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THIS INDENTURE made this 19<sup>th</sup> day of MAY Two Thousand Six  
 BETWEEN (1) **DINA DALI BHESANIA** wife of Late Dali Ruttonji Bhesania residing at  
 No.21B Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, and (2) **ZARIN SAROSH**  
**TANGRI** wife of Mr. Sarosh S. Tangri and daughter of Late Dali Ruttonji Bhesania  
 residing at No.21B Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, hereinafter for

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18 MAY 2006

No. .... Date .....  
Sold to ... Sarangi & Co. Advocates  
Address ... 4C, Punwari Chambers  
7B, Kishan Shankar Nay Road,  
Es. ... Kolkata-700 091

19th day of May 2006  
One of the ...  
L. S. VENDOR,  
HIGH COURT

For CHEKSONS BROKING CO. PVT. LTD.



18. Registrar of Companies  
Kolkata 19/5/06

For TEACHMART BROKING CO. PVT. LTD.

Jaral Singh

Smt. Sanjivita Vohra as Director for Cheksons Broking Co. Pvt. Ltd. ...  
Smt. Sarjita Sarosh Jangri w/o Sarosh S. Jangri and Aps ...  
Late Dali Rattanji Bhelsani of 21B, Dr. V.N. Brahmachari ...  
Smt. Veera Homi Medhora (also known as Homi Medhora) ...  
Mauritius, Park Street, Kolkata-10.  
Mr. Anil H. Kapadia, 3/6 Lt H. Kapadia and Lt Mrs ...  
N.H. Kapadia of 162/B/323, Lake Garden, Kolkata ...  
Smt. Armi J. Medhora w/o Lt. Jai N. Medhora at Karnani ...  
Mansion, Park Street, Kolkata

V. L. Medhora

A. H. Kapadia

A. L. Medhora

Identified by me.  
Preeti  
(PARTY DEY)  
Smt. RAGHUNATH DEY  
7/B HAZRA ROAD  
CALCUTTA - 26  
Bachus

18. Registrar of Companies  
Kolkata 19/5/06

for the day  
of 19th May 2006  
at 7/1, Hazra Road  
Calcutta - 26  
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the sake of brevity collectively referred to as "the FIRST VENDORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs executors administrators and legal representatives) of the **FIRST PART AND (1) (SMT.) VEERA HOMI MEDHORA** (alias **VIROO HOMI MEDHORA**), wife of Late Homi Navroji Gorabhai (Medhora) residing at Karnani Mansion, Park Street, Kolkata-700016 **(2) (SMT.) DINA DALI BHESANIA**, wife of Late Dali Ruttonji Bhesania and sister of Late Homi Navroji Gorabhai (Medhora) residing at No.21B Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, **(3) (SMT.) BACHI R. LILAOONWALA**, wife of Late Rustom K. Lilaonwala and sister of Late Homi Navroji Gorabhai (Medhora) residing at 2, Saklat Place, Kolkata-700072, **(4a) (MR.) ASPI H. KAPADIA**, son of Late H. Kapadia and Late Mrs. N.H. Kapadia (who in turn was the sister of Late Homi Navroji Gorabhai), residing at 162/B/323, Lake Gardens, Kolkata **(4b) (SMT.) JEROO VANDREWALA** wife of Mr. F.A. Vandrewala and daughter of the said Late H. Kapadia and Late Mrs. N.H. Kapadia, residing at P-21N, 'A' Block, New Alipore, Kolkata-700053, **(5a) (SMT.) DHUN D. MEDHORA**, wife of Late Dinshaw N. Medhora (who was the brother of said Late Homi Navroji Gorabhai), residing at 16, Futnani Chambers, Corporation Place, Kolkata-700087, **(5b) (SMT.) SOONA DHANKANI**, wife of Late Dilip Dhankani and daughter of the said Late Dinshaw N. Medhora residing at No.110, Block-F, New Alipore, Kolkata-700053, **(5c) (SMT.) NILOUFER SANJAY PRAKASH**, wife of Mr. Sanjay Prakash and daughter of the said Late Dinshaw N. Medhora residing at 13 Carmichael Road, Mumbai 400026 **(5d) NEVILLE DINSHAW MEDHORA**, son of the said Late Dinshaw N. Medhora residing at E-53, Greater Kallash-I, New Delhi 110048 **(6a) (SMT.) DINO E. MEDHORA**, wife of Late Erach N. Medhora (who was the brother of said Late Homi Navroji Gorabhai), residing at 275, B.B. Ganguli Street, Kolkata-700012, **(6b) ASHTAD ERACH MEDHORA**, son of the said Late Erach N. Medhora residing at 275, B.B. Ganguli Street, Kolkata-700012 and **(7a) (SMT.) ARNI J. MEDHORA**, wife of Late Jal N. Medhora (who was the brother of the said Late Homi Navroji Gorabhai), residing at Karnani Mansion, Park Street, Kolkata, **(7b) (SMT.) ABAN CYRUS CONFECTIONER**, wife of Mr. Cyrus Confectioner and daughter of the said Late Jal N. Medhora residing at 183 Lenin Sarani, Kolkata 700013 **(7c) JIMMY JAL MEDHORA**, son of the said Late Jal N. Medhora residing at No.58A Lower Range, Kolkata 700019 all hereinafter for the sake of brevity collectively referred to as "the **SECOND VENDORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs executors administrators and legal representatives) of the **SECOND PART** (both the First Vendors and the Second Vendors are hereinafter also collectively referred to as "the **VENDORS**") AND **(1) CHEKSONS BROKING COMPANY PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at No.63 Rafi Ahmed Kidwai Road, Kolkata and **(2) TECHMART BROKING COMPANY PRIVATE LIMITED** an existing Company within the meaning of the Companies Act, 1956 having its Registered Office

