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Cheque V. 382137, 382138 Rs. 156727 + 156728 = 313455.00

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THIS INDENTURE OF CONVEYANCE made this the 28 day of October TWO THOUSAND AND SIX BETWEEN SMT. SUNITI DEVI JAIPURIA wife of Dr. Raja Ram Jaipuria residing at No. A-9/24 Vasant Vihar, New Delhi 110 057 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

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88681 26 SEP 2006 R. L. GAGGAR Sold to ... Solicitor & Advocate 11-45 A. C. TEMPLE CHAMBERS, S. OLD POST OFFICE STREET, SRD FLOOR, KOLKATA-700 001 men for Region-1000 1 28 m by Rejaran Jaipuris THE RESERVE OF THE RESERVE OF STORAGE 28-10-06 (RAJARAM JAIPURIA) Raja Rom Jaipuria as As Conshitted attorney of Constituted Literry of S-L SUNITI DEV. FARPURIA good. Suit gen Japaria al- A - 9/24, vason vikes. read delli 110057 + x. L. Majundes Abeler for Rim Jim Tradus
Adealers Pr. Nd. Floring its
Regel office of 113 Para street. 3rd jean, kal-16. + A. Bragar Sireler for vedent forms Prt. Will faing Ut Roga. office at Will faing Ut Roga. office at 248. Ambiba vihoz rem selli. or Rim Jhim Traders & Dealers Pvt 179. 11004 Raj numar more Solicitér e Adrocate Clusto High Court Director -KANHI LAL MAJUMDER 15095 Vedant Farms Private Ltd. (ASHUTOSH BHAGAT) Identified by his 28-10-06 of Kuman Solecito & Advocate Calcutte High Coul

include her heirs, legal representatives, executors, administrators and assigns) of the ONE PART AND (1) RIMJHIM TRADERS & DEALERS PVT. LTD a company incorporated within the meaning of the Companies Act 1956 having its registered office situated at No. 113, Park Street, 3rd floor, Kolkata 700 016 and (2) VEDANT FARMS PVT. LTD also a Company incorporated within the meaning of the Companies Act 1956 having its registered office situated at No. 248, Ambika Vihar, New Delhi 110 041 hereinafter collectively referred to as the PURCHASERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interest and assigns) of the OTHER PART

WHEREAS

A) By an Indenture of Conveyance dated 4th March 1961 and made between Radha Krishna Ramjeedass 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, Gurunatha Iyer, Radha Krishna Vishwanatha Iyer, Swami Nath Kailash Iyer and Swami Natha Vasudeva Iyer therein collectively 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 collectively referred to as the Confirming Parties of the Second Part and Smt. Jamuna Devi Jaipuria, Smt. Gayitri Devi Jaipuria and Smt. Suniti Devi Jaipuria therein collectively referred to as the



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Purchasers of the Third Part and registered with the office of the Registrar of Assurances, Calcutta in Book No.1, Volume No.30 Pages 163 to 172 Being No. 1013 for the year 1961 the said Radha Krishna Ramjeedass lyer and Ors for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Smt. Jamuna Devi Jaipuria and others ALL THAT the two storied brick built messuage tenement and/or dwelling house TOGETHER WITH the piece and parcel of land containing by admeasurement an area of 1 Bigha 10 cottahs (be the same a little more or less) situate lying at and being Municipal Premises No. 43 Rafi Ahmed Kidwai Road, Kolkata (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY) each of the said Smt. Jamuna Devi Jaipuria, Smt. Gayitri Devi Jaipuria and Smt. Suniti Devi Jaipuria acquiring undivided one third share or interest into or upon the said Property.

- B) The entirety of the said Premises is under the tenancy of C.P. Properties

 Limited since a long time, excepting certain small portions which are under
 the occupation of Dr. Mrs. M. Ahmed, Sk. Md. Habib, Faruk Ahmed (whose
 tenancy has been determined pursuant to eject suit and decree) and Mrs.

 J.C. Ungar (since deceased) and the said C.P. Properties Limited has in
 exercise of such power and authority of subletting and/or assignment of
 the tenancy right has from time to time let out various parts and portions of
 the said property to certain persons.
- The Vendor being entitled to undivided 1/3rd (one third) share or interest into or upon the said Property has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire **ALL THAT** the undivided 1/3rd (one third) share or interest and/or the entirety of the right title interest of the Vendor into or upon the said Property (hereinafter referred to as the



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UNDIVIDED SHARE more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) for the consideration and on the terms and conditions hereinafter appearing.

