांधे ता. 20.10.85 ...

क्रमानुसार मजकूर तिसरी.

दिनांक : 6/6/86

मुख्य निबंधक, मुंबई

SUB-REGISTRAR BOMBAY