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Medhora  
Srinani

A. P. M.  
Kala  
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Smt. Naloufer Sunjay Prasad 1/0 Mr. Sunjay Prasad  
10/11 D. D. D. N. Medhora of 13, Carmichael Rd,  
Raid, Mumbai - 26

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WHEREAS:

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- B. The said the divi No. 21 ( assesse Corporal (formerl mention referred, Gorabha the Koll Gorabha, ov th
- C. By three said Hor, and by w with str, being pr

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Smt. Soma Shankam 1/0 At Silip Shankam  
10/11 D. D. D. N. Medhora of 16, Fort Road chambers  
Corporation Place, Kolkata-53, 110, Block-F, Near  
Alipore, Kolkata-53 for self and as constituted  
attorney of Mrs. Dhun D. Medhora and Mrs  
Neville Dunsinver Medhora

Smt. Aban Cyrus Confehtines 1/0 Mr. Cyrus  
Confehtines and 1/0 H. Jal N. Medhora of 193,  
Lenin Sarami, Kolkata-13

Smt. Joroo Vandrevale 1/0 F.A. Vandrevale  
and 1/0 H. Kapadia and 1/0 Mrs. N.H. Kapadia  
of P-21 N, A' Block, New Alipore, Kol-53

Smt. Dines E Medhora 1/0 At Erach N. Medhora  
of 275, B.B. Ganguly Strad, Kol-12  
Ashted Erach Medhora 1/0 At Erach N.  
Medhora of 275, B.B. Ganguly Strad,  
Kolkata-12

Smt. Aroni J. Medhora 1/0 At Jal N Medhora  
of Karneni Manian, Park Strad, Kolkata

Smt. Dina Dali Phesania 1/0 At Ruttinji  
Phesania and 1/0 of 21 B, U.N. Brahmchari  
street (Kondra street), Kolkata

Smt. Bachi R. Lilaonvale 1/0 At Ruttinji  
K. Lilaonvale of 2, Saklat Place, Kol-72

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for self and as  
constituted attorney of  
Mrs. Dhun D. Medhora  
and Neville D  
Medhora.

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D D Phesania

B R Lilaonvale

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1/0 S. B. Nath  
T.D. K.S. Raj Rd  
Kol-1 Service

441. Registrar of Assurances  
19/5/26

at No.63 Rafi Ahmed Kidwai Road, Kolkata hereinafter collectively referred to as "the **PURCHASERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and assigns) of the **THIRD PART**:

**WHEREAS:**

- A. By an Indenture of Conveyance dated February 7, 1961 made between Begum Saidun Nessa Haque, Lutfun Nessa Haque, Jaharatun Nessa Haque, Motiun Nessa Haque and Mohammed Rezaul Haque therein referred to as the Vendors of the One Part and Homi Navroji Gorabhai [also known as Homi Navroji Gorabhai (Medhora)] therein referred to as the Purchaser of the other part and registered with the Registrar of Assurances, Calcutta in Book No.I Volume No.30 Pages 108 to 115 Being No.590 for the year 1961, the said Homi Navroji Gorabhai for the consideration therein mentioned purchased from the Vendors thereto All That the piece or parcel of land containing an area of 16 Cottahs more or less situate lying at and being the divided and demarcated South-Western portion of premises No.21 Loudon Street (now known as Dr. U.N.Brahmachari Street), Kolkata together with dilapidated bath room privy and structures thereat, absolutely and forever.
- B. The said land and premises containing an area of 16 Cottahs more or less, being the divided and demarcated South-Western portion of the said Larger Premises No.21 Dr. U. N. Brahmachari Street, Kolkata was subsequently separately assessed and renumbered by the Corporation of Calcutta (now Kolkata Municipal Corporation) as Municipal Premises No.21A Dr. U. N. Brahmachari Street (formerly Loudon Street), Kolkata and the same is morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PREMISES**" and the name of the said Homi Navroji Gorabhai (since deceased) was recorded as the owner thereof in the records of the Kolkata Municipal Corporation and the name of the said Homi Navroji Gorabhai (since deceased) still continues to be so recorded as the recorded owner thereof.
- C. By three several Deeds Of Gift, details whereof are mentioned hereinbelow, the said Homi Navroji Gorabhai (Medhora) granted, conveyed and transferred, as and by way of Gift, unto and to Sarosh Dall Bhesania, a total of 9 Cottahs of land with structures, being a divided and demarcated portion of the said Premises, being premises No.21A Dr. U. N. Brahmachari Street, Kolkata;

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Handwritten notes: "Kolkata Chamber of Commerce - F, Near ... Mrs"

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Handwritten notes: "Brahmachari ... 1961"

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Handwritten notes: "Dr. U. N."

