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06 DEC 2001

No. Date

Sold to

Add.

By

B. M. Bayan & Co. (Adv)

1000 S. St., Cal-1.

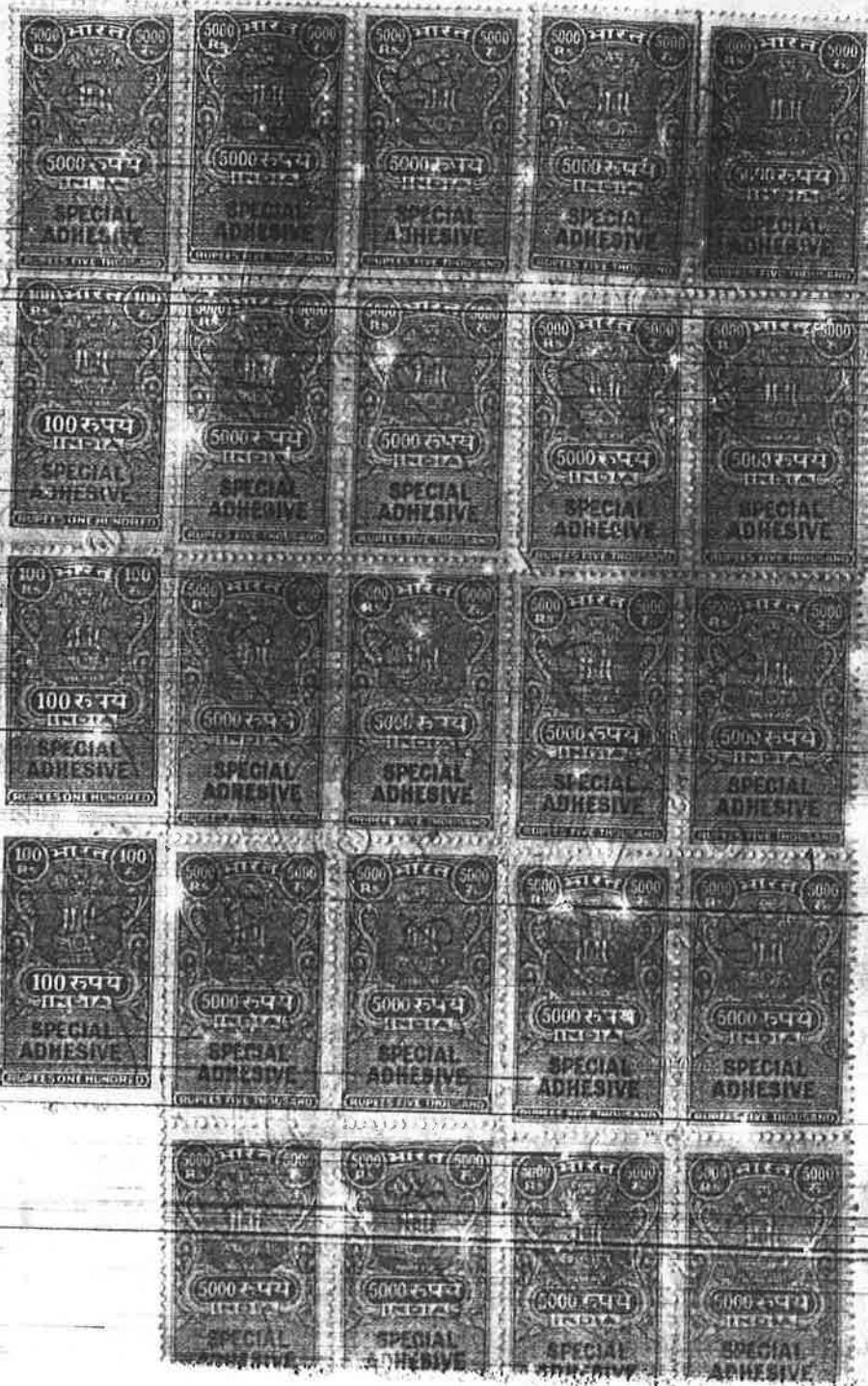
[Signature]

