

07961/H

11832

5000Rs.



2
3-40
20/12/06

A.R.A.
II

1, 01, 12, 875f

S.B.I. -
 Cheque No 094724
 dt. 9.12.06 for
 Rs 144800.00
 has been Paid as deficit Stamp duty

[Handwritten signature]

ARA-II
12-12-06

12-12-06

5000
Rue
 Deficit "A" less Rs. 26543.00
 Subsequently realized
 SBI Cheque No. dt.

THIS INDENTURE made this 20th day of October Two Thousand

Six **BETWEEN** DIPAYAN CHOUDHURY, a practicing Advocate of the Hon'ble High Court at Calcutta having his office at premises No.5, Kiron Shankar Roy Road, 3rd Floor, Kolkata-700001 as Receiver appointed by the order dated the 19th day of August, 2000 passed in Appeal No.229 of 1973 arising out of Award Case No.104 of 1967 (Banwarilal Jaipuria -Vs- Ginni Devi Bhagat & Ors.) hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject

Indian Stamp Act, 1899
 as amended by W. Bengal
 Stamp Amendment Act, 1998
 Schedule IA, No. 23, 5d

As Paid on order to
 A- 84689-
 F- 7-

84686

700 250-
 300 50-
 300/-

Done by
77,0000

A 84689
84696

S. K. S. Roy

84699
 84699
 84699
 50
 300/-

96289

16 OCT 2006

Sold to **VICTOR MOSES & CO.**
Solicitors & Advocates
Addressed **6, Old Post Office Street,
Kolkata-700 001.**

3-40 PM.
L. S. VENDOR,
HIGH COURT - CAL
D. Chowdhury
the Exr.

Dipayan Choudhury



Registrar of Assurances
Kolkata 20/10/06

Dipayan Choudhury
(DIPAYAN CHAUDHURY)
Receiver

D. Chowdhury Pr. Adv.
at High Court, Calcutta as
a Receiver Hon'ble High
Court at Calcutta having
his office at S.K.S. Roy Road
KOL-1.

V.I./T.I.s dispensed with

ARA II

D.N. Mitra
Associate High Court
Calcutta.

D.N. Mitra
D.N. MITTRA
Advocate
High Court, Calcutta

Registrar of Assurances
Kolkata 20/10/06

or context be deemed to mean and include his successor or successors in office) of the **ONE PART AND LOTUS ENCLAVE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at premises No.55/1A, Strand Road, Kolkata-700 006 and **KOLKATA CONCRETE PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956, having its registered office at premises No.87A, Topsia Road, Kolkata-700 046, hereinafter jointly referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **OTHER PART**:

WHEREAS :

A. By an Indenture of Conveyance dated the 4th day of May, 1921 made between Mussa Ariff Bham therein referred to as the Vendor of the One Part and Narayan Radha Krishna Iyer therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, the then Calcutta in Book No.I, Volume No.40, Pages 242 to 248, Being No. 2072 for the year 1921, the said Mussa Ariff Bham for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Narayan Radha Krishna Iyer All That the two-storied brick-built, messuage, tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 10 Cottahs be the same a little more or less situate lying at and



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being premises No.43, Wellesley Street, the then Calcutta more fully and particularly described in the Schedule thereunder written as also in the Schedule hereunder written (hereinafter referred to as the 'said property').

B. By another Indenture of Conveyance dated the 4th day of March, 1961 made between Radha Krishna Ramjeedass Iyer, being the son of the said Narayan Radha Krishna Iyer, for self and as Karta of the joint Hindu Family, consisting of he himself, Ramjeedass Radha Krishna Iyer, Ramjeedass Swami Nath Iyer, Ramjeedass Suryanarayana Iyer, Ramjeedass Balajee Iyer, Ramjeedass Gurunatha Iyer, Radha Krishna Vishwanatha Iyer, Swami Nath Kailash Iyer and Swami Natha Vasudeva Iyer therein jointly referred to as the Vendors of the First Part, Ramjeedass Radha Krishna Iyer, Radha Krishna Viswanatha Iyer, Ramjeedass Swaminatha Iyer, Swaminath Kailash Iyer, Swami Natha Vasudeva Iyer, Ramjeedass Suryanarayan Iyer, Ramjeedass Balaji Iyer, Ramjeedass Guru Natha Iyer, Radha Krishna Viswanath Iyer, Swaminatha Kailas Iyer and Swami Natha Vasudeva Iyer, therein jointly referred to as the Confirming Parties of the Second Part and Sm. Jamuna Devi Jaipuria wife of Mungturam Jaipuria, Sm. Gayitri Devi Jaipuria wife of Sitaram Jaipuria and Sm. Suniti Devi Jaipuria wife of Dr. Rajaram Jaipuria therein jointly referred to as the Purchasers of the Third Part and registered with the Registrar of Assurances, the then Calcutta in Book No.I, Volume No.30, Pages 163 to 172, Being No.1013 for the year 1961, the said Radhakishna Ramjidas Iyer & Ors. for the consideration



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therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Sm. Jamuna Devi Jaipuria & Ors. All That the two-storied brick-built, messuage, tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 10 Cottahs be the same a little more or less situate lying at and being premises No.43, Rafi Ahmed Kidwai Road, the then Calcutta more fully and particularly described in the Schedule thereunder written as also in the Schedule hereunder written (hereinafter referred to as the 'said property').

