

07962/6

11833

5000Rs.



3
3-40
29/12/06

A.R.A.
11

M.V 1,01,12,875/-

Cheque No 094725
dt. 9.12.06 for
Rs 144400.00

5000
093423
457500

has been paid as deficit Stamp duty

Deficit "A" Fess Rs. 26466.00

12-12-06 ARA-II 12-12-06

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

India Stamp Act, 1896
as amended by W. Bengal
Stamp Amendment Act, 1908
Schedule IA, No. 23, 5d

A-84766-
E- 7-
84773-

7706704

A 84766
84773

7706
7706
7706

J@250-
JR X

5 n.s. Roy

96290

16 OCT 2006

No. Date
Sold to **VICTOR MOSES & CO.**
Solicitors & Advocates
Addressed to **6, Old Post Office Street,**
Kolkata - 700 001.

3-408 m.
2015 Oct 20 of
Dipayan Choudhury
Shury to Ext.

L. S. VENKAT,
HIGH COURT CAL.

[Signature]
[Signature]


Registrar of Assurances
20/10/06

[Signature]
(DIPAYAN CHAUDHURY)
Receiver

Dipayan Choudhury, Acting
City of High Court, as a part
Receives the Hon'ble High
Court at Calcutta having
its office at S. Kiran
Sommeroy Road, 3rd
floor Kol - 1.

V.L./T.L.s dispensed with

ARA II

[Signature]
D. N. MITTRA
Advocate,
High Court, Calcutta.

[Signature]
D. N. MITTRA
Advocate,
High Court, Calcutta

Registrar of Assurances
20/10/06

or context be deemed to mean and include his successor or successors in office) of the **ONE PART A N D 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** :

W H E R E A S :

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 being premises No.43, Wellesley Street, the then Calcutta more fully and



REGISTRY OF ASSURANCE
CALCUTTA

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, Ramjedass 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 therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Sm. Jamuna Devi Jaipuria & Ors. All That



Registrar of Assurances
MADRAS

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 and Second Schedules thereunder to inter alia, the persons named therein being Shilvanti Devi Jaipuria, Nandlal Jaipuria, Damodar Lal Jaipuria, Babulal Jaipuria, Bhagwati Devi Jaipuria, Bimla Devi Jaipuria, Kusumlata Jaipuria, Nirmala Devi Jaipuria, Ramlal Jaipuria, Pramila Kumari now Himatsingka, Nirmala Kumari now Bubna, Sarala Kumari now Halwasiya, Kalawati Bhuwalka, Sushila Ganeriwala and Urmila Ganeriwala.

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



Registrar of Assurances
Calcutta

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 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.



Registrar of Companies
India

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 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.

M. 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.

N. The said Damodar Lal Jaipuria died on 2nd August, 1992 leaving him surviving the said Bhagwati Devi Jaipuria and Harish Jaipuria as his heirs.

O. The said Kusumlata Jaipuria died on 27th May, 1996 leaving her surviving Ramlal Jaipuria, Piyush Jaipuria and Rashmi Gupta as her heirs.



Registrar of Assurances
Calcutta

P. The said Bimla Devi 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.

Q. The said execution application was settled in part by and between the said Bimla Devi Jaipuria & Ors. therein jointly referred to as the settling decree holders 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 12th December, 1997 whereby and whereunder, it was agreed that 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.

R. 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 holders by private treaty at such price and on such terms and conditions as would be agreed by the decree holders by executing deed of Conveyance therefor.



Registry of Assurances
Calcutta

S. By an order dated 13th June, 2000 passed by the Hon'ble High Court at Calcutta the said Terms of Settlement was directed to be carried into effect.

T. The said Shilvanti Devi Jaipuria expired on 16th June, 2001 leaving her surviving Ramlal Jaipuria, Babulal Jaipuria, Nandlal Jaipuria, Harish Kumar Jaipuria, Kalawati Bhuwalka, Sushila Devi Ganeriwala, Urmila Ganeriwala, Pramila Himatsingka, Nirmala Bubna and Sarla Halwasiya as her heirs.

U. The said Bhagwati Devi Jaipuria expired on 30th August, 2005 leaving her surviving Harish Jaipuria as her heir.

V. 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 said Terms of Settlement dated 3rd September, 1999 and the order dated 13th June, 2000 as aforesaid.