L. S. VENDOR
HIGH COURT CLERK



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II

10816 — I



STAMP AFFIXED BY

15/2/2008

STAMP SUPPLY DIVISION
MUMBAI COLLECTORATE

Rs 105300/=

THIS INDENTURE made this 23rd day of February, in the year
Two Thousand BETWEEN DELITE PROPERTIES PRIVATE LIMITED a
Company incorporated under the Companies Act, 1956 and having
its Registered Office at No. 8, Archarya Jagdish Chandra Bose

16429

Handwritten signatures and initials, including 'K.V.' and 'M.V.'.

Handwritten numbers and marks at the bottom of the page.

Road, Calcutta, hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in interest agents and assigns) of the ONE PART AND DELITE PROMOTERS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 and having its Registered Office at 27A, Rowland Road, Calcutta, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in interest agents and assigns) of the OTHER PART.

WHEREAS by a Deed of Trust dated 11th December, 1936 and registered at Registrar of Assurances, Calcutta in Book No. I, Volume No. 33, Pages 243-265, Being No. 813 for the year 1937 made between Smt. Jarat Coomaree Dasse therein called the Settler of the one part and the Official Trustee of Bengal therein called "the Official Trustee", of the other part the said Settlor settled and transferred in trust also the Premises No. 7, Little Russel Street, Calcutta, described therein subject to the terms, provisions and conditions stated in the said Conveyance pursuant to the decree passed by the Hon'ble High Court dated 31st day of January, 1936 passed in Suit No. 1788 of 1935.

AND WHEREAS by an Order dated 24th February, 1965 passed in Suit No. 1788 of 1935 and in the matter of Official Trustees Act the High Court at Calcutta granted leave to the Official Trustee of West Bengal to sell the said premises No. 7, Little Russel Street, Calcutta, by public auction to the highest bidder subject to the minimum price indicated in the valuation report made by the valuer pursuant to the earlier

direction of the Hon'ble High Court.

AND WHEREAS at a public auction held by the Official Trustee of West Bengal in pursuance of the said order dated 24th February, 1965 which auction was held on 10th November, 1965 the said premises No. 7, Little Russel Street, Calcutta Smt. Bhagwati Devi Agarwala, Kishorilal Goenka as Karta, Smt. Parameswari Devi Goenka, Sm. Ratna Goenka, Ramgopal Garodia, Yudhistirial Agarwala, Tolaram Budhia, Shiv Ratan Goenka, Navratan Goenka, were declared as highest bidders at the price of Rs. 11,05,101/-.

AND WHEREAS diverse sums were paid on diverse dates by the said bidders to the Official Trustee until 22nd April, 1966 and a balance sum of Rs. 4,00,000/- remained payable to the said Official Trustee on the said date.

AND WHEREAS the said Yudhistirial Agarwala nominated his son Sheo Kumar Agarwala as the Purchaser in his place and stead.

AND WHEREAS the said Ramgopal Garodia nominated his wife Smt. Sabitri Garodia and his son Biswanath Garodia in his place and stead.

AND WHEREAS the said Tolaram Budhia nominated his wife Smt. Geeta Budhia in his place and stead.

AND WHEREAS by an order dated 4th October, 1966 made in the said Suit No. 1789 of 1939 (Smt. Jarat Coomaree Dassie & Ors.

-Vs- Sushil Chandra Chatterjee & Ors.) the Court granted

leave to the said nomination by the said auction bidders in favour of their nominees and extended the time till 14th October 1966 for completion of the purchase and payment of balance purchase price which remained unpaid.

AND WHEREAS pursuant to the said order dated 4th October, 1966 the Purchasers paid to the Official Trustee the balance consideration money of Rs. 4,00,000/- with all interest upto the date of payment.

