

Presented for consideration at 1.30 PM.

at the ... 21st day of ...

by Asha Devi Saloo  
The Executive

Asha Devi Saloo.

*Asha*  
CENTRAL BOARD OF ASSURANCE  
CALCUTTA

Dr. ...  
Asha Devi Saloo  
Member Governing Body  
National Scientific  
Research Institute  
& ...  
Calcutta

Dr. Kothari Scientific & Research Institute,  
Asha Devi Saloo,  
Member Governing Body.

*Asha*  
Chand Kalyan Damani & Judges  
F. M. Damani  
Court No. Calcutta

Chand Kalyan Damani

When impression of the  
document is dispensed with

Place, Calcutta-700001 hereinafter called THE VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Governing Body for the time being and its successor or successors in office and assigns) of the ONE PART A N D DELITE PROMOTORS PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 and having its registered Office at 'Circular Court', No.8, Acharya Jagadish Chandra Bose Road, Calcutta-700017, hereinafter called THE PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the OTHER PART:

WHEREAS .....



28. 2. 88  
PK

REGISTRAR OF ASSURANCES  
CALCUTTA

W H E R E A S :

- A. By an Indenture of Conveyance dated 19th March, 1966 made between the Official Trustee of West Bengal, therein referred to as the Vendor of the One Part, Bhagwati Devi Agarwal, Kishorelal Agarwal, Parmeswari Devi Goenka, Ratna Devi Goenka, Savitri Devi Goenka, Sheo Kumar Agarwal, Geeta Budhia, Shiv Ratan Budhia, Nav Ratan Budhia, Biswanath Garodia, therein referred to as the Purchasers of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.63 Pages 222 to 239 Being 578 for the Year 1966 the said Official Trustees of West Bengal for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Purchasers All that the Premises No.7, Little Russel Street, Calcutta (more fully and particularly described in the Schedule 'A' thereunder written and also in the Schedule hereunder written).
- B. By another Indenture of Conveyance dated 27th June 1979 and made between Smt.Ratna Devi Goenka, therein referred to as the Vendor of the One Part, and Kothari Scientific & Research Institute, the Vendor herein, therein referred to as the Purchaser of the Other Part, and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.186

Pages 94 to 102 Being No.3444 for the year 1979 the said Ratna Devi Goenka for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Vendor herein All That 4/100th share of land messuage tenement hereditament appurtenant to premises No.7, Little Russel Street, Calcutta Together with her right, title, interest therein.

C. By virtue of the said Deed of Conveyance dated 27th June, 1979 the Vendor herein absolutely became entitled to 4/100th share or interest in the said premises.

D. By a Deed of Partition dated 13th day of September, 1979 made between Bhagwati Devi Agarwal, Kishorelal Agarwal, Parmeswari Devi Goenka, Pavitri Devi Goenka, Sheo Kumar Agarwal, Geeta Budhia, Shiv Ratan Budhia, Nav Ratan Budhia, Biswanath Garodia, therein collectively referred to as the parties thereto of the One Part, Kothari Scientific and Research Institute, therein referred to as the party thereto of the Other Part, and registered with the Registrar of Assurances, Calcutta, in Book No.I, Volume No.151 Pages 196 to 206 Being No.4939 for the year 1979 All that the messuage tenement land hereditament and premises No.7, Little Russel Street, Calcutta Together with all houses, out-houses ...

out-houses, servant's quarter, edifices, garages, godowns, sanitary fittings, fixtures, electric pump and motors and allother pitch areas, walls, yardcourt-yards were partitioned and whereby and whereunder the parties of the First Part viz.

Bhagwati Devi Agarwal and others transferred and conveyed all their right, title, interest in the said premises unto and in favour of the Vendor herein absolutely and for ever Together with the benefit of covenant for production of the original title deeds listed in Schedule 'B' to the said Indenture of Conveyance dated 19th March, 1966.

E. By virtue of the said deed of partition the Vendor thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to All That premises No.7, Little Russel Street, Calcutta subject however to the right of the tenant being Sarkies Karapit and others but otherwise free from all encumbrances, charges, liens lispendens, attachments, trusts whatsoever or howsoever.

