



UNDER RULE 11
 LIT. FEO (C) EXEMPT FROM
 UNDER THE INDIAN ACT
 SCHEDULE I & II NO. 55 (A) FEE PAID
 H 20'00
 N 30
 Rs 20'50
 REGISTRAR
 AT KOLKATA 24-6-60

THIS DEED OF DISCLAIMER OR RELEASE made this 24th day of

June in the year One thousand nine hundred and sixty BETWEEN

Mr. CHARLES CHAKRAVARTI son of late Sushil Kumar Chakravarti, by religion Christian, by profession business, residing at 65/B, Chowringhee Road, P.S. Bhowanipur in the suburbs of the town of Calcutta hereinafter referred to as the "Banandar" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the one part
A N D ASSOCIATED INDIAN ENTERPRISES (PRIVATE) LIMITED, a company with limited liability incorporated under the Indian Companies Act and having its registered office at 206, Lower Circular Road, P.S. Baniapukur District 24 Parganae in the suburbs of the town of Calcutta hereinafter referred to as the "Company" (which term or expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the other part :

WHEREAS by Indenture of Conveyance bearing date the 11th April 1960 made by the Calcutta Diocesan Trust Association (Private) a company incorporated under the Indian Companies Act in the

name

name of the Benamdar the Company purchased the right title and interest of the property mentioned in the schedule written hereunder and hereinafter referred to as the said property and has been in possession thereof as an absolute owner A N D W H E R E A S the said Calcutta Diocesan Trust Association (Private) was reluctant to sell the said property to the Company but was willing to sell it to the Benamdar the said Deed of Conveyance dated 11th April 1960 was obtained in the name of the Benamdar by the Company A N D W H E R E A S the Benamdar never was nor is in possession of the said property and was a mere namerender in the said Indenture of Conveyance dated 11th April 1960 A N D W H E R E A S the Company is in possession of all the deeds of title mentioned in Part II of Schedule of the said Indenture of Conveyance dated 11th April 1960 A N D W H E R E A S the Benamdar did neither acquire any title nor has been in possession of the said property by virtue of the said Indenture of Conveyance dated 11th April 1960 or otherwise A N D W H E R E A S the Company requested the Benamdar to execute a Deed of Disclaimer or Release disclaiming his ostensible title to the said property particularly mentioned in the Schedule below and the Benamdar has agreed to do so NOW THIS DEED OF DISCLAIMER OR RELEASE witnesseth that in pursuance of the said agreement and in consideration of the ~~premises the Benamdar of the said agreement and in consideration of the~~ premises the Benamdar hereby declares and assures that the Indenture of Conveyance dated 11th April 1960 executed by the Calcutta Diocesan Trust Association (Private) in the name of the Benamdar was merely a paper transaction and did not confer any title of the property mentioned in the Schedule written hereunder upon the Benamdar and that the said purchase in terms of the Indenture of Conveyance dated 11th April 1960 was made by the Company in the name of Benamdar who was only a name-lender to the transaction on behalf of the Company and that the consideration of the said purchase of the said property from the Calcutta Diocesan Trust Association (Private) was entirely paid by the Company with its own

own money and the said property exclusively belongs to the Company who is its absolute owner and has been in actual possession thereof and the Benamdar hereby disclaims, relinquishes or releases all rights in and title to the said property and he further declares that he never claims nor claim any right title or possession in the said property in the Schedule written hereunder.

SCHEDULE ABOVE REFERRED TO:

A L L T H A T piece or parcel of khas land having a right of settled Rayath containing by measurement an area of 1.10 decimal acres be the same a little more or less comprised in Cadastral Survey Plot No. 2505 of C. S. Khatian No. 938 within Mouza Purba Barisha, P.S. Behala, Pergana ~~Khaspur in the District of 24 Parganas~~ appertaining to Touzi Nos. 1 - 6, 8 - 10, 12 - 16, J.L. No. 23 and Revenue Survey No. 43 and occupied previously under the Malika Mokshedali Mondal and Abdul Mondal of Barisha, Thakurpukur P.S. Behala at an annual rental of Rs. 4/8/- and occupied at present under the State of West Bengal at an annual rental of Rs. 4/8/-.

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

Signed and delivered at Calcutta |
in the presence of : |



Kumar Krishna Banerji
19 B Dewar ganguli Lane, Cal. 26.

Sumendra now Bose
17/2 Ganesh Lalbar Lane Cal 23.