Handwritten notes: "Dr. U. N. Brahmachari"

Handwritten notes: "Large structure"


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1891. Register of Assesses



- a) Deed of Gift dated March 21, 1968 made between the said Homi Navroji Gorabhai (Medhora) therein referred to as the Donor of the one part and the said Sarosh Dali Bhesania therein referred to as the Donee of the other part and registered with the Registrar of Assurances, Calcutta in Book No.1 Volume No.117 Pages 130 to 135 Being No.3128 for the year 1968, relating to 3 Cottahs of land with structures;
- b) Deed of Gift dated September 15, 1969 made between the said Homi Navroji Gorabhai (Medhora) therein referred to as the Donor of the one part and the said Sarosh Dali Bhesania therein referred to as the Donee of the other part and registered with the Registrar of Assurances, Calcutta in Book No.1 Volume No.142 Pages 53 to 59 Being No.4319 for the year 1969, relating to 3 Cottahs of land;
- c) Deed of Gift dated March 23, 1971 made between the said Homi Navroji Gorabhai (Medhora) therein referred to as the Donor of the one part and the said Sarosh Dali Bhesania therein referred to as the Donee of the other part and registered with the Registrar of Assurances, Calcutta in Book No.1 Volume No.69 Pages 167 to 172 Being No.1029 for the year 1971, relating to 3 Cottahs of land.
- D. In the events aforesaid, the said Sarosh Dali Bhesania became the owner of a divided and demarcated portion of the said Premises (being premises No.21A, Dr. U. N. Brahmachari Street, Calcutta) containing an area of 9 Cottahs more or less (and the same is hereinafter for the sake of brevity referred to as "the said 9 Cottahs") And the said Homi Navroji Gorabhai continued to be the owner of the remaining divided and demarcated portion of the said Premises (being premises No.21A, Dr. U. N. Brahmachari Street, Calcutta) containing an area of 7 Cottahs more or less (and the same is hereinafter for the sake of brevity referred to as "the said 7 Cottahs").
- E. By an Indenture of Lease dated June 20, 1978 registered with the Registrar of Assurances, Calcutta in Book No.1 Volume No.135 Pages 52 to 61 Being No.3091 for the year 1978, the said Homi Navroji Gorabhai (Medhora) leased out **All That** a divided and demarcated portion measuring 5 Cottahs 2 Chittaks and 6 Square Feet of land out the said 7 Cottahs of Land together with the right in common to use and enjoy the vacant space or drive way abutting thereto, to Dali Ruttonji Bhesania, for a term of 10 years commencing from 1<sup>st</sup> June 1978. The said portion measuring 5 Cottahs 2 Chittaks and 6 Square Feet is hereinafter for the sake of brevity referred to as "the Leasehold Portion". After the death of the said Homi Navroji Gorabhai (Medhora), as hereinafter recited, and expiry of the term of the lease granted under the said Indenture of Lease
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dated 20<sup>th</sup> June 1978, the heirs of Homi Navroji Gorabhal (Medhora) (being his wife and three brothers and three sisters), leased out the said Leasehold Portion to the said Dali Ruttonji Bhesania for a term of 10 years commencing from 1<sup>st</sup> June 1988, under and by virtue of Two Indentures of Lease dated 28<sup>th</sup> June 1978 and 29<sup>th</sup> June 1978 registered with the Registrar of Assurances, Calcutta in Book No.1 Being Nos.7275 and 8444 respectively for the year 1988 (each Indenture of Lease relating to one-half portion of the said Leasehold Portion). The heirs of Homi Navroji Gorabhal (Medhora) (being firstly his wife and secondly his three brothers and three sisters) had granted two separate leases with the sole intent of receiving the lease rent separately without however effecting the partition of the said Leasehold Portion and that the Lessee to the above recited leases of 20<sup>th</sup> June 1978, 28<sup>th</sup> June 1978 and 29<sup>th</sup> June 1978 did not making any construction of any nature. Though the term of the lease of the said Leasehold Portion expired on 31<sup>st</sup> May 1998, however the heirs of the said Lessee, Dali Ruttonji Bhesania, being the First Vendors herein, continued to hold over possession thereof;

- F. The said Sarosh Dali Bhesania, a Parsi, died intestate on 19<sup>th</sup> August 1989 as a Bachelor (i.e. without leaving behind any widow or any son or daughter), leaving him surviving his father, namely Dali Ruttonji Bhesania and mother, namely Dina Dali Bhesania, who both upon his death inherited and became entitled to the said 9 Cottahs, absolutely and forever in equal shares.
- G. Consequent to the death of the said Dali Ruttonji Bhesania, a Parsi, on 1<sup>st</sup> September 2000, his one-half undivided share in the 9 Cottahs devolved upon his widow, namely the said Dina Dali Bhesania and only daughter, namely the said Zarin Sarosh Tangri, absolutely and forever in equal shares.
- H. In the events aforesaid, the said Dina Dali Bhesania and Zarin Sarosh Tangri, being the First Vendors herein, became the full and absolute owners of All That the said 9 Cottahs, with the said Dina Dali Bhesania having three-fourth undivided share therein and the said Zarin Sarosh Tangri having one-fourth undivided share therein.
- I. The said Homi Navroji Gorabhal (Medhora), a Parsi, died Intestate on 1<sup>st</sup> August 1979, leaving him surviving his widow, namely Veera Homi Medhora alias Viroo Homi Medhora (being the **Second Vendor No.1** herein) and Three Brothers and Three Sisters namely, Dina Dali Bhesania (sister) (being one of the **Second Vendors** herein), Bachi R. Liloonwala (sister) (being one of the **Second Vendors** herein), Najoo Homi Kapadia (sister - since deceased), Dinshaw Navrojee Medhora (brother - since deceased), Erach Navrojee Medhora (brother - since deceased), and Jal Navrojee Medhora (brother - since deceased), as his only heirs, heiresses and legal representatives who all upon his death inherited