- D) At or before execution of this Indenture the Vendor has assured and represented to the Purchasers as follows:
 - i) THAT the said property is otherwise free from all encumbrances and charges subject however to the rights of the said tenants.
 - ii) THAT the Vendor has a marketable title of her Undivided Share into or upon the said Property.
 - iii) THAT the Vendor is legally competent to sell and transfer her undivided one third share or interest into or upon the said Property.
 - iv) THAT all municipal rates taxes and other outgoings including electricity charges payable in respect of the said Property and/or Undivided Share upto the date of execution of this indenture shall be paid borne and discharged by the Vendor.
 - v) THAT the Vendor has not entered into any agreement for sale and/or transfer and/or development nor has created any interest of any third party into or upon the said Undivided Share.
 - vi) THAT the said Property and/or Undivided Share is not subject to any notice of acquisition and/or requisition.



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E) The Purchasers have satisfied themselves and agreed to purchase and acquire the said undivided 1/3rd share or interest and/or the entirety of the right title interest of the Vendor into or upon the said Property in equal shares free from all encumbrances charges liens or lispendense whatsoever SUBJECT HOWEVER to the rights of the said tenants at the consideration and on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows.

I) THAT in pursuance of the said agreement AND in further consideration of a sum of Rs.1,50,00,000/- (Rupees One Crore fifty lacs) only of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and the said UNDIVIDED **SHARE** into or upon the entirety of the said property hereby intended to be sold transferred and conveyed) and the Vendor hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchasers in equal shares ALL THAT the undivided 1/3rd (one third) share or interest and/or the entirety of the right title interest of the Vendor into or upon ALL THAT the Municipal Premises No. 43 Rafi Ahmed Kidwai Road, Kolkata 700 016 containing by estimation an area of 1 Bigha 10 cottahs) (more fully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the PROPERTY) TOGETHER with the building and structures standing thereon (hereinafter referred to as the 'UNDIVIDED



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SHARE" more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) SUBJECT HOWEVER to the rights of the existing tenants but otherwise free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever OR HOWSOEVER OTHERWISE the said Undivided Share or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other lights all yards courtyards areas sewers drain ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property and or the said undivided share or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said Undivided Share and every part or portion thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said undivided share or any and every part thereof herein comprised and hereby sold granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which are anyways exclusively relates to or concerns the said property / lands and/or Undivided Share or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or



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suit at law or in equity TO HAVE AND TO HOLD the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licenses liabilities trust attachments acquisitions requisitions prohibitions restrictions easements and lispendenses whatsoever.

- the Vendor doth hereby further covenant with the Purchasers that the Vendor is the absolute and lawful owner of the said Property and every part thereof and entitled to the said lands comprised therein and forming part thereof free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchasers that it has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by the reason whereof the said undivided Share hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said Undivided Share or any part thereof in the manner as aforesaid.
- AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently entitled to and absolutely seized and possessed of and or entitled to the said property and / or the lands comprised therein and/or the said Undivided Share hereby granted sold



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conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same.

- IV) AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now has in itself good right full and absolute power and authority to grant sell convey transfer assure and assign the said Undivided Share hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid and on the terms and conditions as aforesaid AND THAT the Vendor has duly made over symbolic possession of the said UNDIVIDED SHARE to the Purchasers herein and the Purchasers have received and accepted the same without raising any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions standing on the land comprised in the said property or the said undivided share or otherwise AND THAT the Purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of its predecessors in title or any one of them.
- V) AND THAT the Purchasers shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and



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VI)

sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses—liabilities trusts—attachments—executions—prohibitions restrictions easements and lispendense whatsoever suffered or made or liabilities created in respect of the said property and / or the said Undivided Share by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or her predecessors in title or any of them as aforesaid or otherwise.

AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the said property and / or the said Undivided Share upto the date of execution of these presents as and when assessed by the authorities concerned and shall be payable by the Vendor and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchasers AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT no notice, which is or may be subsisting has been served on the Vendor for the acquisition of the said property and/or the comprised land therein or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendor has no knowledge of issue of any of such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said property / premises or any part thereof AND THAT no suit and/or proceeding is pending in any Court of law affecting the said property and / or the said Undivided Share and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or revenue Authority AND





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FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said UNDIVIDED SHARE and every part thereof unto and to the use the Purchasers as shall or may be reasonably required.

