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एक हजार रुपये

ONE THOUSAND RUPEES

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Rs.1000

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 597643

M.V 3,30,00,000/-



Stamp: THE INDIAN STAMP ACT, 1898
 AS AMENDED BY W. BENGAL
 ACT NO. 10 OF 1927
 19/1/07

10/1/1976

"THIS INDENTURE made this 19th day of JANUARY 1976 Two Thousand Six

BETWEEN (1) DAULAT BODHANWALA wife of Mr. B. Bodhanwala and daughter of Late Hirjoo Ruttonji Bhesania residing at No.10 Ganesh Chandra Avenue, Kolkata and
(2) ZARIN SAROSH TANGRI wife of Mr. Sarosh S. Tangri residing at No.21B Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, both being the **Executors** named in the Will dated 16th December 2005 of Late Hirjoo Ruttonji Bhesania, hereinafter for the sake of brevity collectively referred to as "the **EXECUTORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and

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No. 6230/07
Filed to Sarooji & Co., Advocates
Address: 78, Kisan Shaheed Road,
Kolkata-700 001

19th James of
Bipin Kumar Vohra
of the Executive
Commissioner at 21, V.N. Brahmachari
54000/- 5000/-
I. I. VERMA,
COURT CLERK

Bipin Kumar Vohra
DIRECTOR

RUTT DEEN PRIVATE LTD.
Bipin
Director.

For CHEKSONS BROKING CO. PVT. LTD.
S. Vohra
Director

For TECHMART BROKING CO. PVT. LTD.
S. Vohra
Director

Darulet Bodhan mule

Zarud Tangri
OLYMPIA CATERERS PRIVATE LTD
Zarud Tangri
Director.

Use of name:
Bipin Kumar Vohra as Director for Rutt Deen Pvt Ltd. having its Regd. office at 21 B, Dr. V.N. Brahmachari street (London Street), Kolkata.
S. Vohra as Director for both Cheksons Broking Co. Pvt Ltd and Techmart Broking Co. Pvt Ltd. having their Regd. office at 63, Rabi Ahmed Kidwai Road, Kolkata.
Darulet Bodhan mule w/o B. Bodhan mule and 70 St Hirjee Ruttonji Bherania of 10, Ganesh chandn Avenue, Kolkata.
Zarud Santosh Tangri as an Executor and also as Director for Olympia Caterers Pvt Ltd. having its Regd. office at 29, Park Street, Kolkata.

P. J. BHIDE
of 7, Waterloo Street
Kolkata-69.

Identified by me.
P. J. BHIDE
(P. J. BHIDE)
7, Waterloo Street
Kolkata-69



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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 597644

1. Rekt
21B, Dr.
Kolkata.
Mrs. Sarosh
o. Post. Ltd.
of Ahmed
Kolkata and
Mrs. Sarosh
Kolkata.

2.

include their successors or successor-in-office) of the **FIRST PART AND ZARIN SAROSH TANGRI** wife of Mr. Sarosh S. Tangri residing at No.21B Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, hereinafter for the sake of brevity referred to as "the **LEGATEE**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs executors administrators and legal

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etc

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 597645

3.

representatives) of the **SECOND PART AND DAULAT BODHANWALA** wife of Mr. B. Bodhanwala and daughter of Late Hirjoo Ruttonji Bhesania residing at No.10 Ganesh Chandra Avenue, Kolkata, hereinafter for the sake of brevity referred to as "the **HEIR-IN-INTESTACY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs executors administrators and legal representatives) of the **THIRD PART** (all of the said Executors, the said Legatee and the said Heir-in-Intestacy are hereinafter also collectively

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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referred to as "the VENDORS") AND OLYMPIA CATERERS PRIVATE LIMITED, an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at No.21 Park Street, Kolkata hereinafter for the sake of brevity referred to as "the LESSEE" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of

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5.

the **FOURTH PART 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 at No.63 Rafi Ahmed Kidwai Road, Kolkata, hereinafter collectively referred to as "the **CONFIRMING PARTIES**" (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

