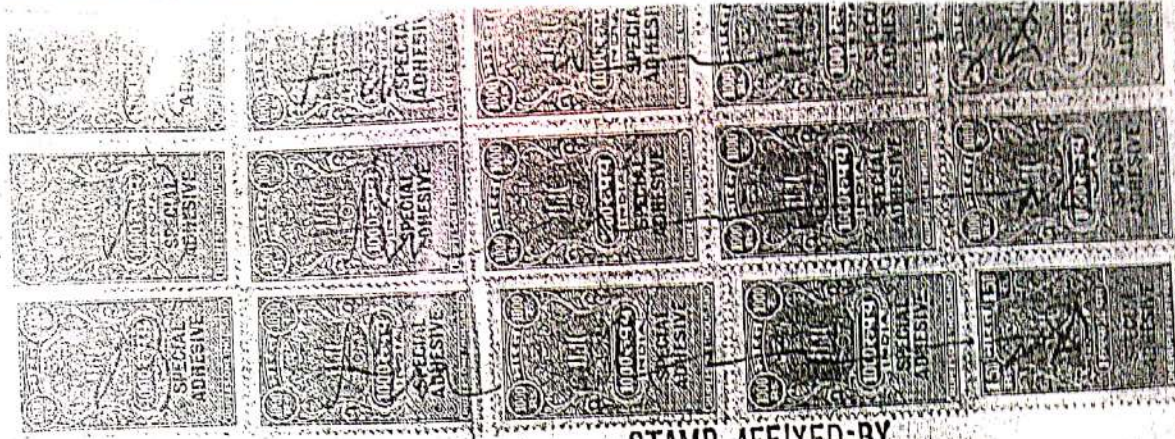


5



2785 2 1379

STAMP AFFIXED BY
B. Shankar
STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE
8.3.73.

900/50
5500
1400/50

admissible under Rule 21 and stamps
under the Indian Stamp Act, 1899, &
also as Amended by W. Bengal Stamp
Amendment Act 1962 Schedule IA
No. 22 of 52
and also under Section 82 (1) of the
Cementa Improvement Act, 1911.
Stamp duty paid under the Stamp Act Rs
Additional duty under C.I. Act. Rs
Paid in excess Rs

700/50
5000 -

Total Rs 14001-50
Fee paid as under:-

R 4-
A 1501-50
J 30-
Mg. 20-
Ms. 2-
N 2-50
Rs. 1560 = 00

81-30-
22 13-20
Rs. 43=20

Shankar
8/3/73

Registrar U/S 7 (2)
of Assurances, Calcutta

15C - 22K Land



1301/50
20
1560/-
2110/-
2110/-
6320

THIS DEED OF SALE executed on the 8th day of
March one thousand nine hundred and seventy-three BETWEEN
HARI SHANKAR WORAH PROPERTIES LIMITED, a Company with Limited
liability incorporated under the Companies Act, 1956 and having
its registered office at Dhanbad in the District of Dhanbad
in the State of Bihar hereinafter referred to as the "Vendor"
(which expression unless excluded by or repugnant to the
context

context shall include its successors and assigns) of the one part AND SHRIMATI UNTARA GHOSH wife of Sankar Ghosh and INDRANIL GHOSH son of the said Sankar Ghosh, a minor under the age of 18 years represented by father and natural guardian the said Sankar Ghosh both Hindu residing at No. 15C, Raja Santosh Road in Alipore in Calcutta, hereinafter referred to as the "purchasers" (which expression unless excluded by or repugnant to the context shall include their respective heirs executors administrators representatives and assigns) of the Other Part:

WHEREAS by a Conveyance dated 16th January, 1963 made between Vallabhdas Jeram Shethia also known as Vallabhdas Jairam Shethia and Dilip Singh Jeram Shethia also known as Dilip Singh Jairam Shethia as the Vendors of the one part and Hari Shankar Warah Properties Private Limited therein described as the Purchaser of the other part and registered in Book No. I, Volume No. 29 Pages 32 to 37 being No. 312 for the year 1963 at the office of the Registrar of Assurances at Calcutta the said Vendor for the consideration therein mentioned purchased ALL THOSE two several premises being Nos. 15B, and 15C, Raja Santosh Road, particularly described in the Schedule hereto written and delineated in the map or plan thereto annexed and bordered in Red.

AND WHEREAS in due process of law the said Hari Shankar Warah Properties Private Limited was converted into a public limited Company being the Vendor herein with effect from the 26th day of December one thousand nine hundred and seventy one.