VII) AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto that the Purchasers shall be entitled to and is hereby authorised to negotiate with any person and/or persons in occupation of any part or portion of the said property for obtaining vacant possession of the portions in their respective occupation on such terms and conditions as the Purchasers in its absolute discretion may deem fit and proper and upon obtaining vacant possession shall be entitled to hold the same.

THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PREMISES)

ALL THAT the two storied brick built messuage tenement or dwelling house TOGETHER WITH the piece or parcel of revenue free land or ground thereunto belonging or on part whereof the same is erected and built containing by estimation 1 Bigha 10 cottahs (be the same a little more or less) situate lying at and being Municipal Premises No. 43 Rafi Ahmed Kidwai Road (formerly Premises No. 43 Wellesley Street) Kolkata 700 016 P. S. Park Street, within the limits of Kolkata



Municipal Corporation , Ward No. 63 and butted and bounded in the manner following that is to say

ON THE NORTH

Partly by Premises No.42 Wellesley Street (now

Rafi Ahmed Kidwai Road) and partly by No. 3

Royd Street, Kolkata

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, Kolkata

THE SECOND SCHEDULE ABOVE REFERRED TO (THE SAID UNDIVIDED SHARE)

ALL THAT the undivided 1/3rd (one third) share or interest and/or the entirety of the right title interest of the Vendor into or upon the said Property (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereinabove written)



And of America

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

SIGNED AND DELIVERED BY THE

VENDOR At Kolkata in the

presence of

1. Réj Krimar Mere Solicités & Advocate 7. Hare Afrect Korkata 700001

2. Seopal Provad Chardeny 7. Hare Street, 4th floor, Kotkala-700001

RAJARAM JAIPURIA

As constituted Attorney

of Shi SUMITIDEVI

JAIPURIA

SIGNED AND DELIVERED BY THE

PURCHASERS At Kolkata in

the presence of

1. Raj Ulmal Mee 2. Ropal Prasad Choudhay

For Rim Jhim Traders & Dealers F (KANAI LAL HAJUHOER)

Vedant Farms Private Ltd



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RECEIVED of and from the withnnamed

PURCHASERS the within mentioned sum of

Rs.1,50,00,000/- (Rupees One Crore fifty

Rs.1,50,00,000.00

Lacs only) being the full consideration money as per memo below:-

MEMO OF CONSIDERATION

1. By cheque no 142095 dt 28. 10. 2006 drawn on Bank of Matarasham, M.S. Road Branch. Korkata. in favour of the Vender.

11. By Chaque no 299893 dt 28.10. 2006 drawn on liki bank, Korkata, in favour B. 35.00.000.w I the sevder.

> Rs.1,50,00,000.00 Total Rs.1,50,00,000.00

(Rupees One Crore fifty lacs only)

WITNESSES:

1. Raj Kumar Mere 2. Ropal brasad chondray

RAJARAM JAIPURIA

CAS CONSTITUTED AHORNEY

OF SUNITI DEVI

JAIPURIA

Drafted and prepared in my

Office

R. L. Gaggar Advocate High Court at Calcutta



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SPECIMEN FORM FOR TEN FINGERPRINTS

			Litt e Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
1	P.	LEFT	hre			*	
			Tiumb	Fore finger	Middle Finger	Ring Finger	Little Finger
		IGHT IAND					
			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
7	Beoga	LEFT ND					
		4	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
		HT ND					
			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		LEFT HAND					
			Thumb	Fore finger	Middle . > Finger	Ring Finger	Little Finger
		RIGHT					:
	РНОТО		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
,		LEFT HAND					
			Thi mb	Fore finger	Middle Finger	Ring Finger	Little Finger
		RIGHT HAND					
		19					· ·





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DATED THIS THE 28th DAY OF Ochober 2006

BETWEEN

SMT. SUNITI DEVI JAIPURIA

VENDOR

AND

RIMJHIM TRADERS & DEALERS PVT. LTD VEDANT FARMS PVT. LTD

PURCHASERS



SHUR OF THE

CONVEYANCE



R. L. GAGGAR
SOLICITOR & ADVOCATE
6, OLD POST OFFICE STREET
KOLKATA 700 001