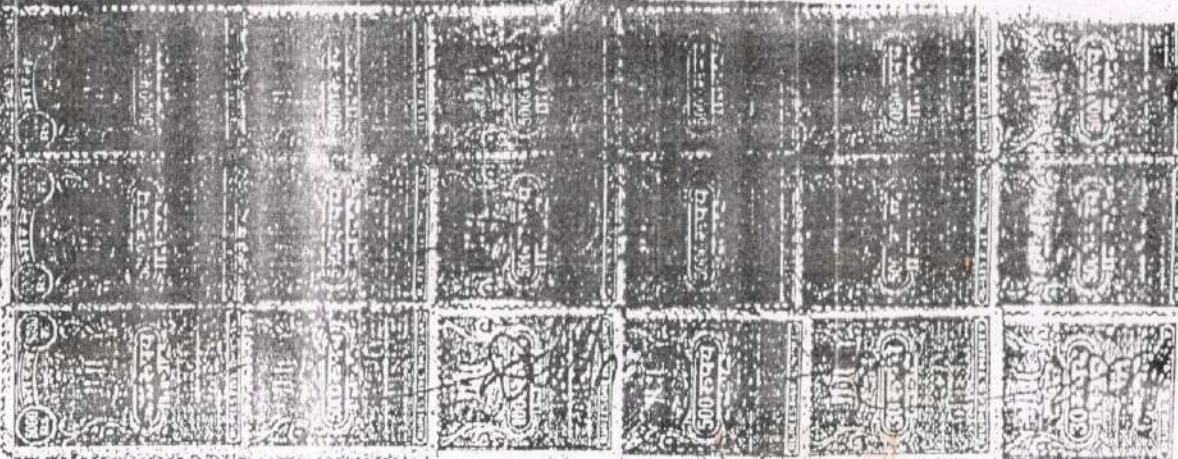


RUTTONJEE

71581/81



STAMP AFFIXED BY

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POSTAL SUPERINTENDENT,  
CALCUTTA COLLECTORATE

6610

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4598



Stamp affixed under Rule 81 of the Stamp Act, 1889, and also under the provisions of the Indian Stamp Act, 1889, and also under the provisions of the Indian Stamp Act, 1889.

Stamp No. 23

Stamp value Rs. 63750 = 00

Additional stamp value Rs. 7800 = 00

Total Rs. 71550 = 00

Stamp value Rs. 63750 = 00

Additional stamp value Rs. 7800 = 00

Total Rs. 71550 = 00

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POSTAL SUPERINTENDENT,  
CALCUTTA

3682



THIS INDENTURE made this 3rd day of June One Thousand Nine Hundred and Eighty-one BETWEEN HIRJOO RUTTONJEE BHESANIA son of Ruttonji Bhesania deceased by religion Parsi by occupation trader residing at No. P-31, Mission Row Extension in the town of Calcutta hereinafter referred to as the 'VENDOR' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators representatives and assigns) of the ONE PART AND RUTTONJEE PRIVATE

LIMITED...

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LIMITED a Company within the meaning of the Companies Act 1956 and having its registered Office at No. 21B, Loudon Street in the town of Calcutta hereinafter referred to as the 'PURCHASER' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest nominees and assigns) of the OTHER PART :

WHEREAS by a Conveyance dated 7th February 1961 and made between Begum Saidun Nessa Haque and others of the one part and Hirjee Ruttonji Bhesania the vendor herein of the other part and registered in Book No.1 Volume No.30 pages 100 to 107 Being No.589 for the year 1961 with the Registrar of Assurances, Calcutta, the said Hirjee Ruttonji Bhesania, the vendor herein, purchased the north eastern portion of the message tenement hereditaments building house together with the land measuring about 26 Cottahs more or less in premises No.21, Loudon Street in the town of Calcutta;

AND WHEREAS by an Indenture of Lease bearing date 28th June 1967 and registered in Book No.1 Volume No.132 pages 65 to 79 Being No.3809 for the year 1967 with the Registrar of Assurances Calcutta and executed by the said Hirjee Ruttonji Bhesania the vendor herein and therein described as the Lessor of the one part and the said Rutt Deer Private Ltd., the purchaser herein and therein described as the lessee of the other part the vendor did thereby demise unto and to the purchaser ALL THAT piece or parcel of vacant land measuring about 16 Cottahs out of 26 Cottahs of or in north eastern portion of premises No.21, Loudon Street and separately

assessed....



assessed and numbered as No.21B, Loudon Street more fully and particularly mentioned and described in the Schedule thereunder written and as well as in the Schedule hereunder written for a period of 99 years commencing from the 1st July 1967 in consideration of the rent and of the covenants thereby reserved and contained with liberty or power to erect or cause to be erected from time to time on the demised land and premises new buildings or structures in substantial and workman like manner;

AND WHEREAS in exercise of such liberty and power the said Rutt Deen Private Limited the purchaser herein as the lessee of the said in part recited Indenture of Lease constructed or caused to be constructed a six storeyed brick built hotel building upon the said demised land or on part thereof;

AND WHEREAS the said in part recited Indenture of Lease further provides that the said Rutt Deen Private Limited, the purchaser herein, shall have the option to purchase the said demised premises at or for the price or sum of Rs.3,90,000/- (Rupees Three Lacs and Ninety Thousand) only within a period of fifteen years from the 1st day of July 1967;

AND WHEREAS in exercise of its option to purchase the said demised premises as aforesaid the said Rutt Deen Private Limited, the purchaser herein, has approached the vendor for purchase of the said portion of premises No.21B, Loudon Street in the town of Calcutta.