W. The said decree holders have agreed to sell and the Purchasers have agreed to purchase and consequently the Vendor has agreed to sell All That the undivided one sixth part or share in the said property free from all encumbrances, charges, liens, lispens, 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.77,06,734/- (Rupees seventy seven lacs six thousand seven hundred thirty four only).



Registrar of Assurances
Calcutta

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.77,06,734/- (Rupees seventy seven lacs six thousand seven hundred thirty four only) of the lawful money of the Union of India well and truly paid by the Purchaser to the said decree holders 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 holders 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 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



Registrar of Assurances
Calcutta

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 in terms of the said Terms of Settlement dated 3rd September, 1999 and the order dated 13th 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 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.



Registrar of Assurances
Calcutta

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.

Ahmed Kidwai




Registrar of Companies
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. Saha
Kolkata

2. N Chakravarty
B, R. Roy Road
Cell - 1


Receiver



~~Registrar of Assurances~~
~~Calcutta~~

RECEIVED of and from the within-named **Purchasers** the within-mentioned sum of Rs.77,06,734/- (Rupees seventy seven lacs six thousand seven hundred thirty four) only being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

- | | | |
|-----|--|----------------|
| 1. | Paid by cheque No.173343 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Nandlal Jaipuria. | Rs.14,31,430/- |
| 2. | Paid by cheque No.173344 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Babulal Jaipuria. | Rs. 9,15,056/- |
| 3. | Paid by cheque No.173345 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Rashmi Gupta. | Rs. 24,778/- |
| 4. | Paid by cheque No.173346 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Piyush Jaipuria. | Rs. 24,778/- |
| 5. | Paid by cheque No.173347 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Nirmala Devi Jaipuria. | Rs. 46,222/- |
| 6. | Paid by cheque No.173348 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Ramlal Jaipuria. | Rs. 7,67,406/- |
| 7. | Paid by cheque No.173349 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Pramila Himatsingka. | Rs. 6,20,062/- |
| 8. | Paid by cheque No.173350 dated 18.10.2006 drawn on Indian Overseas Bank, Posta Branch Kolkata-700 007 in favour of Sarala Halwasia. | Rs. 6,20,074/- |
| 9. | Paid by Demand Draft No.323760 dated 18.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Bimla Devi Jaipuria. | Rs. 29,594/- |
| 10. | Paid by Demand Draft No.323761 dated 18.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Harish Kumar Jaipuria. | Rs. 7,13,392/- |
| 11. | Paid by Demand Draft No.323765 dated 18.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Harish Kumar Jaipuria. | Rs. 33,694/- |



~~Registrar of Companies~~
~~Calcutta~~

12.	Paid by Demand Draft No.323762 dated 18.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Kawavati Bhuwalka.	Rs. 6,20,062/-
13.	Paid by Demand Draft No.323763 dated 18.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Sushila Devi Ganeriwala.	Rs. 6,20,062/-
14.	Paid by Demand Draft No.323764 dated 18.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Urmila Devi Ganeriwala.	Rs. 6,20,062/-
15.	Paid by Demand Draft No.323766 dated 18.10.2006 drawn on Indian Overseas Bank, Posta, Kolkata in favour of Nirmala Bubna.	Rs. 6,20,062/-

	Total :	Rs.77,06,734/-

(RUPEES SEVENTY SEVEN LACS SIX THOUSAND SEVEN HUNDRED THIRTY FOUR ONLY)


Receiver

WITNESSES :