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and became entitled to the said 7 Cottahs, absolutely and forever, with the said Veera Homi Medhora inheriting one-half undivided share therein and the said Three Brothers and Three Sisters of the said Homi Navroji Gorabhai (Medhora) jointly inheriting the remaining one-half undivided share therein.

- J. The said Najoo Homi Kapadia, a Parsi, died intestate on 14<sup>th</sup> March 1996, leaving her surviving her son Aspi H. Kapadia (being one of the Second Vendors herein) and daughter Jeroo Vandrewala (being one of the Second Vendors herein) as her only heirs and legal representatives.
- K. The said Dinshaw Navrojee Medhora, a Parsi, died intestate on 1<sup>st</sup> June 2002, leaving him surviving his wife Dhun D. Medhora (being one of the Second Vendors herein), two daughters namely Soona Dhankani (being one of the Second Vendors herein) and Niloufer Sanjay Prakash (being one of the Second Vendors herein) and one son namely Neville Dinshaw Medhora (being one of the Second Vendors herein), as his only heirs and legal representatives.
- L. The said Erach Navrojee Medhora, a Parsi, died intestate on 21<sup>st</sup> June 2003, leaving him surviving his wife Dinoo E. Medhora (being one of the Second Vendors herein) and one son Ashtad Erach Medhora (being one of the Second Vendors herein); as his only heirs and legal representatives.
- M. The said Jal Navrojee Medhora, a Parsi, died intestate on 14<sup>th</sup> February 1996, leaving him surviving his wife Arni J. Medhora (being one of the Second Vendors herein) one daughter namely Aban Cyrus Confectioner (being one of the Second Vendors herein) and one son namely Jimmy Jal Medhora (being one of the Second Vendors herein), as his only heirs and legal representatives.
- N. In the events aforesaid, the Second Vendors herein became and are now seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to All That the said 7 Cottahs, absolutely and forever, with the Second Vendor No.1 having / owning one-half undivided share therein and the Second Vendor Nos.2 to 7c jointly having / owning the remaining one-half undivided share therein.
- O. The Purchasers, being desirous of purchasing and acquiring the entirety of the said Premises (i.e. the ownership, portions and shares of all of the First Vendors and the Second Vendors) absolutely and forever free from all encumbrances and liabilities whatsoever and with peaceful vacant possession of the entirety thereof (including the said Leasehold Portion), approached the Vendors herein (being the First Vendors and the Second Vendors) and it was, inter alia, agreed by and between the parties hereto that (i) the First Vendors would sell convey and transfer and also deliver peaceful vacant possession of the said 9 Cottahs (being

a portion of the said Premises) to the Purchasers and also quit surrender and deliver possession of the said Leasehold Portion to the Purchasers and in consideration thereof the Purchasers would pay a sum of Rs.4,12,50,000/= to the First Vendors and (ii) the Second Vendors would sell convey and transfer and deliver possession of the said 7 Cottahs (being a portion of the said Premises) to the Purchasers and in consideration thereof the Purchasers would pay a sum of Rs.1,15,50,000/= to the Second Vendors to the end and intent that consequent to such sale, the Purchasers shall become and shall be the full and absolute owners of the said premises in its entirety and all and every part thereof.

P. Pursuant to such agreement, the Purchasers from time to time made payment of the entire consideration to the Vendors as hereinbefore recited and as agreed, (i) the First Vendors delivered peaceful vacant possession of the said 9 Cottahs (being a portion of the said Premises) to the Purchasers and also quit surrendered and delivered peaceful vacant possession of the said Leasehold Portion to the Purchasers and (ii) the Second Vendors delivered possession of the said 7 Cottahs (being a portion of the said Premises and which includes the said Leasehold Portion), to the Purchasers.

Q. At the treaty of sale and also from time to time thereafter, the Vendors (i.e. both the First Vendors and the Second Vendors) made various representations and declarations before the Purchasers and also gave several assurances and confirmations to the Purchasers, including those hereinabove recited and also contained hereinbelow and relying on, amongst others, such representations assurances declarations and confirmations and believing the same to be true and correct and acting on faith thereof, the Purchasers had agreed to purchase and acquire the said Premises and the respective portions of the respective Vendors therein.