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the **FIFTH PART AND RUTT DEEN PRIVATE LIMITED**, an existing Company within the meaning of the Companies Act, 1956 having its Registered Office at No.21B Dr. U.N.Brahmachari Street (Loudon Street), Kolkata hereinafter referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and assigns) of the **SIXTH 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 Hirjoo Ruttonji Bhesania therein referred to as the as the Purchaser of the Other Part and duly registered with the Registrar of Assurances, Calcutta in Book No.1 Volume No.30 Pages 100 to 107 Being No.589 for the year 1961, the said Hirjoo Ruttonji Bhesania for the consideration therein mentioned purchased from the Vendors thereto **All That** partly two and partly three storied brick built messuage tenement or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof the same were erected and built containing an area of 26 Cottahs more or less situate lying at and being the divided and demarcated North-Eastern portion of premises No.21 Loudon Street (now known as Dr. U.N.Brahmachari Street), Kolkata absolutely and forever.
- B. The said 26 Cottahs of land with structures was subsequently separately reassessed and renumbered by the then Corporation of Calcutta as premises No.21B Loudon Street (now known as Dr. U.N.Brahmachari Street), Kolkata and the same is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **LARGER PREMISES**" and the name of the said Hirjoo Ruttonji Bhesania was recorded as the owner thereof in the records of the Kolkata Municipal Corporation.
- C. In terms of the Decree dated October 14, 1963 passed in Suit No.2189 of 1961 by the Learned City Civil Court at Calcutta, the said Hirjoo Ruttonji Bhesania obtained vacant possession from the tenants of the said entire Larger Premises.
- D. By an Indenture of Lease dated March 21, 1964 and registered with the Registrar of Assurances, Calcutta in Book No.1 Volume No.105, Pages 20 to 40 Being No.2731 for the year 1964, the said Hirjoo Ruttonji Bhesania leased out **All That** a divided and demarcated portion of the said Larger Premises containing an area of 10 Cottahs more or less to Olympia Caterers Pvt. Ltd., being the Lessee herein, for a term of 75 years commencing from 1st January 1964 (i.e., expiring on 1st January 2039), which the said 10 Cottahs of Land (being a divided and demarcated portlon of the said Larger Premises) with structures thereat is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the

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SAID PREMISES". The Lessee has all along duly complied with all its obligations contained in the Indenture of Lease dated March 21, 1964.

- E. On or about 15th January, 2006, the said Hirjoo Ruttonji Bhesania, a Parsi, died testate after making and publishing his Last Will and Testament dated 16th December 2005 whereby and whereunder he appointed **the Executors herein, namely Daulat Bodhanwala and Zarin Sarosh Tangri** as Executors of his said Last Will and Testament and gave devised and bequeathed (i) the said Premises to **the Legatee herein, namely Zarin Sarosh Tangri** (being his niece), absolutely and forever and (ii) the rest and residue of his assets to the **Heir-in-Intestacy herein, namely Daulat Bodhanwala** (being his daughter), absolutely and forever. At the time of his death, the said Hirjoo Ruttonji Bhesania was survived by his only daughter, being the **Heir-in-Intestacy herein, namely Daulat Bodhanwala**, as his only heiress and legal representative.
- F. The Executors herein have applied for Probate of the said Last Will and Testament of the said Hirjoo Ruttonji Bhesania dated 16th December 2005 before the Hon'ble High Court at Calcutta in P.L.A. No.186 of 2006, which is pending.
- G. The Confirming Parties, being desirous of purchasing and acquiring the said Premises absolutely and forever free from all encumbrances and liabilities whatsoever and with peaceful vacant possession of the entirety thereof, approached the Vendors (being all of the Executors, the Legatee and the Heir-in-Intestacy) and also the Lessee herein and it was, inter alia, agreed by and between them that pending Grant of Probate the Executors herein would, with the consent concurrence and at the directions of the Legatee herein as is also once again hereby testified and confirmed by the Legatee, sell convey and transfer the said Premises to the Confirming Parties herein and/or their nominee/s and the Lessee herein would quit and surrender its lease in respect of the said Premises and deliver peaceful vacant possession of the entirety thereof to the Confirming Parties and/or their nominee/s.
- H. The Confirming Parties have since nominated the Purchaser to complete the purchase of the said Premises from the Vendors and also to obtain surrender of the lease of the Lessee in respect of the said Premises, in place and stead of the Confirming Parties. All amounts paid by the Confirming Parties to the Vendors or any of them and also to the Lessee have since been reimbursed by the Purchaser to the Confirming Parties (which the Confirming Parties do hereby admit and acknowledge).
- I. Accordingly, (i) the Executors herein are now, with the consent concurrence and at the directions of the Legatee herein, selling conveying and transferring the said Premises to the Purchaser herein at or for the total consideration of Rs.1,65,00,000/= (Rupees one crore sixty-five lacs) only, with the Legatee herein joining in as party to these presents concurring and confirming such sale and releasing assuring and disclaiming all her rights title and interest in the said Premises unto and in favour of the Purchaser; and (ii) the Lessee is hereby