AND WHEREAS by a conveyance dated 19th October, 1966 made between the Official Trustee of West Bengal as trustee of the Trust of Gopeswar Dutt free School created deed dated 11th December, 1936 therein called the Vendor and (1) Smt. Bhagwati Devi Agarwala, (2) Kishorilal Goenka as Karta of Mitakshara School of Hindu Undivided Joint Family known as "Koshorilal Navratan" (3) Smt. Parameswari Devi Goenka (4) Smt. Ratna Goenka (5) Smt. Sabitri Garodia (6) Sheo Kumar Agarwala (7) Smt. Geeta Budhia (8) Shivratan Goenka (9) Navratan Goenka and (10) Biswanath Garodia all therein collectively called "the Purchasers" and duly registered in Book No. 1, Volume No. 163, Pages 222-239 Being No. 5782 for the year 1964, the said Official Trustee of West Bengal sold transferred and conveyed the said premises No. 7, Little Russel Street, Calcutta, described in the Schedule "A" written thereunder unto and in favour of the said (1) Smt. Bhagwati Devi Agarwala, (2) Kishorilal Goenka as Karta of Mitakshara School of said Hindu Undivided Joint Family (3) Smt. Parameswari Devi Goenka (4) Smt. Ratna Goenka (5) Smt. Sabitri Garodia (6) Sheo Kumar Agarwala (7) Smt. Geeta Budhia (8) Shivratan Goenka (9) Navratan Goenka and (10) Biswanath

Garodia.

AND WHEREAS by virtue of the said conveyance as clearly expressed therein, each of the said Purchasers were entitled to the following undivided share in the said premises :-

- | | | |
|-----|------------------------------|--------|
| (a) | Smt. Bhagwati Devi Agarwala | 13/100 |
| (b) | Kishorilal Goenka as Karta | 4/100 |
| (c) | Smt. Parameswari Devi Goenka | 12/100 |
| (d) | Smt. Ratna Goenka | 4/100 |
| (e) | Smt. Sahitri Garodia | 8/100 |
| (f) | Shao Kumar Agarwala | 7/100 |
| (g) | Smt. Geeta Budhia | 8/100 |
| (h) | Shivratan Goenka | 17/100 |
| (i) | Navratan Goenka | 13/100 |
| (j) | Biswanath Garodia | 14/100 |

(the whole being considered as divided into one hundred equal parts or shares) absolutely for ever free from all encumbrances and liabilities.

AND WHEREAS by a conveyance dated 27th June, 1979 made between Smt. Ratna Devi Goenka therein referred to as the Vendor of the one part and Kothari Scientific & Research Institute 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. 344 for the year 1979 the said Smt. Ratna Devi Goenka for the consideration therein mentioned sold conveyed and transferred unto and in favour of the Kothari Scientific & Research Institute, her undivided 4/100th share in the said premises No. 7, Little Russel Street, Calcutta together with her right title and interest therein.

AND WHEREAS in the events aforesaid the said Kothari Scientific & Research Institute became one of the co-owners of the said premises No. 7, Little Russel Street, Calcutta and the other co-owners were Sm. Bhagwati Devi Agarwala, Kishorilal Goenka as Karta, Smt. Parameswari Devi Goenka, Smt. Ratna Goenka, Smt. Sabitri Garodia, Sheo Kumar Agarwala, Smt. Geeta Budhia, Shivratan Goenka, Navratan Goenka and Bismarath Garodia.

AND WHEREAS the said Kishorilal Goenka during his lifetime and until his death governed by Mitakshara School of Hindu Law, was the Karta of Hindu Undivided Family called Kishorilal Navratan and was as such Karta entitled to deal with the share right title and interest held by Kishorilal Goenka as Karta of "Kishorilal Navratan" in the said premises No. 7, Little Russel Street, Calcutta.

AND WHEREAS the said Kishorilal Goenka who during his life time and until his death, a Hindu Governed by Mitakshara School of Hindu Law at all times was a Karta of HUF called Kishorilal Navratan died on 2nd December, 1978 and thereupon his eldest son Navratan Goenka became the Karta as the said HUF "Kishorilal Navratan".