I. **NOW THIS INDENTURE WITNESSETH THAT** In pursuance of the said agreement and (i) in consideration of the sum of Rs.4,12,50,000/= (Rupees four crores twelve lacs fifty thousand) only by the Purchasers to the First Vendors paid at or before the execution hereof [the receipt whereof the First Vendors do and each of them doth hereby as also by the Receipt and Memo of Consideration No.1 hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and the said 9 Cottahs (being a portion of the said Premises) as also their possession of and interest and rights in the said Leasehold Portion and their all and entire rights title and interest whatsoever in the said Premises and all and every part thereof hereby by them granted sold conveyed transferred assigned assured surrendered and delivered or expressed or intended so to be unto and in favour of the Purchasers] and (ii) and in consideration of


the sum of Rs.1,15,50,000/= (Rupees one crores fifteen lacs fifty thousand) only by the Purchasers to the **Second Vendors** paid at or before the execution hereof (the receipt whereof the **Second Vendors** do and each of them doth hereby as also by the Receipt and Memo of Consideration No.2 hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and the said 7 Cottahs (being a portion of the said Premises) and their all and entire rights title and Interest whatsoever in the said Premises and all and every part thereof hereby by them granted sold conveyed transferred assigned assured and delivered or expressed or intended so to be unto and in favour of the Purchasers), both considerations aggregating Rs.5,28,00,000/= (Rupees five crores twenty-eight lacs) only, the Vendors do and each of them doth hereby grant sell convey transfer deliver release assign and assure unto and to the Purchasers **ALL THOSE** their respective demarcated portions (being portions of the said Premises containing areas of 9 Cottahs and 7 Cottahs respectively) of or in **ALL THAT** the one-storeyed brick built messuages tenements hereditaments and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of **16 Cottahs** more or less situate lying at and being the entirety of the municipal premises No.21A Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PREMISES**", **AND ALL** the entire ownership rights title Interest possession and shares of the Vendors into or upon the said Premises described in the **SCHEDULE** hereunder written and all and every part thereof **TOGETHER WITH** all properties rights benefits advantages appurtenances and appendages connected and/or attributable thereto **TOGETHER WITH** all and singular the Intangible assets edifices fixtures gates courts courtyards compound compound walls areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever to the said premises belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** all legal incidence thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors and each of them into out of or upon the said premises and all and every part thereof hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattaahs muniments writings and evidences of title which in anywise relate to the said Premises or any part thereof which now are or hereafter shall or may be in possession power or control of the Vendors or any of them or any other person or persons from whom the Vendors or any of them can or may procure the same without any action or suit **TO**



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**HAVE AND TO HOLD** the same unto and to the Purchasers absolutely and forever free from all encumbrances mortgages charges leases tenancies thika tenancies occupancy rights liens lispendens attachments trusts uses debutters restrictions restrictive covenants prohibitions claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

**II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors and each of them are lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to their respective demarcated portions of the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
  - (ii) **AND THAT** the Vendors or any of them have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
  - (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors and each of them have now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular their respective properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
  - (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges attachments leases tenancies thika tenancies occupancy rights restrictions restrictive covenants liens lispendens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or any of them or their respective predecessors-in-title.
- 

- (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.
- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies thika tenancies occupancy rights restrictions restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition alignment prohibitions claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid.
- (vii) **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the respective properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors or any of them or their predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers or any of them do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the said premises and their respective demarcated portions of the said premises unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers or any of them.
- (viii) **AND THAT** the Vendors and each of them shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers or any of them produce or cause to be produced to the Purchasers or any of them or their agent or agents or any person or persons as the Purchasers or any of them may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Premises, which are not specifically delivered to the Purchasers, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchasers or any of them

them and their successors or successors in title and interest, together with all damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or any of them or their successors or successors in title or interest by reason of any defect in the title of the Vendors to the said premises and/or their respective portions thereof or by reason of any of the representations, declarations and assurances made by the Vendors herein being found to be untrue, incorrect, false or misleading.

**III. AND THE VENDORS DO AND EACH OF THEM DO TH HEREBY DECLARE AND ASSURE THE PURCHASER as follows :**

- (i) That the said premises is free from all encumbrances, mortgages, charges, leases, tenancies, occupancy rights, liens, lis pendens, attachments, debentures, trusts, uses, debts, claims, demands, acquisition, requisition, alignment and liabilities whatsoever or howsoever;
- (ii) That all municipal and all other rates and taxes in respect of the said premises have been duly paid and no amount is outstanding on any account whatsoever for the period upto the date hereof and that if any amount or liability be found due for the period upto the date hereof, the Vendors shall pay the same on demand being made by the Purchasers and shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof as also for all losses, damages, claims, demands and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof.
- (iii) That the said premises or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendors or any of them for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- (iv) That the said premises or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Municipal Corporation, the Kolkata Metropolitan Development Authority or the Kolkata Improvement Trust or the Metro Railways or the Government or any other Public Body or Authority.