AND WHEREAS the vendor has now agreed with the purchaser

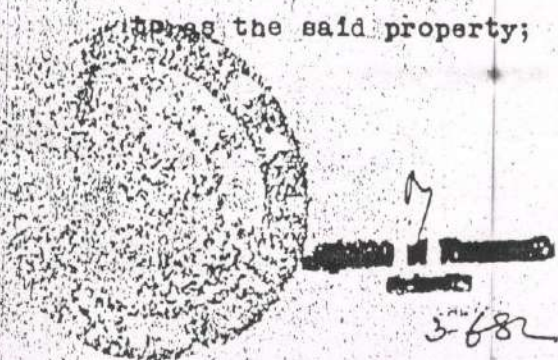
for...



for the absolute sale to the purchaser of the said portion of premises No.21B, Loudon Street in the town of Calcutta upon which the six storeyed brick built hotel building erected and constructed by the said Rutt Deen Private Ltd., the purchaser herein standing thereon or on part thereof free from all encumbrances and liabilities whatsoever at or for the price or sum of Rs.3,90,000/- (Rupees Three Lacs and Ninety Thousand) only;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.3,90,000/- (Rupees Three Lacs and Ninety Thousand) only of true and lawful money of the Union of India in hand well and truly paid to the vendor by the purchaser at or immediately before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge and of and from the same and every part thereof hereby acquit release and for ever discharge the purchaser and the said property) HE THE VENDOR doth hereby grant transfer sell convey assign and assure unto and to the use and benefit of the purchaser ALL THAT the piece or parcel of land measuring 16 Cottahs out of 26 Cottahs of or a portion of premises No.21B, Loudon Street, now known as Dr. U. N. Brahmachari Street in the town of Calcutta upon which the said six storeyed brick built hotel building erected or constructed by Rutt Deen Private Limited the purchaser herein standing thereon or on part thereof more fully and particularly mentioned and described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as the said property;

OR ..



A circular stamp is visible in the bottom left corner, partially overlapping the text. To its right, there is a handwritten signature and the number '3682' written below it.



OR HOWSOEVER OTHERWISE the said property or any part whereof now are or is or at any time or times heretofore were or was situated tenanted butted bounded called known numbered described or distinguished;

TOGETHER WITH all and singular other the structures, edifices, buildings walls, yards, compounds, ways, paths, passages, advantages of ancient and other right, lights, liberties, privileged, easements, commodities, appendages and appurtenances whatsoever belonging or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto or known as part parcel or member thereof;

AND the reversion or reversions remainder or remainders;

AND the rents issues and profits thereof;

AND ALL THE ESTATE right title interest property claim and demand whatsoever both at law and in equity of the vendor in upon or out of the said property or any part thereof;

AND ALL the deeds pottans muniments evidences of title and writings whatsoever solely relating to or concerning the same which now are or shall or may hereafter be in the possession custody or power of the vendor or any person or persons from whom the vendor may procure the same without any action or suit;

TO HAVE AND TO HOLD the said property or any part thereof hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use and benefit...

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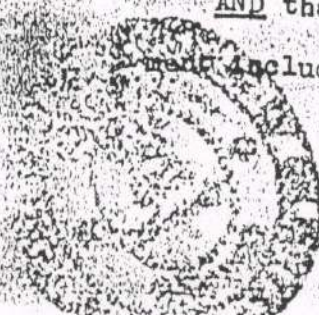
benefit of the purchaser absolutely and for ever free from all encumbrances and liabilities whatsoever;

AND the vendor doth hereby covenant and agree to and with the purchaser that notwithstanding any act deed matter or thing by the vendor or any predecessors-in-title of the vendor made, done, committed executed or knowingly suffered to the contrary, the vendor now hath in himself good right full power and lawful and absolute authority by these presents to grant transfer sell convey assign and assure unto and to the use and benefit of the purchaser the said property and every part thereof absolutely and in the manner aforesaid free from all encumbrances and liabilities whatsoever;

AND that the purchaser shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the same and receive the rents issues and profits thereof without any lawful eviction interruption claim and demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming through under or in trust for them;

AND that free and clear freely and clearly and absolutely acquitted exonerated and discharged from or by the vendor and well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former or other rights title interests liens charges and encumbrances whatsoever created made done occasioned or suffered by the vendor or any person or persons rightfully claiming through under or in trust for them;

AND that the said property is not affected by any attachments including attachment under any certificate case or any proceedings...