AND WHEREAS by a Deed of Partition dated 13th September, 1979 made between Smt. Bhagwati Devi Agarwala, Navratan Goenka as Karta of the Hindu Undivided Family named as "Kishorilal Navratan", Smt. Parameswari Devi Goenka, Smt. Sabitri Devi Garodia, Sheo Kumar Agarwala, Smt. Geeta Budhia, Shivratan Goenka, Navratan Goenka (in his personal capacity) and Bismath Garodia therein called the Parties of the one part and Kothari Scientific & Research Institute, therein referred to as the Party of the other part and duly registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 151, Pages 196 to 206 Being No. 4939 for the year 1979 the parties to the said deed agreed to a partition in the manner that the said Kothari Scientific & Research Institute having 4% undivided share in the said premises No. 7, Little Russel Street, Calcutta get and be allotted the said Premises No. 7, Little Russel Street, Calcutta in its entirety and absolutely and for ever and that the said other parties to the Deed of Partition got ovally money in respect of their 96 percent share as stated in the Deed of Partition and ever since the Deed of Partition, the said Kothari Scientific & Research Institute became absolutely entitled to the said Premises No. 7, Little Russel Street, Calcutta in its entirety and absolutely and for ever having the transferable and heritable rights in the said premises.

AND WHEREAS by a conveyance dated 31st March, 1988 and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 117, Pages 117 to 134 Being No. 3666 for the year 1988 made between the said Kothari Scientific &

Research Institute, therein called the Vendor of the one part and the abovenamed vendor namely Delite Properties Pvt. Ltd., therein called the Purchaser of the other part the said Kothari Scientific & Research Institute in the facts related therein and for the consideration therein mentioned granted released transferred conveyed assured and assigned unto and in favour of the said Delite Properties Pvt. Ltd., being the Vendor abovenamed All That the divided and demarcated constructed space in the one storied building No. 7, Little Russel Street, Calcutta situate on the Northern portion of the said premises measuring about 1000 sft., (more or less) TOGETHER WITH undivided 50% share or interest of the said Kothari Scientific & Research Institute into and upon the demarcated portion of the land containing 8 cottahs 7 chittacks 23 sft., comprised in the said premises No. 7, Little Russel Street, Calcutta the situation of the said building and also the demarcated portion shown within RED borders on the plan thereto annexed absolutely and for ever free from all encumbrances but subject to rights of tenants therein named.

AND WHEREAS ever since the said conveyance dated 31st March, 1988, the said Vendor Delite Properties Pvt. Ltd., is one of the co-owners of the said premises to the extent of divided demarcated constructed space measuring about 1000 sft., of the Northern portion of the premises TOGETHER WITH undivided 50% share or interest of the demarcated portion of land containing 8 cottahs 7 chittacks 23 sft., out of and being a portion of No. 7, Little Russel Street, Calcutta.

AND WHEREAS the vendor has agreed to sell and the purchaser

has agreed to purchase the said premises being the vendor's said undivided share to the extent of divided and demarcated constructed space measuring about 1000 sq. ft., of the building of the Northern portion of the said premises TOGETHER WITH undivided 50% share of the demarcated portion of land containing 8 cottages 7 chittacks 23 sq. ft., out of and being a portion of No. 7, Little Russel Street, Calcutta, more fully described in the schedule hereunder written and hereinafter called the said premises at the price of Rupees Fifteen Lacs free from all encumbrances charges, claims, demands, liens, restrictions, attachments and trusts whatsoever but subject to the subsistence of the said tenant.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs. 15,00,000/- (Rupees Fifteen Lacs) 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 hereby release and for ever discharge the purchaser and the said premises) 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 Street, Calcutta measuring about 1000 sq. ft., of carpet area (be the same a little more or less) TOGETHER WITH the undivided fifty percent share in the demarcated portion of land comprised in the said premises No. 7, Little Russel Street, Calcutta, (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 said premises AND TOGETHER WITH undivided proportionate share in the sanitary fittings, fixtures, electric wiring, fittings fixtures, fixtures electric pump and motors and all other pitch areas, walls, yards, court-yards, OR HOWSOEVER OTHERWISE the said land message hereditaments and premises or any portion thereof now are or is or at any time here fore were or was situated tenanted butted bounded known numbered described and/or distinguished TOEGHER WITH like 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 like share in the estate right title interest inheritance reversions uses trust possession property claim and demand whatsoever of the Vendor unto and upon the said premises TOGETHER WITH the benefits of covenant to produce the deeds and pattahs and muniments and evidence of title relating to the said premises No. 7, Little Russel Street, Calcutta, under the Deed of Conveyance dated 19th October, 1966 and all deeds, and pattahs and muniments and evidence of title in writing and other documents whatsoever in anywise relating or concerning the said premises or any part thereof, which now arre 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 premises hereby granted and covered or expressed so to be done to the use of the Purchaser absolutely and for ever free from all encumbrances charges liens dispendens attachments trusts whatsoever or howsoever