F. The Vendor has agreed to sell and transfer unto and in favour of the Purchaser All That the divided and demarcated portion of the one storeyed building measuring about 1000 sq.ft. (carpet area) situated on the Northern Portion of the said premises (hereinafter called 'the demarcated portion') Together with the ...

with the undivided 50% share of the land comprised in the said demarcated portion of the land being a portion of the said premises (more fully and particularly described in the Schedule hereunder written and also shown and delineated in the map or plan annexed hereto and bordered in 'RED' thereon) subject however to the rights of the existing tenants on the said premises but otherwise free from all encumbrances and charges.

NOW THIS INDENTURE WITNESSETH as follows :-

I. In consideration of the said sum of Rs. 6,50,000/- (Rupees six lacs fifty thousand only) paid by the Purchaser to the Vendor at or 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 doth release and forever discharge the Purchaser) the Vendor doth hereby grant release transfer convey assure and assign unto and to the Purchaser All That the demarcated portion of the one storied building situated on the northern portion at premises No.7, Little Russel Street, Calcutta measuring about 1000 sq.ft. of carpet area (be the same a little more or less) Together with the undivided fifty per cent proportionate share in the demarcated portion of land comprised in the said premises No. 7, Little Russel Street, Calcutta AND TOGETHER WITH undivided proportionate share in the sanitary fittings fixtures electrical wiring fittings fixtures electric pump and motors and all other pitch areas

areas, walls, yards, court-yards ( more fully and particularly described in the First Schedule hereunder written) and also shown and delineated in the map or plan annexed hereto and bordered in 'RED' thereon) hereinafter called 'the Demarcated Portion' OR HOWSOEVER OTHERWISE the said land message hereditaments and premises or any part thereof now are or is or at any time heretofore were or was situated, tenanted, butted, bounded, known, numbered, described and/or distinguished Together with proportionate share in all walls, rights, liberties, privileges, easements, profits, appendages and appurtenances whatsoever of the said land message and hereditaments and premises or any part thereof belonging to or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND the proportionate share in the estate, rights, title, interest, inheritance, reversions, remainders, uses, trust, possession, property, claim and demand whatsoever of the Vendor unto and upon the said demarcated portion Together with the benefit of covenant to produce all deeds and pattahs and munimats and evidence of title relating to the said premises No.7, Little Russel Street, Calcutta under the Deed of Conveyance dated 19th March, 1966 and all deeds and pattahs and munimats and evidence of title in writing and other documents whatsoever in anywise relating or concerning the said demarcated portion or any part thereof which are now or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom it may procure the same without any action or suit TO HAVE AND TO HOLD the

said....

said demarcated portion hereby granted and conveyed or expressed so to be done to the use of the Purchaser absolutely and for ever free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever SUBJECT HOWEVER to the right of the said Tenant being Sarkies Karapit.

II. The Vendor doth hereby for itself, its successor or successors inoffice and assigns covenant that notwithstanding any act deed or thing by the Vendor or anyof its predecessors in title done or executed or knowingly suffered to the contrary, the vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said demarcated portion hereby granted and conveyed or expressed so to be and every part thereof for a perfect or expessed and indefeasible estate of inheritance without any manner or condition use trust or other things whatsoever to other defeat encumber or make void the same and that notwithstanding any such act deed or thing or whatsoever as aforesaid the Vendor has good right and full power to grant, convey, transfer and dispose of the said demarcated portion hereby granted or expressed so to be unto and to the use of the Purchaser and that the Purchaser shall andmay at all times hereafter peaceably and quietly possess and enjoy the said demarcated portion and received the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons ...

persons lawfully or equitably claiming from under or in trust for it.

III. The Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest in the said demarcated portion or any part thereof from under or in trust for it or from or under any of its 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 or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said demarcated portion and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required together with the right to continue the said actions initiated against the said Sarkies Karapit.

