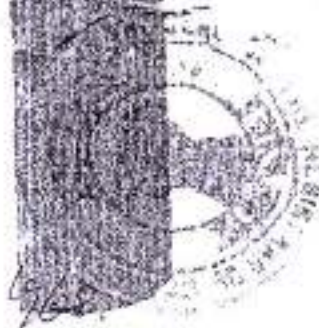




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Presented for registration at  
at the Calcutta Registration Office  
on the 9th day of October 1907  
By Leo Francis Tra...



Registrar of Assurances  
Calcutta.

Leo Francis Tra  
Johannes Tra  
Boring

Leo Francis Tra.

Successors are  
Leo Francis Tra  
and Johannes Tra  
Leo Francis Johannes Tra



of American Assurances. Leo Francis Tra

Witness

H. H. Dutt  
of the old post office  
Calcutta

H. H. Dutt  
Solicitor  
Cal

Handwritten signature

Thumb impression of the  
assurant is dispensed with

Boring  
Wob

Registrar of Assurances  
Calcutta.

repugnant to the subject and context mean and include their successor or successors-in-office) of the ONE PART AND JAYSHREE TEA & INDUSTRIES LIMITED, an existing Company within the meaning of the Companies Act, 1956 and having its Registered Office at "INDIA EXCHANGE", India Exchange Place, in the town of Calcutta hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context mean and include their successors or successors-in-office) of the OTHER PART :

W H E R E A S :

1. By a Conveyance dated 21st February 1940 and duly registered in Book No.I, Volume No.24, Pages 82 to 89 being No.370 in the year 1940 in the Office of the Sub-Registrar, Sealdah one Aramis Johanness Ara purchased for the consideration therein mentioned from John Carapiet Galstaum ALL THAT one storeyed Garden House together with the piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected with ~~rooms~~ containing an area of 5 Bighas 13 Cottahs 3 Chittacks 7 Square feet more or less being premises No. 20, Canal East Road -- (formerly known as 49, Canal East Road, Calcutta) more particularly described in the Schedule thereunder written and also in the Schedule hereunder written and hereinafter referred to as the said premises.

2. The said Aramis Johanness Ara died on the 24th day of April 1958 leaving a will dated 18th May 1956 whereby the said premises was bequeathed to his wife Mrs. Alice

Aramis



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Aramais Johannes Ara since deceased and his 2 sons the Vendors herein in equal shares. The said Will was duly proved in the High Court at Calcutta in Matter No.122 of 1959 Testamentary and Intestate Jurisdiction and Probate of the same was duly granted on the 26th day of May, 1959 whereby the administration of the property and credits of the said Aramais Johannes Ara since deceased was granted to his wife the said Mrs. Alice Aramais Johannes Ara since deceased and his 2 sons the vendors herein being the -- executrix and executors to the said Will.

3. The said Mrs. Alice Aramais Johannes Ara died intestate on the 16th day of December 1966 leaving the Vendors herein as her only heirs and legal representatives who inherited her share in the said property. In the events which have happened the Vendors as Surviving executors to the estate of Aramais Johannes Ara are absolutely seized and possessed or and/or otherwise well and sufficiently entitled to the said premises together with godown privy etc. standing thereon free from all encumbrances and charges whatsoever absolutely and forever.

4. The administration of the estate of Aramais Johannes Ara has not yet been completed and in the course of such administration the Vendors as surviving executors have agreed with the Purchaser for the absolute sale of the said premises and the inheritance thereof in fee simple in possession free from all encumbrances and charges whatsoever at or for the price of Rs. 2,00,000/-.

NOW

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of this agreement and in consideration of the said sum of Rs. 2,00,000/- by the Purchaser to the Vendors paid at or immediately before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the payment of the same or any part thereof release and discharge the Purchaser as well as the said premises) the Vendors as surviving executors to the estate of Armasis Johannes Ara deceased do and each of them doth hereby sell, convey, transfer unto the Purchaser all that piece or parcel of Land measuring 5 Bighas 13 Cottaks 3 Chittacks and 7 <sup>but on actual measurement 5 B. 12 K. 15 Ch. 12 Sq. Ft.</sup> Square Feet <sup>to be the same little more or less together with</sup> godown, privy structure etc. standing thereon being premises No. 20, Canal East Road in the town of Calcutta more fully described in the Schedule hereunder written and delineated in the map or plan annexed hereto and thereon shown within red borders and hereinafter referred to as the said premises ~~OR HOWSOEVER OTHERWISE~~ the said premises now are or is or at any time or times heretofore were or was situate butted bounded described called known numbered or distinguished ~~TOGETHER~~ with all out houses stables garages structures sheds godown yards boundary walls compounds ways lights, waters, water-courses, sewers, drains and ditches AND all manner of ancient and other lights, rights, liberties, easements, privileges, advantages, emoluments, appendages and appurtenances whatsoever standing and being in and  
upon



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upon or belonging or in anywise appertaining to the said premises or any part thereof or which with the same now are or is or at any time or times heretofore were or was held used occupied or enjoyed accepted reputed deemed taken or known as part, parcel or member thereof or appurtenant thereto and the reversion or reversions -- remainder and the rents issues and profits thereof and ALL the estate right, title interest property claim and demand whatsoever of the Vendors in to and upon the same or any part thereof AND all deeds, pottahs muniments writings and evidences of title which exclusively relate to the said premises or any part or parcel thereof TO HAVE AND TO HOLD the said premises hereby sold conveyed transferred and assigned or otherwise assured or intended so to be unto and to the use of the Purchaser absolutely and for ever.