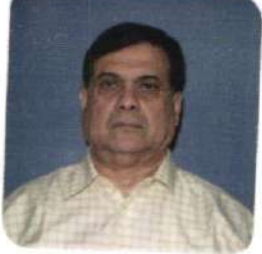













H. Chakrabarty
5, K.S. Ray Road
Cal - 1



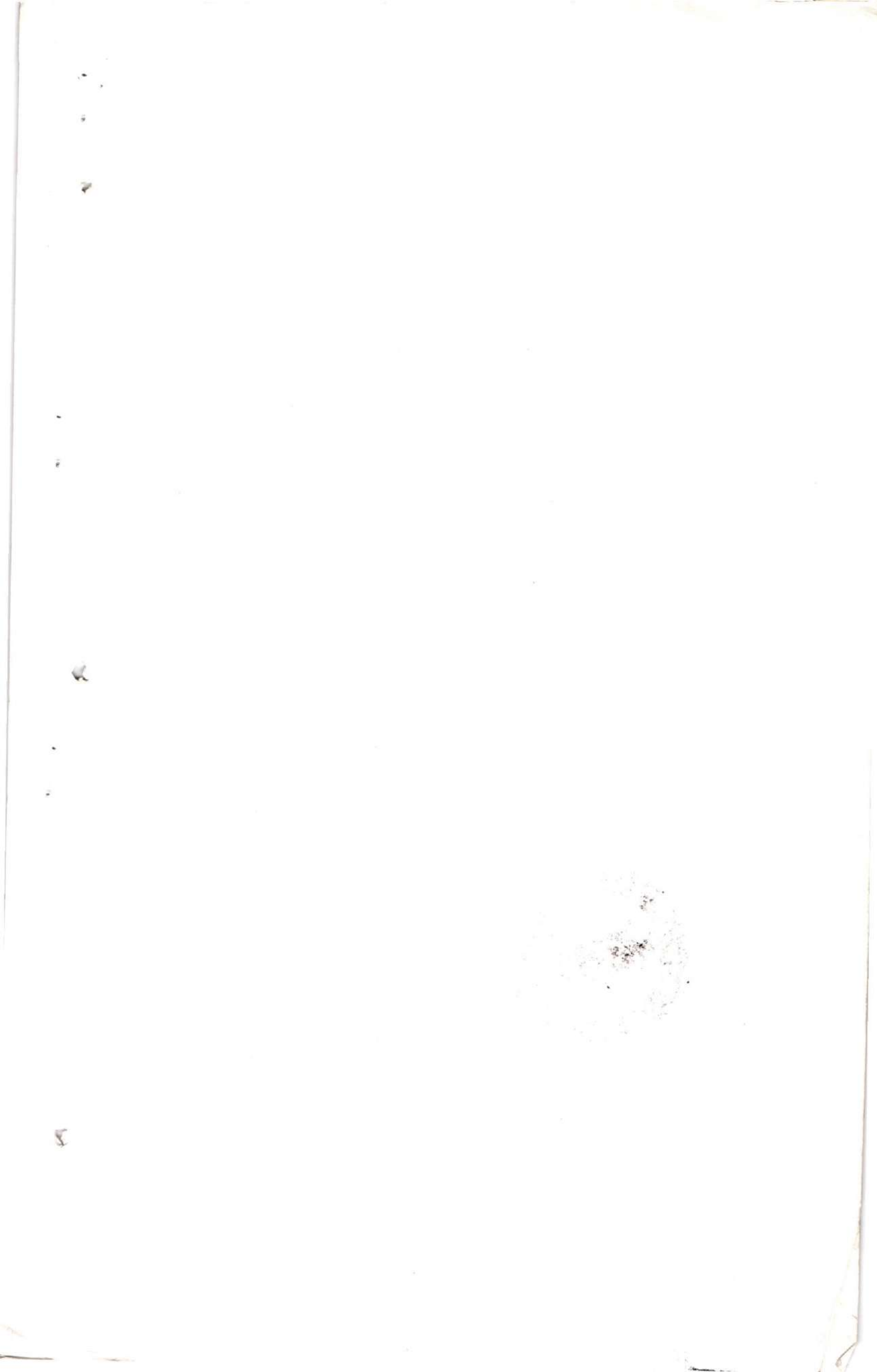
Registrar of Assurances
Calcutta

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signatures Of the executants/ and/or purchaser Presentans					
1.						
		Little	Ring	Middle (left)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (right)	Ring Hand)	Little
2.						
	Little	Ring	Middle (left)	Fore Hand)	Thumb	
	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 No. 11833
 Being No. 2006
 to the year 2006

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

BETWEEN

DIPAYAN CHOUDHURY

.... VENDOR

AND

LOTUS ENCLAVE PRIVATE LIMITED & ANR.

.... PURCHASERS



Registrar of Assurances
 Calcutta

16.12.06

CONVEYANCE

Seen



Registrar of Assurances
 Calcutta

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