SUBJECT HOWEVER to the right of the said Tenant being Sarkies Carapiet.

2. The Vendor dothe hereby for itself, its successor successors in office and assigns covenants that notwithstanding any act deed or thing by the Vendor or any of its predecessor in title done or executed or knowingly sufered to the contrary, the Vendor is lawfully and absolutely seized and possessed of or otherwise well andd sufficiently entitled to the said premises hereby granted and covered or expressed so to be and every part thereof for a perfect or expressed 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 premises hereby granted or expressed so to be unto and to the use of the Purchaser and that the Purchaser shall and may at all times hereafter possessable and quietly possess and enjoy the said premises and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for it.
3. The Vendor and all persons having or lawfully equitably claiming any estate right, title or interest in the said premises 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 requests

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 premises 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 Carpriet.

4. And that the Purchaser shall be entitled to hold the said premises along with the other co-owners of the said premises and that the Purchaser by virtue of having undivided aforesaid share in the demarcated portion of land comprised in the said premises and in all that the house, outhouses, servant's quarters, edifices, garages, godowns sanitary fittings, electrical wiring, fittings, fixtures, electric pump and motors and all other pitch areas, walls, yards, court-yards, shall be entitled to frame scheme and rules and rules and regulations for use of the demarcated portion of the said premises with other co-owners of the said portion 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 measuringt about 1000 sq. ft., (be the same a little more (or less) shown within Red border on the plan hereto annexed TOGETHER WITH the undivided 50% share or interest of the Vendor into and upon the demarcated portion of land containing by admeasurement 8 cottages 7 chittacks 23 sq. ft., shown within Green border on the plan hereto annexed comprised in the said premises No. 7, Little Russel Street,

rights in land covered there in below and Together with remaining 7 cottages, 1 chittack 10 sq. ft. out of the said

Calcutta, formerly P.S. Park Street, now P.S. Shakespeare Sarani, Calcutta.

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

SIGNED SEALED AND DELIVERED by

DELITE PROPERTIES PRIVATE LTD

Debi Nandan Ghosh

Director

the VENDOR in pursuance of Board Resolution of the Director of the Vendor Company dated 21st February 2001 the

presence of :-

Satyajyoti Bera, Solicitor & Advocate
B Ghosh, Advocate
Asst. to Ms. B. N. Pramanik
6, Ad Post Office Street, Cal.

Received of and from the within named purchaser the within mentioned consideration being the sum of Rs. 15,00,000/- (Rupees Fifteen Lacs) only as per memo stated below :-

Memo of Consideration

By cheque No. 064079 dated 8th February, 2000 on Indian Overseas Bank Landown Market Calcutta Branch. Rs. 5,00,000/-

By cheque No. 064080 dated 8th February, 2000 on Indian Overseas Bank Landown Market Branch. Rs. 5,00,000/-

By cheque No. 064081 dated 21st February, 2000 on Indian Overseas Bank Landown Market Branch. ~~Rs. 5,00,000/-~~
Rs. 15,00,000/-

(Rupees Fifteen Lacs) only.