2. The Vendors do and each of them covenant with the Purchasers :-

(1) That the Vendors have not at any time done or knowingly suffered or been party to any act deed matter or thing whereby or by means whereof the said premises hereby sold, granted, conveyed, transferred, assigned and assured and every part thereof respectively are or may be prevented from selling, granting, conveying, transferring, assigning and assuring the said premises or any part thereof unto the Purchaser in the manner aforesaid.

(ii)





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(ii) That notwithstanding any act deed or things done committed or knowingly suffered by them to the contrary the Vendors are lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby sold conveyed transferred and assigned as and for an estate of inheritance in fee simple in possession or an indefeasible estate equivalent thereto free from encumbrances whatsoever and that the Vendors have full power and absolute and indefeasible right and authority to sell grant convey transfer and assign the said premises in the manner aforesaid and according to the true intent and meaning of these presents.

(iii) It shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said premises and receive the rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendors or any person or persons claiming any estate right title and interest from under through or in trust for them and that free and clearly and absolutely acquitted and exonerated and for ever discharged or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified of and from and against all former and other estate title charges and encumbrances whatsoever made done executed or occasioned by the Vendors.

(iv) The Vendors and all persons claiming any right title or interest in the said premises and through from under or in trust for the Vendors shall and will from

time



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time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge and execute or cause and procure to be made done acknowledged and executed all such further acts deeds and things for further assuring the said premises as may be reasonably required.

3. The Vendors do hereby covenant with the Purchaser that the Vendors shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to them or their Solicitors or Agents or at any trial hearing commission examination or otherwise as occasion shall require the original Probate of the Will of Aramis Jehannes Ara granted by the High Court on 26th May 1959 and also at the like request and cost deliver or cause to be delivered unto the Purchaser such attested or other copies or extracts or from the said Probate as they may require and will in the meantime unless prevented as aforesaid keep the said original Probate safe unobliterated and uncancelled.

THE SCHEDULE ABOVE REFERRED TO :

*Purchaser*  
*W. K. B. S.*  
ALL THAT godown, privy and structures etc. together with the piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected containing

*Purchaser*  
*W. K. B. S.*  
an area of 5 Bighas 13 cottahs 3 Chittaks and 7 Square feet but on actual measurement 5 B.12 K.15 Ch.12 Sq.Pt and being or thereabouts known as No.20, (formerly No.49, previous thereto

*Purchaser*  
*W. K. B. S.*  
No.17) Canal East Road within the municipal limits of Calcutta

being

being Holding No.141, Sub-Division X Division II at  
 Uladanga No. 1295 in Panchannagram Thana Maniktola, Sub-  
 Registry Sealdah District 24-Parganas and bounded formerly  
 on the North by a ditch between this premises and the  
 Garden of Akhoy Kumer Dhur, On the South by public drain  
 and Kutcha Road, On the East by a ditch between this  
 property and the garden of Demonath and Kedarnath Byasck  
 and the garden of Duniyalal Gill, On the West by a private  
 passage separating this premises from Mr. Galataun's  
 Shellac Factory belonging to the Prudential Assurance Co.  
 Ltd. now butted and bounded as follows :-

- On the North - By No.18, Canal East Road,  
 On the East - By No.14, Muraripukur Road,  
 On the South - Partly by No.21, Canal East Road and  
 partly by cul-de-sac off Canal East  
 Road,  
 On the West - By No.18, Canal East Road and private  
 passage therein.

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

SIGNED AND DELIVERED by the said  
 Vendors at Calcutta in the  
 presence of :

*Les Francis Roy*  
*Francis Aramais Bra*

*M. N. Das*  
*Solicitor, Calcutta*  
*S. C. Chowdhury*  
*Solicitor Calcutta*



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RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 2,00,000/- being the full consideration for these presents as per memorandum below:-

MEMO OF CONSIDERATION.

By cheque no VH 523098 dated 9-10-1968  
 Drawn by the purchaser on United Commercial  
 Bank Ltd in favour of des. A. Arafa - Rs. 1,00,000/-

By cheque no VH 523099 dated 9-10-1968  
 Drawn by the purchaser on United  
 Commercial Bank Ltd in favour of A.A. Arafa Rs. 1,00,000/-

Total Rs. 2,00,000/-  
 (Rupees two lacs) only

Les Amis Les.  
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Witnesses; -

H. M. M. U.  
 solicitor.

S. C. Chowdhury  
 Sali detorlalatha



Registrar of Assurances  
Calcutta.



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DAILED 9th DAY OF October

Book No. 5  
Volume No. 166  
Page No. 82 to 89  
Serial No. 4898  
for the year 1968

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187

BETWEEN  
LEO ARADAYS ASA & SONS  
AND

DAYENKESWAMY & TENDRUPILLAI LTD.



2-11-68

MR. B. S. (C. S. G.)  
20, Canal East Rd  
28-11-68



Office of Registrar  
Calcutta

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KHAILAN &  
SOLICITORS  
1B, Old Post Office Bldg  
Calcutta