C. Various disputes and differences arose in the Jaipuria family which were referred to the arbitration of Mr. Brij Mohan Birla.

D. The said Arbitrator had made and published his Award on the 25th day of May, 1967 whereby and whereunder he directed Mungturam Jaipuria, Sitaram Jaipuria, Dr. Rajaram Jaipuria, Sm. Jamuna Devi Jaipuria, Sm. Gayitri Devi Jaipuria and Sm. Suniti Devi Jaipuria to pay the prescribed amounts mentioned in the First Schedule thereunder to the persons named therein being Banwarilal Jaipuria & Ors.

E. The said Award was challenged by the said Mungturam Jaipuria & Ors. in the Hon'ble High Court at Calcutta being Award Case No.104 of 1967 which was ultimately dismissed by the said Hon'ble Court and by an order dated 1st August, 1990 a decree was passed by the said Hon'ble



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India

Court whereby it was declared and directed that the Award of the Arbitrator dated 25th May, 1967 should be carried into effect.

F. The said Jamuna Devi Jaipuria died on the 16th day of September, 1973 after making and publishing her Last Will & Testament dated the 15th day of September, 1973 in Hindi and registered with the Sub-Registrar, Kanpur in Book No.III, Volume No.390, Pages 47 to 54, Being No.508 for the year 1973 whereby and whereunder she appointed Dr. Ramesh C. Vaish as the Sole Executor thereto.

G. By and under the said Will, she gave devised and bequeathed her undivided 1/3rd part or share in the said property unto and in favour of her two sons- Dr. Rajaram Jaipuria and Sitaram Jaipuria in equal shares.

H. The said Dr. Ramesh C. Vaish had applied for grant of Probate in respect of the said Will before the Hon'ble High Court at Calcutta.

I. The execution of the said Will was challenged by the said Sitaram Jaipuria and therefore the same was marked as Testamentary Suit No.45 of 1982 which is now pending.

J. The said Mungturam Jaipuria had also died on 10th September, 1978.



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~~Calcutta~~

K. The said Jamuna Devi Jaipuria and Mungturam Jaipuria died leaving them surviving their two sons- Dr. Rajaram Jaipuria and Sitaram Jaipuria and one daughter Sm. Ginni Devi Bhagat as their heirs in intestacy.

L. The said order dated 1st August, 1990 was again challenged by the said Dr. Rajaram Jaipuria & Ors. in the Hon'ble Supreme Court of India which was also dismissed by the said Hon'ble Court by the judgment and order dated the 18th day of August, 1992.

M. The said Sitaram Jaipuria had expired on the 28th day of May, 1985 leaving him surviving his widow- Gayitri Devi Jaipuria, one son - Ashok Jaipuria and two daughters- Rachana Murarka and Vandana Sanghi as his only heirs and legal representatives.

N. The said Banwarilal Jaipuria & Ors., the Award holders had put the decree dated the 1st day of August, 1990 passed on the basis of the said Award into execution before the Hon'ble High Court at Calcutta.

O. The said execution application was settled in part by and between Banarilal Jaipuria therein referred to as the settling decree holder of the One Part and Gayitri Devi Jaipuria, Ashok Kumar Jaipuria, Rachana Murarka, Vandana Sanghi therein jointly described as the settling judgment debtors of the Other Part, on the basis of a Terms of Settlement dated 9th December, 1997 whereby and whereunder, it was agreed that



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~~Malaya~~

the balance decretal dues would be paid by the settling judgment debtors out of the sale proceeds of the undivided one sixth share of Gayitri Devi Jaipuria in the said property.

P. Since the sale of the said property was not effected by the settling judgment debtors within the time prescribed therein a further Terms of Settlement was executed on 3rd September, 1999 whereby and whereunder the Vendor herein was appointed as Receiver in respect of the said undivided one sixth share of the said Gayitri Devi Jaipuria in the said property with power to the Receiver to sell the said share in consultation with the decree holder by private treaty at such price and on such terms and conditions as would be agreed by the decree holder by executing deed of Conveyance therefor.

Q. By an order dated 19th June, 2000 passed by the Hon'ble High Court at Calcutta the said Terms of Settlement was directed to be carried into effect.