Witnessed by

Satyajyoti Bera

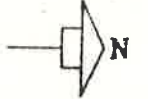
B Ghosh

Debi Nandan Ghosh

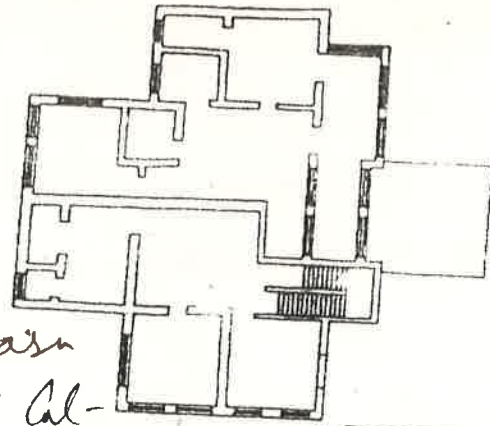
Director

DEED PLAN OF PREMISES NO.7 LITTLE RUSSEL STREET.
SCALE 1:300

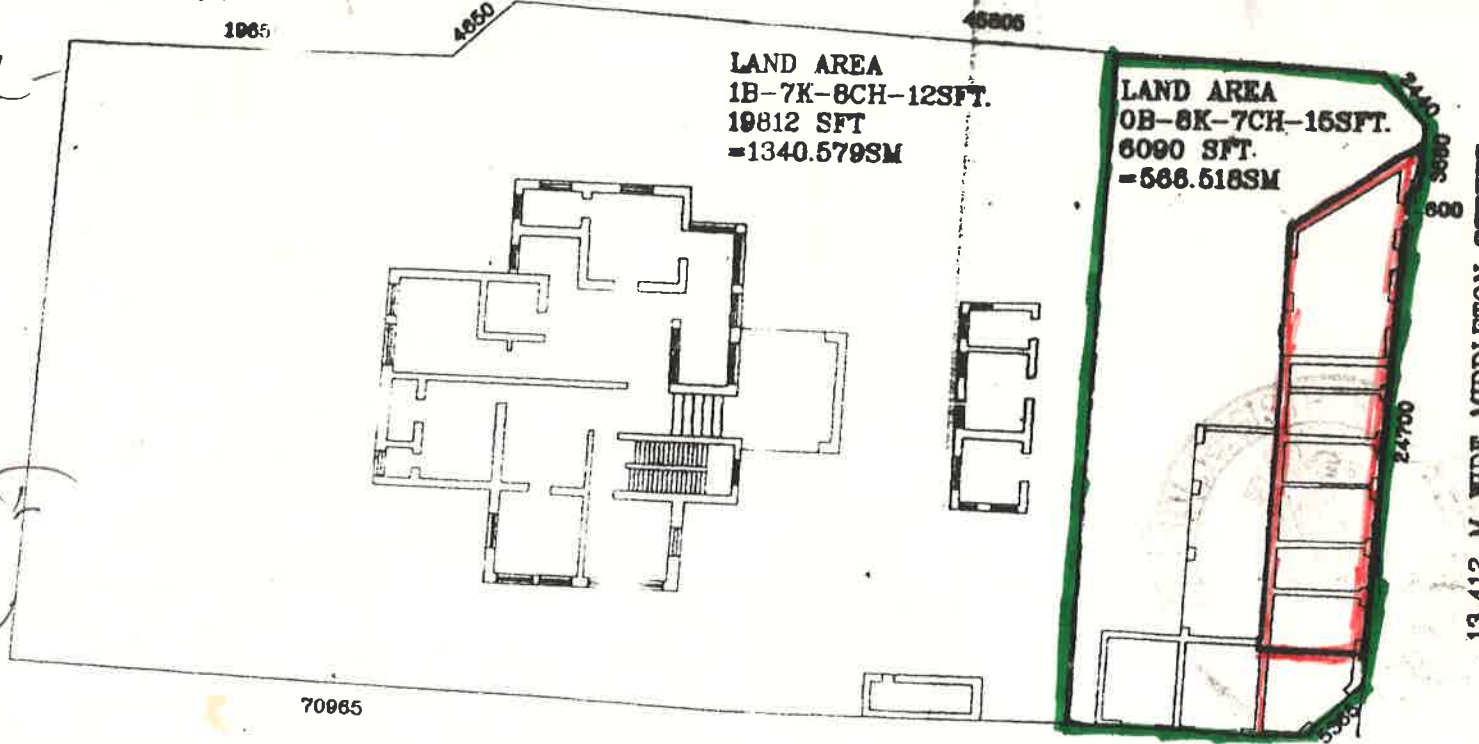
*Pr. delite properties Pvt. Ltd
of shooli mandam Gunde
Disputa*