AND WHEREAS the Vendor is seised and possessed of or otherwise well and sufficiently entitled as and for an estate of inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances to ALL THAT

the

3.

the said premises No. 15C, Raja Santosh Road, Calcutta and intended to be hereby conveyed.

AND WHEREAS the Vendor has agreed to sell to the Purchasers ALL THAT premises No. 15C, Raja Santosh Road, Calcutta particularly described in the First Schedule hereunder written and delineated in the plan hereto annexed and therein bordered red free from encumbrances at and for the price of Rs. 2,50,000/- (Rupees two Lakhs and fifty thousand) only out of which sum of Rs. 50,000/- (Rupees fifty thousand only) shall be paid at the time of execution of these presents and the balance of Rs. 2,00,000/- (Rupees two lakhs) shall be paid within a period of one year from date hereof with interest @ 6 $\frac{1}{2}$ % per annum.

AND WHEREAS the said premises No. 15C, Raja Santosh Road, Calcutta constitutes to be substantially the whole of the undertaking of the Vendor.

AND WHEREAS the Board of Directors of the Vendor duly obtained the consent of the Vendor company at its general meeting duly convened and properly held on the 26th day of February to sell the said premises No. 15C, Raja Santosh Road to the purchasers herein on terms agreed to as aforesaid.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 50,000/- (Rupees fifty thousand only) paid to the Vendor by the purchasers at the time of the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge) and in consideration of the balance sum of Rs. 2,00,000/- (Rupees two lakhs) only agreed to be paid to the Vendor by the Purchasers within a period of one year from the date of these presents the said Vendor/absolute owner hereby grants conveys transfers by way of sale

sale unto the Purchasers All that Premises No.15C, Raja Santosh Road, Calcutta more particularly described in the First Schedule hereunder written and delineated in the map or plan hereto annexed and therein bordered red OR HOWSOEVER OTHERWISE the said messuages tenements lands and hereditaments and premises now are or is or at any time heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH the full benefit of the rents, covenants and the benefit of covenant of production contained in the Deed of Covenant dated 16th January, 1962 made between Vallabhdias Jeram Shethia and another and Harishankar Worah(Properties) Private Limited and services and other the benefits in respect of the said premises TOGETHER WITH all building including the right of support, maintenance use and enjoyment of the wall being common in between the building and the outhouses a portion whereof is situate at premises No.15B, Raja Santosh Road and other portion whereof is situate at premises No.15C, Raja Santosh Road in common with the Vendor, yards, courts areas, ways, paths, passages sewers drains water, water courses, lights, liberties, rights, privileges easements advantages, appendages and appurtenances whatsoever in the said messuages tenements lands hereditaments and premises belonging or in anywise appertaining or usually held used occupied enjoyed therewith as part parcel or member thereof or reputed to belong or be appurtenant thereto AND ALL the estate right title interest claim and demand whatsoever of the Vendor in to and upon the said messuages tenements lands hereditaments and premises hereby granted conveyed transferred by way of sale assigned and assured or expressed or intended so to be TOGETHER WITH all deeds pattahs and muniments of title exclusively relating to or concerning the said messuages tenements lands hereditaments and premises which are now or hereafter shall or may be

in

in the possession custody or power of the Vendor TO HAVE AND TO HOLD
THE said messuages tenements lands hereditaments and premises
 hereby granted conveyed transferred by way of sale assigned and
 assured or otherwise expressed or intended so to be unto and to the
 use of the Purchasers as absolute owners and for ever AND the Vendor
 doth hereby covenant with the Purchasers that notwithstanding any
 act deed or things by the Vendor done executed or knowingly
 suffered to the contrary the Vendor now hath good right full power
 and absolute authority to grant convey transfer assign and assure
 the said messuages tenements lands hereditaments and premises hereby
 granted conveyed transferred by way of sale assigned assured
 or otherwise expressed or intended so to be unto and to the use of
 the Purchasers in manner aforesaid AND that the Purchasers shall
 and may at all times hereafter peaceably and quietly hold possess
 and enjoy the said messuages tenements lands hereditaments and
 premises and every part 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 AND that free from all encumbrances whatsoever
 made or suffered by the Vendor or any person or persons lawfully
 or equitably claiming as aforesaid AND FURTHER that the Vendor
 and all persons having or lawfully or equitably claiming any
 estate or interest in the said messuages tenements lands heredita-
 ments and premises from under or in trust for the Vendor shall and
 will from time to time and all times hereafter at the request and
 cost of the Purchasers do and execute or cause to be done and
 executed all such acts, deeds and things whatsoever for further
 and more perfectly assuring the said messuages tenements lands
 hereditaments and premises and every part thereof unto and to the
 use of the Purchasers in manner aforesaid as shall or may be
 reasonably required AND FURTHER THE PARTIES covenant with each
 other that they the said parties shall or at all times keep