surrendering its aforesaid lease and/or all its leasehold rights title and interest in the said Premises and delivering peaceful vacant possession thereof unto and in favour of the Purchaser at or for the total consideration of Rs.1,65,00,000/= (Rupees one crore sixty-five lacs) only. Though not required, but at the request of the Purchaser, the Executors and the Legatee, the Heir-in-Intestacy herein has agreed to join in as party to these presents concurring and confirming such sale and declaring that she has no right title or interest of any nature whatsoever in the said Premises.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs.1,65,00,000/= (Rupees one crore sixty-five lacs) only of the lawful money of the Union of India in hand and well and truly paid by the Purchaser to the Executors herein through the Confirming Parties at or before the execution hereof (the receipt whereof the Executors do and each of them doth hereby as also by memo of consideration **No.1** hereunder written admit and acknowledge and of and from the payment of the same and every part thereof each of the Executors, the Legatee and the Heir-in-Intestacy do and each of them doth hereby acquit release and forever discharge the Purchaser as also the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and in favour of the Purchaser) the Executors do and each of them doth hereby indefeasibly, unconditionally and absolutely grant sell convey transfer assign and assure and the Legatee and the Heir-in-Intestacy do and each of them doth hereby concur confirm consent disclaim release assign and assure and the Confirming Parties do and each of them doth hereby concur confirm and release unto and to the Purchaser **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 **10 Cottahs** more or less situate lying at and being a divided and demarcated portion of premises No.21B Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PREMISES**", and all and whatever rights title and interest of the Vendors herein, being the Executors, the Legatee and the Heir-in-Intestacy herein absolutely and forever free from all encumbrances and liabilities whatsoever **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 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** the 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 hereby granted sold conveyed

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transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title which in anywise relate exclusively to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be 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 HAVE AND TO HOLD** the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser absolutely and forever free from all encumbrances mortgages charges leases tenancies thika tenancies occupancy rights liens lispendens attachments trusts debutters debts claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

II. NOW THIS INDENTURE FURTHER WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs.1,65,00,000/= (Rupees one crore sixty-five lacs) only of the lawful money of the Union of India in hand and well and truly paid by the Purchaser to the Lessee through the Confirming Parties at or before the execution hereof (the receipt whereof the Lessee doth hereby as also by the memo of consideration **No.2** hereunder written admit and acknowledge) the Lessee, with the consent and confirmation of the Confirming Parties, doth hereby quit surrender and release unto and to the Purchaser herein all the leasehold rights and Interests of the Lessee in **ALL THAT** the said Premises, being 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 **10 Cottahs** more or less situate lying at and being a divided and demarcated portion of premises **No.21B** Dr. U.N.Brahmachari Street (Loudon Street), Kolkata, morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, alongwith peaceful vacant possession of the same and all and every part thereof, **TO THE END AND INTENT** that the residue now unexpired of the term of 75 years on and from 1st January 1964 granted under the said Indenture of Lease dated March 21, 1964 do stand merged and do stand absolutely extinguished in the reversion and free hold immediately expectant thereon, which has been purchased and acquired by the Purchaser as hereinabove.

III. THE VENDORS (BEING THE EXECUTORS, THE LEGATEE AND THE HEIR-IN-INTESTACY HEREIN) DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER 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 Executors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to 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;

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- (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 said Premises hereby granted sold conveyed and transferred 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 Executors 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 the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now is free from all claims demands debts encumbrances mortgages charges liens attachments leases tenancies thika tenancies occupancy rights restrictive covenants lispensens 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 predecessors-in-title.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the said Premises 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 restrictive covenants liens attachments lispensens uses debutters trusts acquisition requisition alignment debts 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 said premises or any part thereof through under or in trust for the

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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 Purchaser 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 unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

- (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 Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Premises or the Larger Premises, which are not specifically delivered to the Purchaser, 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 Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.
- (ix) **AND THAT** the Vendors and each of them shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and its successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or its successors or successors in title or interest by reason of any defect in the title of the Vendors to the said premises 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.
- (x) **AND ALSO THAT** upon Probate of the said Last Will and Testament of the said Hirjoo Ruttonji Bhesania dated 16th December 2005 being granted by the Court, the Executors shall forthwith deliver a Certified Copy thereof to the Purchaser alongwith other connected papers and documents and if so desired or required by the Purchaser, the Vendors (or such of them as the Purchaser may require) shall execute and register a Declaration or any other instrument or writing as the Purchaser may deem fit and proper in connection therewith.