- (v) That no declaration has been made or published for acquisition or requisition of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever.
- (vi) That there never was nor is there any excess vacant land in the said premises or in the hands of the Vendors or their predecessors-in-title within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 nor is there any impediment under the provisions of the said Act of 1976 in the Vendors selling conveying and transferring the said premises and/or their respective portions thereof unto and in favour of the Purchasers in the manner aforesaid.
- (vii) That the said Premises or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981.
- (viii) That there is no suit or litigation filed or pending against the Vendors or any of them in any court of law concerning the said premises or any part thereof.
- (ix) That the said premises or any part thereof is not affected by or subject to (a) mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien *lispendens* or annuity, (c) any right of residence or maintenance or bequest under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name *benami* transaction or otherwise, (e) any debutter *wakf* or *devseva*, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Municipal Rates and Taxes, (j) any restrictive covenant, (k) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;
- (xi) That the said premises or any part thereof never ever vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;
- (x) That the First Vendors have not done or knowingly suffered or been party or privy to any act deed or thing whereby the First Vendors are or may be prevented or hindered from surrendering the said Leasehold Portion (being a portion of the said Premises) And That the First Vendors hereby covenant and confirm that as from the date hereof the First Vendors shall

have no right title or interest of any nature whatsoever in the said Leasehold Portion under the document of lease as recited hereinabove or otherwise and shall also have no claim demand or obligation against the Purchasers or the Second Vendors in respect of the said Leasehold Portion And That the First Vendors have not at any time heretofore sub-let, sub-leased, under-let, charged, assigned or otherwise transferred or encumbered their leasehold interest in the said Leasehold Portion or any part thereof or any undivided share therein or parted with possession of the said Leasehold Portion or any part thereof nor agreed to do so under any agreement instrument or otherwise nor at any time heretofore done or omitted to do any act deed or thing which may or is likely to affect or prejudice the rights of the Purchasers to hold use possess and enjoy the said Leasehold Portion and in case any person makes or stakes any claim of any lease or tenancy or sub-tenancy right or sub-lease right or, any right of possession of the said Leasehold Portion or any part thereof or any undivided share therein through under or in trust for the First Vendors, the First Vendors shall indemnify the Purchasers of from and against all possible losses damages costs claims demands and consequences suffered or likely to be suffered by the Purchasers thereby or by reason thereof.

**THE SCHEDULE ABOVE REFERRED TO:**  
(said Premises)

ALL THAT the one-storeyed brick built messuages tenements hereditaments and premises (total area of two structures being about 600 Square Feet more or less) together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 16 Cottahs more or less situate lying at and being municipal premises No.21A Dr. U.N.Brahmachari Street (formerly premises No.21A Loudon Street and prior thereto being a divided and demarcated portion of premises No.21 Loudon Street), Police Station Park Street, Kolkata in Block Nos.V and VI, Holding No.21 in the South Division of the town of Calcutta and butted and bounded as follows:

|              |   |                                                                         |
|--------------|---|-------------------------------------------------------------------------|
| on the North | : | By premises No.21B Dr. U.N.Brahmachari Street;                          |
| on the South | : | By premises No.20 Dr. U.N.Brahmachari Street;                           |
| on the East  | : | By premises No.46 Park Street;                                          |
| on the West  | : | By municipal road, Dr. U.N.Brahmachari Street (Loudon Street, Kolkata); |

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

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 SEALED AND DELIVERED by the withinnamed FIRST VENDORS at Kolkata in the presence of:

Sanya Ghosh  
Partty

Zarin Bangri  
(ZARIN S. TANGRI)  
D. D. Bhosani

SIGNED SEALED AND DELIVERED by the withinnamed SECOND VENDORS at Kolkata in the presence of:

Sanya Ghosh  
of Sarangi & Co, Advocates  
78, K. S. Roy Rd.  
K.L-1.

Partty  
(PARTHA DEY)  
7/1 BHAZKA ROAD  
CALCUTTA - 700026

V. H. Medhora  
(VIROO HOMI MEDHORA)

B. R. Saha  
A. K. Kapadia  
(ASPI HOMI KAPADIA)  
D. D. Bhosani

Ani Medhora  
D. E. Medhora  
(DINOO ERACH MEDHORA)  
A. Z. Medhora  
(ASHTAD ERACH MEDHORA)

N. Prakash  
(NILUFER PRAKASH)  
Jimmy Sal Medhora  
(JIMMY SAL MEDHORA)  
D. Dhankani  
(SOOHA DILIP DHANKANI)  
for self and as  
constituted attorney of  
Dhun D. Medhora. and  
Neville D. Medhora.

Manoj Kumar  
(ABAN CONFECTIONER)  
Vandrevala  
(TRIPRA HANDEVVALA)



SIGNED SEALED AND DELIVERED by the  
withInnamed PURCHASERS at Kolkata in  
the presence of:

*Sanjay Ghosh*

*Pattay*

For CHEKSONS BROKING CO. P. T. LTD.

*BIPIN KUMAR VOHRA*  
Director

For TECHMART BROKING CO. P. T. LTD.

*SANJUKTA VOHRA*  
Director

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**RECEIPT AND MEMO OF CONSIDERATION NO.1:**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs.4,12,50,000/= (Rupees four crores twelve lacs fifty thousand) only being the consideration in full payable under these presents to the First Vendors as per memo written hereinbelow:

**MEMO OF CONSIDERATION NO.1:**

| Sl | Cheque No | Dated   | Amount      | Favouring           | Drawn By                      |
|----|-----------|---------|-------------|---------------------|-------------------------------|
| 1  | 288194    | 18/5/06 | 55,68,750/= | Dina Dall Bhesania  | Checksons Broking Co.Pvt.Ltd. |
| 2. | 288195    | 18/5/06 | 55,68,750/= | Dina Dall Bhesania  | Checksons Broking Co.Pvt.Ltd. |
| 3. | 288196    | 18/5/06 | 57,75,000/= | Dina Dall Bhesania  | Checksons Broking Co.Pvt.Ltd. |
| 4. | 709507    | 18/5/06 | 55,68,750/= | Dina Dall Bhesania  | Techmart Broking Co.Pvt.Ltd.  |
| 5. | 709506    | 18/5/06 | 55,68,750/= | Dina Dall Bhesania  | Techmart Broking Co.Pvt.Ltd.  |
| 6. | 288197    | 18/5/06 | 37,12,500/= | Zarin Sarosh Tangri | Checksons Broking Co.Pvt.Ltd. |
| 7. | 709508    | 18/5/06 | 37,12,500/= | Zarin Sarosh Tangri | Techmart Broking Co.Pvt.Ltd.  |
| 8. | 709509    | 18/5/06 | 57,75,000/= | Zarin Sarosh Tangri | Techmart Broking Co.Pvt.Ltd.  |

**WITNESSES:**

*Sanya Ghosh*

*Pattay*

*ZST*

*Jarun Bhanu*

*DAB*

*D.J. Bhasoria*

RECEIPT AND MEMO OF CONSIDERATION NO.2:

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs.1,15,50,000/= (Rupees one crores fifteen lacs fifty thousand) only being the consideration in full payable under these presents to the Second Vendors as per memo written hereinbelow:

MEMO OF CONSIDERATION NO.2:

| Sl  | Cheque No      | Dated   | Amount      | Favouring               | Drawn By                      |
|-----|----------------|---------|-------------|-------------------------|-------------------------------|
| 1.  | 709408         | 18/5/06 | 28,87,500/= | Viroo Homi Medhora      | Checksons Broking Co.Pvt.Ltd. |
| 2.  | 709510         | 18/5/06 | 28,87,500/= | Viroo Homi Medhora      | Techmart Broking Co.Pvt.Ltd.  |
| 3.  | 709511         | 18/5/06 | 9,62,500/=  | Dina Dall Bhesania      | Techmart Broking Co.Pvt.Ltd.  |
| 4.  | 288199         | 18/5/06 | 9,62,500/=  | Bachi R. Lilaonwala     | Checksons Broking Co.Pvt.Ltd. |
| 5.  | 709512         | 18/5/06 | 4,81,250/=  | Aspi H Kapadia          | Techmart Broking Co.Pvt.Ltd.  |
| 6.  | 288200         | 18/5/06 | 4,81,250/=  | Jeroo Vandrewala        | Checksons Broking Co.Pvt.Ltd. |
| 7.  | 709513         | 18/5/06 | 2,40,625/=  | Dhun D Medhora          | Techmart Broking Co.Pvt.Ltd.  |
| 8.  | 709514         | 18/5/06 | 2,40,625/=  | Soona Dillip Dhankani   | Techmart Broking Co.Pvt.Ltd.  |
| 9.  | D/D No. 806682 | 19/5/06 | 2,40,625/=  | Niloufer Prakash        | Checksons Broking Co.Pvt.Ltd. |
| 10. | D/D No. 806681 | 19/5/06 | 2,40,625/=  | Neville Dinshaw Medhora | Checksons Broking Co.Pvt.Ltd. |
| 11. | 709405         | 18/5/06 | 4,81,250/=  | Dinoo E Medhora         | Checksons Broking Co.Pvt.Ltd. |
| 12. | 709515         | 18/5/06 | 4,81,250/=  | Ashtad Erach Medhora    | Techmart Broking Co.Pvt.Ltd.  |
| 13. | 709516         | 18/5/06 | 1,60,417/=  | Arni J Medhora          | Techmart Broking Co.Pvt.Ltd.  |
| 14. | 709406         | 18/5/06 | 1,60,417/=  | Arni J Medhora          | Checksons Broking Co.Pvt.Ltd. |
| 15. | 709517         | 18/5/06 | 3,20,833/=  | Aban Cyrus Confectioner | Techmart Broking Co.Pvt.Ltd.  |
| 16. | 709407         | 18/5/06 | 3,20,833/=  | Jimmy Jal Medhora       | Checksons Broking Co.Pvt.Ltd. |

WITNESSES:

*Sanyal Ghosh*  
*Petty*

*T. H. Medhora*  
*Vandrewala*  
*D. E. Medhora*  
*Arni Medhora*  
*Atkapadia*  
*D. J. Bhesania*  
*B. R. Lilaonwala*  
*D. E. Medhora*  
*Niloufer Prakash*  
*Soonankani for self and as joint counsel attorney of Mr. Dhun D. Medhora and Mr. Neville D. Medhora.*  
*Aban Confectioner*