R. Thus, the Vendor is now seised and possessed of and/or otherwise well and sufficiently entitled to All That the undivided 1/6th part or share in the said property as per the Terms of Settlement dated 3rd September, 1999 and the order dated 19th June, 2000 as aforesaid.

S. The said decree holder has agreed to sell and the Purchasers have agreed to purchase and consequently the Vendor has agreed to sell All



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That the undivided one sixth part or share in the said property free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature but subject to the said tenancies/occupiers on as is where is basis at and for the consideration of a sum of Rs.77,00,000/- (Rupees seventy seven lacs only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.77,00,000/- (Rupees seventy seven lacs only) of the lawful money of the Union of India well and truly paid by the Purchasers to the said decree holder in the manner mentioned in the memo of consideration hereunder at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder on behalf of the decree holder admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchasers and the said Property) the Vendor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchasers on as is where is basis All That undivided one sixth part or share in the piece and parcel of land containing an area of 1 Bigha, 10 Cottahs, be the same a little more or less together with two storeyed brick built, messuage, tenement and/or dwelling house constructed and erected on the said land or on the part thereof situate lying at and being premises No.43, Rafi Ahmed Kidwai Road, Kolkata, more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the "**Said Property**") **OR** **HOWSOEVER OTHERWISE** the said property or any part or portion



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thereof now is or are or heretofore was or were situated, tenanted, butted, bounded, called, known, numbered, described or distinguished Together With all sewers, water, water courses, structures, constructions, lights, liberties, privileges, easements and appurtenances whatsoever to the said property belonging or anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto **TO HAVE AND TO HOLD** the said property hereby granted to expressed so to be unto and to the use of the Purchasers forever and the Vendor doth hereby covenant with the Purchasers that notwithstanding any act, deed or thing by the Vendor done or executed or knowingly suffered to the contrary the Vendor of the said Terms of Settlement dated 3rd September, 1999 and the order dated 19th June, 2000 is lawfully entitled to the said property hereby granted, conveyed and confirmed or expressed so to be and every part thereof to the use of the Purchasers in the manner aforesaid and the Purchasers shall and may at all times hereafter peaceably and quietly possess and receive the rent, profits and issues thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming And further that the Vendor shall not be in any way liable or responsible for any liability in respect of the said property in any manner whatsoever And further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from or under him the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do execute or cause to be done and executed all such



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Malaya

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 Purchasers in the manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

Undivided 1/6th Share
ALL THAT / two storied brick built messuage, tenement fully occupied by tenants/occupiers containing built up area of 11,400 Sq.ft. be the same a little more or less together with piece and parcel of land whereupon or on part whereof the same is erected and/or built containing an area by estimation 1 Bigha, 10 Cottahs situate lying at and being premises No.43, Rafi Ahmed Kidwai Road (formerly 43, Wellesley Street), P.S. Park Street, Sub-Registry Office Kolkata in the town of Kolkata butted and bounded as in the manner following, that is to say :-

ON THE NORTH : Partly by premises No.42, Rafi Ahmed Kidwai Road and partly by premises No.3, Royd Street ;

ON THE SOUTH : By premises No.44, Rafi Ahmed Kidwai Road;

ON THE EAST : By Rafi Ahmed Kidwai Road ;

ON THE WEST : By premises No.2, Royd Street.

Shree Ram



Registrar of Assurances
Calcutta

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the said **VENDOR** at Kolkata in the presence of :

1.  J. Solich
Kolkata

2. N Chakraborty
5, K.S. Bag Row
Cell-1

 S. M. Shetty
Receiver



~~Registrar of Assurances~~

RECEIVED of and from the within-named **Purchasers** the within-mentioned sum of Rs.77,00,000/- (Rupees seventy seven lacs) only being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

- | | | | |
|----|---|---------|----------------|
| 1. | Paid by Demand Draft No.323768 dated 19.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Banwarilal Jaipuria. | | Rs. 7,00,000/- |
| 2. | Paid by Demand Draft No.323769 dated 19.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Banwarilal Jaipuria. | | Rs. 7,00,000/- |
| 3. | Paid by Demand Draft No.004735 dated 19.10.2006 drawn on HDFC Bank, Kolkata-Burrabazar, Kolkata-700 007 in favour of Banwarilal Jaipuria. | | Rs.63,00,000/- |
| | | | ----- |
| | | Total : | Rs.77,00,000/- |
| | | | ----- |

(RUPEES SEVENTY SEVEN LACS ONLY)

[Handwritten Signature]
Receiver








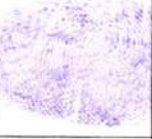




WITNESSES :