IV. And that the Purchaser shall be entitled to hold the said demarcated portion along with the other co-owners of the said premises and that the Purchaser by virtue of having undivided proportionate share in the land comprised in the said premises and inall that the houses, out-houses, servant's, quarters, edifices, garages, godowns, sanitary fittings, fixtures, electrical wiring, fittings, fixtures, electric pump and motors and all other pitch areas, walls yards, court-yards shall be entitled to frame a scheme and rules and regulations for use of the demarcated portion of the said premises with other co-owners of the said premises.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the divided and demarcated constructed space in the one storied building No. 7, Little Russel Street, Calcutta, situated on the Northern Portion of the said premises measuring about 1000 square feet ( be the same a little more or less) together with the undivided 50% share or interest of the Vendor into and upon the demarcated portion of the land containing by admeasurement 8 cottahs . 7 Chittaks 23 sq.ft. comprised in the said premises, the situation of the said building and also the demarcated portion shown and delineated in the map or plan annexed hereto and bordered in 'RED' thereon.

A.P.S.

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

SIGNED SEALED AND DELIVERED by Dr. Kothari Selentific & Research Institute  
the VENDOR in pursuance of a Aswani Devi Saloo  
Member Governing Body

resolution of the Member Governing Body of the Vendor dated 9<sup>th</sup> March 1988 in the presence of :

  
Chitli  
  
B. N. Chakraborty  
Soni Atri

RECEIVED of and from the within-named  
purchaser the within-mentioned sum of  
Rupees. Six lacs fifty thousand only  
being the consideration herein as per  
Memo below: Rs. 6,50,000/-

MEMO. OF CONSIDERATION

1. Buy Pay-order No. 258335 dt 26.3.88 drawn by  
Vice Bank, Beek Bagan Branch, Calcutta in  
favour of the vendor Rs. 3,50,000/-
2. Buy Pay-order No. 258353 dt 29.3.88 drawn by  
Vice Bank, Beek Bagan Branch, Calcutta in  
favour of the vendor Rs. 85,000/-
3. Buy Pay-order No. 302516 dt 30.3.88 drawn by  
Vice Bank, Ganeshi Chandra Avenue, Calcutta  
in favour of the vendor Rs. 2,15,000/-