IV. AND THE VENDORS DO AND EACH OF THEM DO TH HEREBY REPRESENT DECLARE CONFIRM AND ASSURE THE PURCHASER as follows:

- (i) That the said premises is free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispens attachments debutters trusts uses debts claims demands acquisition requisition alignment and

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[Signature]

liabilities whatsoever or howsoever **save** the lease in favour of the Lessee herein as hereinbefore recited;

- (ii) That all municipal and all other rates and taxes in respect of the said premises (whether payable by the Lessee or the Vendors) 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 Purchaser and shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands and proceedings as may be suffered by the Purchaser 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 unto and in favour of the Purchaser 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

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mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance 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;

- (x) 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;
- (xi) That to the knowledge of the Vendors, there are no unsatisfied debts of the said Testator, Hiroo Ruttonji Bhesania and in case any debt be found to be due or owing or unsatisfied, then the Estate of the said Testator, Hiroo Ruttonji Bhesania has sufficient assets, over and above the said Premises, to meet and satisfy therefrom all such debts and in any event the consideration paid hereunder by the Purchaser shall be firstly applied towards satisfaction of such debts.

V. **AND THE LESSEE DOETH HEREBY COVENANT WITH THE PURCHASER THAT** the Lessee has not done or knowingly suffered or been party or privy to any act deed or thing whereby the Lessee is or may be prevented or hindered from surrendering the leasehold interest in the said Premises as aforesaid **AND THAT** the Lessee doeth hereby covenants and confirms that as from the date hereof the Lessee shall have no right title or interest of any nature whatsoever in the said Premises under the said Indenture of Lease dated March 21, 1964 as recited hereinabove in part or otherwise and shall also have no claim demand or obligation against the Purchaser or the Vendors in respect of the said Premises **AND THAT** the Lessee has not at any time heretofore sub-let, sub-leased, under-let, charged, assigned or otherwise transferred or encumbered its leasehold interest in the said Premises or any part thereof or any undivided share therein or parted with possession of the said Premises 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 Purchaser to hold use possess and enjoy the said Premises 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 Premises or any part thereof or any undivided share therein through under or in trust for the Lessee, the Lessee shall indemnify the Purchaser of from and against all possible losses damages costs claims demands and consequences suffered or likely to be suffered by the Purchaser thereby or by reason thereof.

J.B.

[Signature] *BY*

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Larger Premises)

ALL THAT the 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 **26 Cottahs** more or less situate lying at and being municipal premises No.21B Dr. U.N.Brahmachari Street (formerly premises No.21B 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** : Partly by premises No.22 Dr. U.N.Brahmachari Street and partly by premises No.42 Park Street;
 on the **South** : By premises No.21A Dr. U.N.Brahmachari Street;
 on the **East** : By premises Nos.44 and 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.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(said Premises - being the Subject Matter of these presents)

ALL THAT the one-storeyed brick built messuages tenements hereditaments dwelling house and premises (total area of structures being 700 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 **10 Cottahs** more or less situate lying at and being a divided and demarcated portion of the said Larger Premises No.21B Dr. U.N.Brahmachari Street, Police Station Park Street, Kolkata described in the **First Schedule** hereinabove written and butted and bounded as follows:

on the **North** : Partly by premises No.22 Dr. U.N.Brahmachari Street and partly by premises No.42 Park Street;
 on the **South** : Partly by the remaining portion of the said Larger Premises No.21B Dr. U.N.Brahmachari Street and partly by premises No.21A Dr. U.N.Brahmachari Street;
 on the **East** : By premises Nos.44 and 46 Park Street;
 on the **West** : Partly by municipal road, Dr. U.N.Brahmachari Street (Loudon Street) and partly by the remaining portion of the said Larger Premises No.21B Dr. U.N.Brahmachari 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.

[Signature]

[Signature]

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 EXECUTORS at Kolkata in the presence of:

P. Joshi
Swapan Nath

Daulat Boddhanwala
DAULAT BODHANWALA

Zarin Sarosh Tangri
ZARIN SAROSH TANGRI

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

P. Joshi
Swapan Nath

Zarin Sarosh Tangri

SIGNED SEALED AND DELIVERED by the withinnamed HEIR-IN-INTESTACY at Kolkata in the presence of:

P. Joshi
Swapan Nath

Daulat Boddhanwala

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

P. Joshi

OLYMPIA CATERERS PRIVATE LTD

Zarin Sarosh Tangri Director.

SIGNED SEALED AND DELIVERED by the withinnamed CONFIRMING PARTIES at Kolkata in the presence of:

P. Joshi

For CHEKSONS BROKING CO. PVT. LTD.