Signature  
of the  
excise  
/ and  
Purchaser

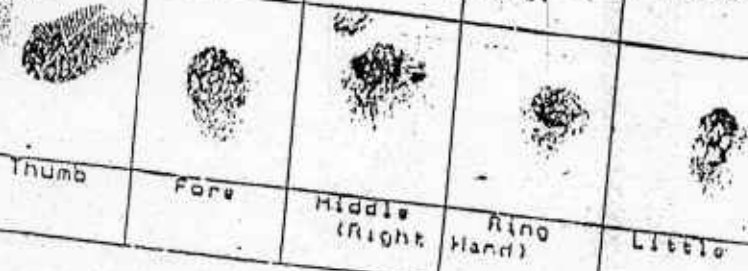
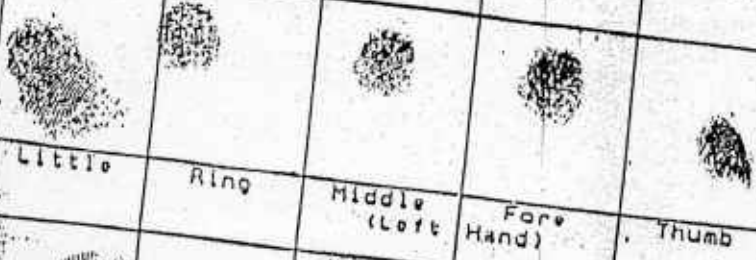
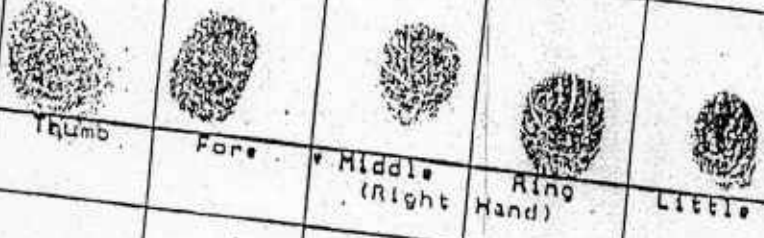


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|        |      |                |           |        |
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| Thumb  | Fore | Middle (Right) | Ring Hand | Little |
|        |      |                |           |        |
| Little | Ring | Middle (Left)  | Fore Hand | Thumb  |
|        |      |                |           |        |
| Thumb  | Fore | Middle (Right) | Ring Hand | Little |
|        |      |                |           |        |
| Little | Ring | Middle (Left)  | Fore Hand | Thumb  |
|        |      |                |           |        |
| Thumb  | Fore | Middle (Right) | Ring Hand | Little |

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No  
Signature  
of the  
executants  
/and/or  
Purchaser

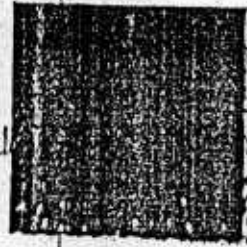
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|  | <i>side</i>         |        |      |                  |               |        |
|  |                     | Thumb  | Fore | Middle<br>(Right | Ring<br>Hand) | Little |
|  |                     |        |      |                  |               |        |
|  |                     | Little | Ring | Middle<br>(Left  | Fore<br>Hand) | Thumb  |
|  | <i>Jarand Beyri</i> |        |      |                  |               |        |
|  |                     | Thumb  | Fore | Middle<br>(Right | Ring<br>Hand) | Little |
|  |                     |        |      |                  |               |        |
|  |                     | Little | Ring | Middle<br>(Left  | Fore<br>Hand) | Thumb  |
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|  |                     | Thumb  | Fore | Middle<br>(Right | Ring<br>Hand) | Little |

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No  
Signature  
of the  
executants  
/and/or  
Purchaser





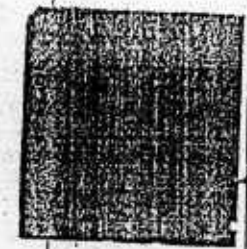
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Signature  
of the  
executants  
/and/or  
Purchaser



Little Ring Middle (Left Hand) Fore Hand Thumb



Thumb Fore Middle (Right Hand) Ring Hand Little



Little Ring Middle (Left Hand) Fore Hand Thumb



Thumb Fore Middle (Right Hand) Ring Hand Little



Little Ring Middle (Left Hand) Fore Hand Thumb



Thumb Fore Middle (Right Hand) Ring Hand Little

14

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15

Sl  
No  
Signature  
of the  
executants  
/and/or  
Purchaser



|        |      |                        |               |        |
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|        |      |                        |               |        |
| Little | Ring | Middle<br>(Left Hand)  | Fore<br>Hand) | Thumb  |
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| Little | Ring | Middle<br>(Left Hand)  | Fore<br>Hand) | Thumb  |
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| Thumb  | Fore | Middle<br>(Right Hand) | Ring<br>Hand) | Little |



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|        |      |                        |               |        |
| Little | Ring | Middle<br>(Left Hand)  | Fore<br>Hand) | Thumb  |
|        |      |                        |               |        |
| Thumb  | Fore | Middle<br>(Right Hand) | Ring<br>Hand) | Little |

Registered in  
Book No. 1  
Volume No. 1  
Page No. 25  
Serial No. 736  
in the year

2006

DATED THIS 19<sup>th</sup> DAY OF MAY 2006

BETWEEN  
(1) DIÑA DALI BHESANIA &  
(2) ZARIN SAROSH TANGRI  
... FIRST VENDORS

AND  
VEERA HOMI MEDHORA & OTHERS  
... SECOND VENDORS

AND  
CHEKSONS BROKING COMPANY PRIVATE  
LIMITED & ANOTHER  
... PURCHASERS



1991 Registrar of Assurances  
6.7.06

CONVEYANCE  
[premises No.21A Dr. U.N.Brahmachari  
Street(Loudon Street), Kolkata]



SARAOGI & COMPANY  
Advocates  
4C Punwani Chambers, 4<sup>th</sup> Floor  
7B Kiran Shankar Roy Road  
Kolkata # 700 001

1991 Registrar of Assurances