Rs. 6,50,000/-

Witness:-



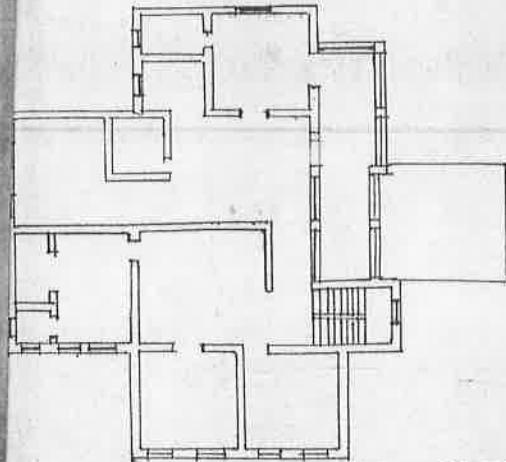
*B. N. Chakrabarti*  
*Asst. Secretary*

for Kothari Scientific & Research Institute

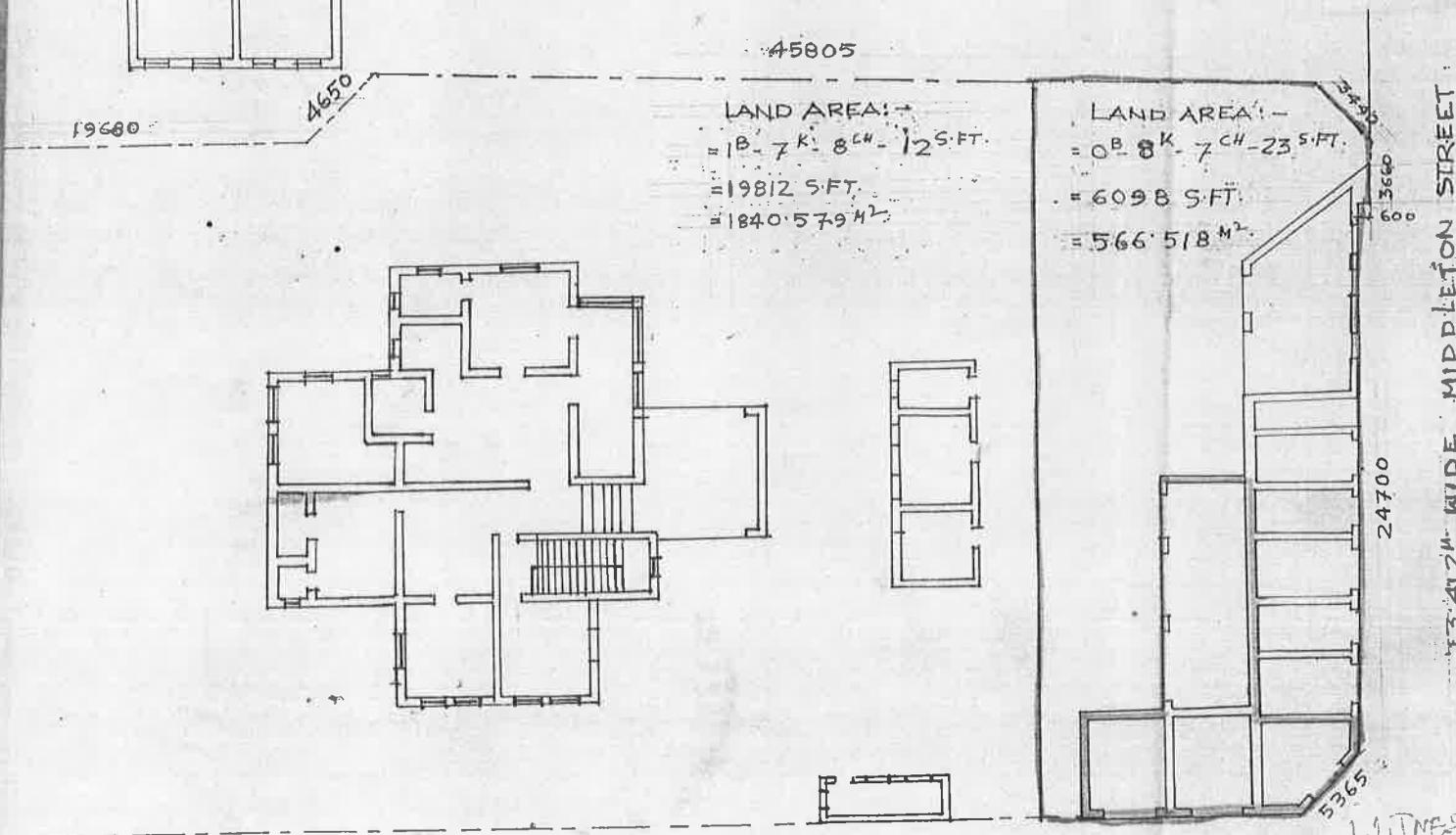
*Asva Devi Saha*  
Member Governing Body.

DEED PLAN OF PREMISES NO. 7 LITTLE  
RUSSEL STREET, CALCUTTA.

SCALE 1:300.



FIRST FLOOR PLAN



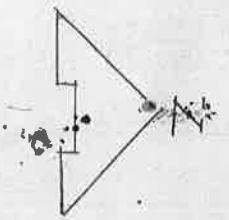
LAND AREA:-  
= 18-7 K. 8 CH. - 12 S. FT.  
= 19812 S. FT.  
= 1840.579 M<sup>2</sup>

LAND AREA:-  
= 0-8 K. 7 CH. - 23 S. FT.  
= 6098 S. FT.  
= 566.518 M<sup>2</sup>

13-41/2 M. WIDE MIDDLETON STREET

12.292 M WD. LITTLE RUSSEL STREET

GROUND FLOOR PLAN



For Witness Signature  
Asha Devi Saboo

WITNESSES  
B. W. ...

*P. S. I*  
Book No .....  
Volume No *98*  
Pages *129 to 212*  
Bound No *2664*  
for the year *1988*

*S. Sarkar*

===== DATED THIS 31<sup>st</sup> DAY OF MARCH =====

B E T W E E N

KOTHARI SCIENTIFIC & RESEARCH INC

A N D

DELITE PROMOTERS PRIVATE LIMITED

*[Handwritten signature]*



C O N V E Y A N C E

*Shree*  
REGISTRAR OF ASSURANCES

CALCUTTA

21.11.90



R. L. GAGGAR.  
Solicitor & Advocate,  
6, Old Post Office Street  
Calcutta-1.

*S. S. S.*

REGISTRAR OF ASSURANCES  
CALCUTTA