3213

Admissible under Rule 21, duly stamped under the Indian Stamp Act, 1899, & also as Amended by W. Bengal Stamp Amendment Act 1962, Schedule IA No. 20

and also under Section 82 (1) of the Calcutta Improvement Act, [illegible]

Stamp duty payable [illegible] Act Rs 12500 -

Additional [illegible] Rs 9000

Paid in excess [illegible] Rs

[illegible] Rs 21500

Fee paid as under—

STAMP AFFIXED BY.

1572

28.12.68

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE.

Certificate u/s 230 A of the I.T. Act 1961

Registrar of Assurances
Calcutta 28/3/69

THIS INDENTURE is made this twenty-eighth day of March one thousand nine hundred and sixty-nine between GANESHBARI TEA COMPANY PRIVATE LIMITED an existing Company under the provisions of the Companies Act, 1956 and having its registered office at No. 20, Rajendra Nath Mukherjee Road, Calcutta hereinafter called "the VENDOR" (which expression shall unless excluded by or repugnant to the context include its successor or successors and assigns) of the One Part and SREE KAMAKHYA TEA COMPANY PRIVATE LIMITED an existing Company under the provisions of Companies Act, 1956 and having its registered Office at No. 20 Rajendra Nath

Mukherjee

Presented for registration
at 4 pm on the 28th
day of June 1969
at his/her residence
Hd. Kanoi
[illegible]

Registrar of Assurances
28/8/69

Executors are [illegible]
Hd. Kanoi and Hd.
[illegible]
[illegible] Co [illegible]
the Ballygunge circular
road Calcutta.

Hd. Kanoi
Directors

S. N. Das Majumder Advocate
High Court Calcutta.

S. N. Das Majumder
Advocate

Registrar of Assurances
28/8/69

Mukherjee Road, Calcutta-1 hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context include its successor or successors and assigns) of the Other Part :

W h e r e a s -

1) By an Indenture of Conveyance dated the 30th December 1960 made between Kanoi Estates Private Limited as the Vendor of the one part and the said Ganeshbari Tea Company Private Limited (the Vendor herein) as the Purchaser of the other part and registered at the Calcutta Registration Office in book No.1 volume No.67 pages 55 to 66 Being No.1914 for the year 1961 the said Kanoi Estates Private Limited for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto the said Ganeshbari Tea Company Private Limited premises No.4 Hastings Park Road, Alipore in the District of 24 Parganas within the Municipal limits of the Corporation of Calcutta and more fully described in the Schedule thereunder written and also in the Schedule hereunder written;

2) At a meeting of the Board of Directors of the Vendor Company held at its registered Office at No. 20 Rajendra Nath Mukherjee Road, Calcutta on the 25th January 1968 it was inter alia resolved that the Company do sell its premises No.4 Hastings Park Road, Alipur, Calcutta to M/s. Sree Kamakhya Tea Company Private Limited at the price of Rs. 4,50,000/- (Rupees four lacs fifty thousand) subject to the approval and sanction of the Shareholders of the Company in General Meeting.

3)

3) At an Extra-Ordinary General meeting of the Vendor Company held on the 27th day of March 1968 at the registered office of the Company at No. 20 Rajendra Nath Mukherjee Road Calcutta a special resolution was unanimously passed wherety it was resolved that the Vendor Company do sell the said premises No.4 Hastings Park Road, Alipore to the said Sree Kamakhya Tea Company Private Limited at the price of Rs. 4,50,000/- (Rupees four lacs fifty thousand) free from all encumbrances;

4) The Vendor is absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises No.4 Hastings Park Road free from all encumbrances whatsoever;

5) Pursuant to such resolutions as aforesaid the Vendor has agreed with the Purchaser for sale to it of the said premises No.4 Hastings Park Road free from all encumbrances and liabilities whatsoever at or for the said price of Rs. 4,50,000/- (Rupees four lacs fifty thousand);

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said Agreement and in consideration of the said sum of Four Lakhs and fifty thousand only paid to the Vendor by the Purchaser on or before the execution of these presents (the receipt thereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and for ever discharge the Purchaser and the premises hereby conveyed and transferred) the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser free from all encumbrances whatsoever ALL THAT brick

built

Registrar of Assurances
Calcutta.

built messuage or dwelling house tenements hereditaments and premises TOGETHER WITH the piece or parcel of rent free land or ground thereunto belonging whereon or on part or parts whereof the same is erected and built containing an area of one Bigha Fifteen Cottahs Four Chittaks and Twenty-three square feet more or less situate lying at and being premises No.4 Hastings Park Road, Alipur, in the District of Twenty-four Parganas within the Municipal limits of the town of Calcutta and more particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as 'the said premises' OR HOWSOEVER OTHERWISE the said premises or any part thereof now are or is or at any time or times heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH twenty-two ceiling fans, four Chandeliers and shades and two electric pumps and all houses, out-houses, garages and all other buildings, erections, structures, fixtures, electrical and sanitary and other installations, fittings, fixtures, and appliances, walls, yards, court-yards, compounds and the boundary walls on the north, east, south and west sides of the said premises TOGETHER WITH the ground or soil beneath the said boundary walls and all benefits and advantages of ancient and other lights, ways, paths, passages, pits, areas, fences, sewers, drains, ditches, water, watercourses, well, trees, shrubs, gardens and all and all manner of rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said premises 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 enjoyed or reputed to belong