FIRST FLOOR PLAN
& SECOND FLOOR PLAN



*Witness by
of Satyapriya Basu
Solicitor Cal-
of B. Ghosh
Advocate, Cal-*



LAND AREA
1B-7K-8CH-12SFT.
19812 SFT
=1340.579SM

LAND AREA
0B-8K-7CH-15SFT.
6090 SFT.
=588.518SM

13.412 M WIDE MIDDLETON STREET

12.292 M WIDE LITTLE RUSSEL STREET
GROUND FLOOR PLAN

1081P 2000
H. Ghosh

[Signature]
Regional Registrar of Assam
Guwahati

Page No. 14
Date of Reg. 14/02/2000

14

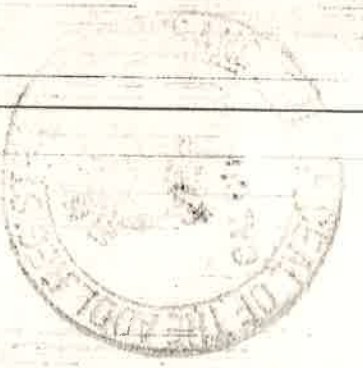
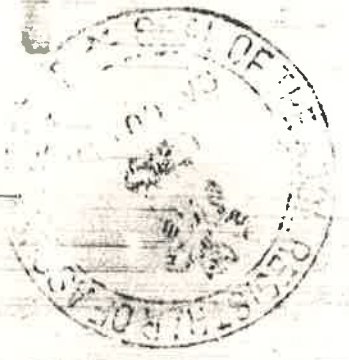
DATED THIS 23RD DAY OF February 2000

FROM

DELITE PROPERTIES PVT. LTD.

TO

DELITE PROMOTENS PVT. LTD.



CONVEYANCE

Handwritten notes in red ink:
Submitted to the Registrar of Companies, Calcutta for registration of the above mentioned document.
Date of registration: 23/02/2000

Additional Registrar of Assurances - II
Calcutta

13/12/2000

B.M. Bagaria & Co.,
Solicitors & Advocates,
Old Post Office Street,
Calcutta - 700 001.

B. M. BAGARIA & CO.
SOLICITORS & ADVOCATES
PARTNERS
K.P. BAGARIA
A.C. BOSE
P.K. BAGARIA

TEMPLE CHAMBERS
6. OLD POST OFFICE STREET,
CALCUTTA - 700001
TRAM : BIMBE PHONES : 220-2390
220-1757

DATED **20**

Dated: 13th December, 2001.

To
M/s. Delite Promoters Pvt. Ltd.

Re : Deed of Conveyance dated 23.2.2000
made between M/s.Delite Properties
Pvt.Ltd and M/s.Delite Promoters
Pvt.Ltd in respect of All that
divided and demarcated space in one
storied building at Pre.No.7,Little
Russel Street, Calcutta.

Dear Sirs,

The above deed of Conveyance was presented before the Ld. A.R.A(ii), Calcutta on 23.2.2000 for registration when the same was accepted and the executions thereof have been admitted and kept pending being No.P-1081 for the year 2000 for assessment of market value.

The assessment of the market value of the said deed of Conveyance has not yet done. As soon as it will be done we shall take further steps.

Accordingly to your instructions, we have applied for certified copy of the said deed of conveyance on 7th instant. This day we have obtained the said certified copy which is enclosed herewith.

Encl.
Certified copy.

Yours faithfully
for B.M. Bagaria & Co.