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proceedings started at the instance of the Income Tax Authorities or Estate Duty Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or otherwise whatsoever and that there is no certificate case or proceedings against the vendor for realisation of arrears of Income Tax or Estate Duty or other taxes or dues or otherwise under the Public Demands Recovery Act and/or any other Acts for the time being in force and that the said property is not affected by any notice or scheme of the Calcutta Improvement Trust or the Corporation of Calcutta or the Calcutta Metropolitan Development Authority or the Government or any other Public body or Authority;

AND that no declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act or any other Acts for the time being in force and that the said property or any part thereof is not affected by any notice of acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever;

AND that there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act 1976 for the vendor to grant transfer convey sell assign and assure the said property in favour of the purchaser in the manner aforesaid;

AND further that the said vendor and all persons having lawfully or equitably claiming any estate right title interest use trust property claim and demand whatsoever of in to upon or out of the said property from under or in trust....



trust for them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things for further better and more perfectly assuring conveying and confirming the said property and every part thereof unto and to the use and benefit of the purchaser for ever in manner aforesaid as by the said purchaser shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land measuring about 16 Cottans out of 26 Cottans of or in portion of premises No. 21B, Loudon Street now known as Dr. U. N. Brahmachari Street upon which the six storeyed brick built hotel building erected or constructed by the said Rutt Deen Private Limited the purchaser herein standing thereon or on part thereof and comprised 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 driveway in back portion of premises No.21B, Loudon Street and by premises No.22, Loudon Street now known as Dr. U. N. Brahmachari Street.
- on the EAST :- by 10 Cottans of land with four rooms at the back of premises No.21B, Loudon Street now known as Dr. U.N. Brahmachari Street leased out to Olympia Caterers Private Ltd.,
- on the SOUTH :- by the land and premises No.21A, Loudon Street now known as Dr. U.N. Brahmachari Street, and

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on the WEST :- by Loudon Street now known as Dr. U. N. Brahmachari Street, and more particularly shown and delineated in red colour boundary lines in the map or plan annexed hereto.

IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed his hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED  
by the abovenamed Vendor at  
Calcutta in the presence of :-

*Harjoo Rantroya Bhasani*

*Jagan K. Banerji*  
Advocate, Calcutta

*Amiya Bhattachary*  
Clerk to Mrs. T. Banerji  
Solicitors, Calcutta

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RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 3,90,000/- (Rupees Three Lacs and Ninety Thousand) only being the consideration money in full payable by these presents as per memo below :-

Rs. 3,90,000/-

MEMO OF CONSIDERATION :

By	Cheque No. AH/51 159527	dated	12.7.79.	on	United Commercial Bank	for	Rs 50,000/-
"	AH/51 159528	"	"	"	"	Rs 50,000/-	
"	AH/56 034086	"	10.4.80.	"	"	Rs 25,000/-	
"	AH/56 217159	"	6.10.80.	"	"	Rs 25,000/-	
"	AH/56 229796	"	25.11.80.	"	"	Rs 25,000/-	
"	AH/56 001829	"	8.12.80.	"	"	Rs 25,000/-	
"	AH/59 001865	"	15.12.80.	"	"	Rs 10,000/-	
"	AH/59 131043	"	2.1.81.	"	"	Rs 15,000/-	
"	AH/59 131083	"	12.1.81.	"	"	Rs 10,000/-	
"	AH/59 148322	"	2.2.81.	"	"	Rs 10,000/-	
"	AH/59 146327	"	5.2.81.	"	"	Rs 15,000/-	
"	AH/59 146399	"	20.2.81.	"	"	Rs 10,000/-	
"	AH/59 173925	"	2.3.81.	"	"	Rs 5,000/-	
"	AH/59 178966	"	10.3.81.	"	"	Rs 5,000/-	
"	AH/59 188033	"	26.3.81.	"	"	Rs 5,000/-	
"	AH/59 188096	"	1.4.81.	"	"	Rs 10,000/-	
"	AH/59 206878	"	24.4.81.	"	"	Rs 10,000/-	
"	AH/59 206900	"	4.5.81.	"	"	Rs 10,000/-	

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Hajee Kuttayee Bhasani 368

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Hajee Ruffayee Bhasani  
son of ...  
Bhasani of P. 31 Mission  
and ...  
148 ...

Hajee Kuttayee Bhasani

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*Recd*

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No. \_\_\_\_\_  
 Value Rs. 185  
 Page 139 of 150  
 Being No. 4593  
 For the year 1982

DATED THIS 3rd DAY OF June 1981.

*231*

BETWEEN  
HIRJOC RUTTONJEE BHESANIA  
 AND  
RUIT DEEN PRIVATE LIMITED



CONVEYANCE

*28.1.85*  
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 3682

T. BANERJI & CO.  
 SOLICITORS & ADVOCATES  
 6, Old Post Office Street,  
 Calcutta.

*36*