or

or be in anywise appurtenant thereto And the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part thereof And all the legal incidents thereof And all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the Vendor in to upon or in respect of the said premises and every part thereof And all deeds pottahs muniments writings and evidences of title which in anywise relate to the said premises or any part thereof and which now are or may hereafter be in the custody possession or power of the Vendor or which the Vendor can or may procure from any person or persons without any action or suit TOGETHER WITH the benefits and advantages of the covenant for production of title deeds mentioned in the said Conveyance dated the 30th day of December 1960 TO HAVE AND TO HOLD the said premises and all and Singular other the premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights members and appurtenances thereof unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances and liabilities whatsoever.

2. The Vendor doth hereby covenant with the Purchaser as follows :-

(a) That the Vendor is absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises free from all encumbrances And That the Vendor has good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said premises hereby granted sold conveyed transferred assigned and assured or expressed so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

(b)

(b) That the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the said premises and every part thereof and receive and take the rents issues and profits thereof without any lawful eviction interruption disturbance claim or demand whatsoever from of or by the Vendor or any person or persons whomsoever.

(c) That free and clear and freely and clearly and absolutely and clearly and absolutely acquitted exonerated and released or otherwise by and at the cost and expenses of the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all estates charges liens lis pendens debts claims demands attachments executions encumbrances and liabilities whatsoever.

(d) And Further That the Vendor and all persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said premises 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 Purchaser make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds matters assurances and things whatsoever for further better and more perfectly and effectually granting and assuring the said premises and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT brick built messuage or dwelling house tenements hereditaments and premises TOGETHER WITH the piece or parcel of

part free land or ground thereunto belonging and whereon or on part or parts whereof the same is erected and built containing an area of One Bigha Fifteen Cottahs Four Chittaks and Twenty-three square feet more or less situate lying at and being premises No.4, Hastings Park Road, Alipur, within the Municipal limits of the town of Calcutta Thana and Sub-Registry Alipur Holding No.49 Mouza Alipur Saheban Bagicha in the District of Twenty-four Parganas and butted and bounded on the North by Belvedere Road, on the South by premises No. 5 Hastings Park Road, on the East by premises No.22, Belvedere Road and on the West by Hastings Park Road OR HOWSOEVER OTHERWISE the said premises or any part thereof may be situated butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the Vendor has executed these presents the day month and year first above written.

The Common Seal of the Vendor was hereunto affixed in the presence of Sri S. M. Kanoi and Sri H. P. Kanoi two of the Directors of the Vendor who have signed these presents at Calcutta in the presence of :-

S. N. Das Majumder
Advocate, High Court, Calcutta

M. P. Agarwalla
13/2, Bellygunge Park Road
Calcutta

Ganeshbari Tea Company Private Limited
श्री

For Ganeshbari Tea Co. Private Ltd
S. M. Kanoi
Director.

Received

Received of and from the within named Purchaser the within mentioned sum of Rs. 4,50,000/- (Rupees four Lakhs fifty thousand) payable by the Purchaser to the Vendor in full of the consideration money of the herein before Indenture of Conveyance as per Memo below ... Rs. 4,50,000/-

MEMO OF CONSIDERATION

By earnest money paid on 1.4.68. Rs. 45.000/-

By cash paid ~~to M/s Hanumanbux Surajmall Rs. 100 at the request and by the direction of the vendor as follows:-~~

1.6.68	Rs.	25.000.00
3.6.68	Rs.	25.000.00
21.6.68	Rs.	25.000.00
24.6.68	Rs.	25.000.00
27.6.68	Rs.	5.000.00
27.6.68	Rs.	15.000.00
4.7.68	Rs.	15.000.00
4.7.68	Rs.	10.000.00
11.7.68	Rs.	15.000.00
14.7.68	Rs.	10.000.00
16.7.68	Rs.	5.000.00
17.7.68	Rs.	20.000.00
24.7.68	Rs.	20.000.00
25.7.68	Rs.	50.000.00
30.7.68	Rs.	65.000.00
2.8.68	Rs.	25.000.00
6.8.68	Rs.	20.000.00
13.8.68	Rs.	31.000.00
Total	Rs.	4.50.000.00

(Rupees four lakhs fifty thousand only.)

Witnesses:-

S. N. Dasmajumder

M. P. Agarwalla

For Goomtibari Tea Co. Private Ltd

Sm Kanoi

Director.

Read over and explained by me the contents of the document including the receipt clause.

S. N. Dasmajumder
28.3.69

Book No. I
Volume No. 70
Pages 45 to 53
Being No. 1512
For the year 1969.

Dated this 28th day of March

Ganeshbari Tea Company Private Limited

To

Sree Kamakhya Tea Company Private Limited

Nil/-

CONVEYANCE

Registrar of Assurances
Calcutta
17.4.69.

Registrar of Assurances

S.N.Das Majumdar
Advocate