[Handwritten Signature]
N Choudhury
S. K. S. Ray Bar
Cell-1



~~Registrar of Assurances~~

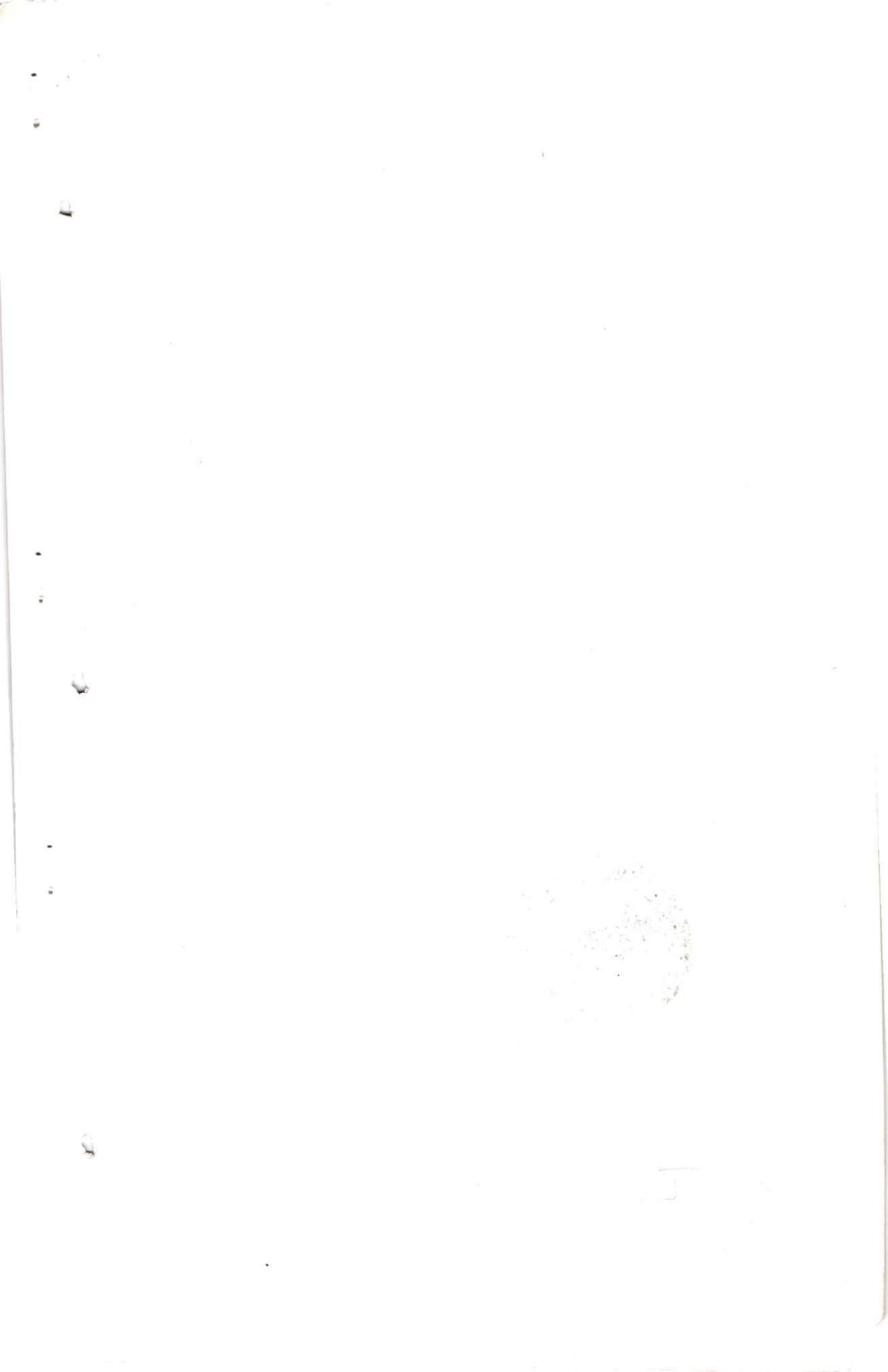
SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signatures Of the executants/ and/or purchaser Presentans					
1.						
		Little	Ring	Middle (left)	Fore Hand)	Thumb
2.						
	Thumb	Fore	Middle (right)	Ring Hand)	Little	
3.						
	Little	Ring	Middle (left)	Fore Hand)	Thumb	
		Thumb	Fore	Middle (right)	Ring Hand)	Little



Registrar of Assurances

Calcutta



Book No. 1
Volume No. 1
Page 15
Being No. 11832
of the year 2006

DATED THIS 20th DAY OF October 2006
#####

BETWEEN
DIPAYAN CHOUDHURY
.... VENDOR
AND
LOTUS ENCLAVE PRIVATE LIMITED
& ANR.
.... PURCHASERS



[Signature]
Registrar of Assurances
Calcutta

16.12.06

seen

CONVEYANCE



[Signature]
Registrar of Assurances
Calcutta

VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001