S. Vohra

Director

For TECHMART BROKING CO. PVT. LTD.

S. Vohra

Director

SANJUKTA VOHRA

Swapan Nath

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

P. Joshi

P. S. BHIDE

7, Waterloo Street

Kolkata-59

RUTT DEEN PRIVATE LTD

Bipin Kumar Valra

Director.

RECEIPT AND MEMO OF CONSIDERATION NO.1:

RECEIVED of and from the withinnamed Purchaser, through the Confirming Parties, the withinmentioned sum of Rs.1,65,00,000/= (Rupees one crore sixty-five lacs) only being the consideration in full payable under these presents to the Executors as per memo written hereinbelow, by Cheques / Demand Drafts all drawn on Indian Overseas bank, 35/1 J.N.Road, Kolkata:

MEMO OF CONSIDERATION NO.1:

Sl	Cheque No	Dated	Amount	Favouring	Drawn By
1	709409	18/5/06	82,50,000/=	Zarin Sarosh Tangri	Checksons Broking Co.Pvt.Ltd.
2	288137	18/5/06	82,50,000/=	Zarin Sarosh Tangri	Techmart Broking Co.Pvt.Ltd.

Daudat Bollen

Zarin Sarosh Tangri
(EXECUTORS)

RECEIPT AND MEMO OF CONSIDERATION NO.2:

RECEIVED of and from the withinnamed Purchaser, through the Confirming Parties, the withinmentioned sum of Rs.1,65,00,000/= (Rupees one crore sixty-five lacs) only being the consideration in full payable under these presents to the Lessee as per memo written hereinbelow, by Cheques / Demand Drafts all drawn on Indian Overseas bank, 35/1 J.N.Road, Kolkata:

MEMO OF CONSIDERATION NO.2:

Sl	Cheque No	Dated	Amount	Favouring	Drawn By
1	709410	18/5/06	82,50,000/=	Olympia Caterers Pvt.Ltd.	Checksons Broking Co.Pvt.Ltd.
2	288138	18/5/06	82,50,000/=	Olympia Caterers Pvt.Ltd.	Techmart Broking Co.Pvt.Ltd.

WITNESSES!

P. J. Bhide
P. J. BHIDE
7, ...
Kolkata-65

OLYMPIA CATERERS PRIVATE LTD.

Zarin Sarosh Tangri
Director.

(LESSEE)

WITNESSES TO BOTH THE RECEIPTS:

Swapan Nath
7B, K. S. Roy Road
Kolkata-70001

Sl
No
Signature
of the
exocutants
/and/or
Purchaser



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



Little



Ring



Middle
(Left



Fore
Hand)



Thumb



Thumb



Fore



















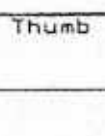
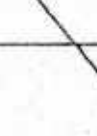
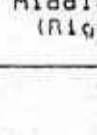
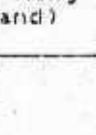

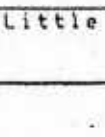
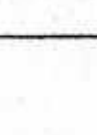
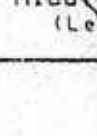
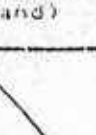

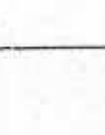

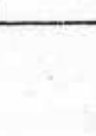


Middle
(Right



Ring
Hand)



Little

Sl No	Signature of the executants /and/or Purchaser					
	 <i>David Bohan</i>					
		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
						
		Little	Ring	Middle (Left)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right)	Ring Hand)	Little

Best No. 7
Value 7
Page 1 to 24
Date 0.05.25
2007

17
DATED THIS 19th DAY OF JANUARY 2007
~~DECEMBER 2006~~

BETWEEN

(1) DAULAT BODHANWALA &
(2) ZARIN SAROSH TANGRI
... EXECUTORS

AND

ZARIN SAROSH TANGRI
... LEGATEE

AND

DAULAT BODHANWALA
... HEIR-IN-INTESTACY

AND

OLYMPIA CATERERS PRIVATE LIMITED
... LESSEE

AND

CHEKSONS BROKING COMPANY PRIVATE
LIMITED & ANOTHER
... CONFIRMING PARTIES

AND

RUTT DEEN PRIVATE LIMITED
... PURCHASER



with Probate of Succession
27.1.07

CONVEYANCE
&
SURRENDER OF LEASE

Advocates

SARAOGI & COMPANY
Advocates
4C Punwani Chambers, 4th Floor
7B Kiran Shankar Roy Road
Kolkata # 700 001
[Phone : 2243 9486 /
2213-5761]