maintain

maintain and use the said wall being common and between the said building and the outhouses at premises No. 15B, Raja Santosh Road and premises No. 15C, Raja Santosh Road so as not in any way to disturb or prejudicially affect the rights of use enjoyments and possession of the other in respect of the said Common wall and not to make any erections or construction thereupon without the previous consent in writing of the other party AND FURTHER that the Vendor doth hereby covenants with the Purchasers that the Vendor shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers produce or cause to be produced unto their Attorneys or Agents or at any trial hearing commission or examination or otherwise as occasion shall require all or any of the deeds and writings comprised in the Second Schedule hereto for the manifesting maintaining defending and proving the title to the said messuages tenements lands hereditaments and premises mentioned in the First Schedule hereunder written AND ALSO at the like request and cost deliver or cause to be delivered unto the Purchasers such attested or other copies of or extracts from the said deeds and writings or any of them as they may require AND SHALL and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe unobliterated and uncancelled.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT two-storied brick-built messuage and dwelling house called known as premises No. 15C, Raja Santosh Road, Calcutta together with the piece or parcel of rent free land thereunto belonging and containing an area of 1 Bigha 2 Cottas 2 chataks 108 sq. ft.

formerly

7.

(formerly known as 4/2A, Alipore Park Road, West and forming part of the property containing an area of 23 Bighas 15 Cottahs and 3 square Feet and known as 23 Durgapore Lane and thereafter numbered as 1, 2 and 3 Durgapore Road) situate in Mouza Durgapore Parganas Magura, Thana and Sub-Registration District Alipore in the District of 24 Parganas and butted and bounded on the NORTH partly by 8/2, Alipore Park Road and partly by the common passage leading to 8/2, Alipore Park Road. On the EAST by 17, Raja Santosh Road, on the SOUTH by Raja Santosh Road, on the WEST by 15B, Raja Santosh Road and delineated in the map or plan hereto annexed and therein bordered Red.

THE SECOND SCHEDULE ABOVE REFERRED TO:

1. Conveyance dated 16th January, 1940 made between David Rankin Scott as Vendor of the First Part Khatau Mavji Shethia as Confirming Party of the Second part and Misammatt Jhaver Bai & ors. Trustees under a Deed of Settlement executed by the said Misammatt Jhaver Bai as the Purchasers of the Third Part and registered in Book No. 1 Volume No. 10 Pages 125 to 135 Being No. 141 for the year 1940 at the office of the District Sub-Registrar, 24 Parganas, Alipore.
2. Conveyance dated 16th January 1963 made between Vallabhdas Jeram Shethia and Dilip Singh Jeram Shethia as Vendors of the one Part and Harishanker Worah (Properties) Private Limited as purchaser of the other part and registered in Book I Volume No. 29 pages 32 to 37 being No. 312 for the year 1963 at the office of the Registrar of Assurances, Calcutta.
3. Deed of Declaration made by Misammatt Jhaver Bai on 16th January 1963 before Mr. S.K. Chatterjee, Notary Public, Calcutta.

4.

4. Deed of Indemnity dated 16th January, 1963 made between Vallabhdas Jeram Shethia and Dilip Singh Jeram Shethia as the Vendors of the one part and Harishanker Worah (Properties) Limited as the purchaser of the other part.

5. Deed of Covenant dated 16th January 1963 made between Vallabhdas Jeram Shethia and Dilip Singh Jeram Shethia as the Covenantors of the one part and Harishanker Worah (Properties) Private Limited as the Covenantee of the other Part.

IN WITNESS WHEREOF the Parties hereto have respectively executed this Deed this day month and year first above written.

The COMMON SEAL of HARI SHANKAR
WORAH PROPERTIES LIMITED
hath hereunto been affixed in
pursuance of the resolution of
its Board of Directors passed
on the 15th day of February, 1973
by Jethalal Rajji Worah one of the
Directors in the presence of :

J.R.W.
[Signature]
[Signature]

K. C. Bose
Solicitor

Umedraj Worah
135, Cannon Street
Calcutta

Kailashnarain Srivastava
Flat No. 5, Lanehouse Court,
5, Sarat Bose Road, Calcutta
SIGNED SEALED AND DELIVERED BY

INDRANIL GHOSH minor by his
father and Natural Guardian Sankar
Ghosh in the presence of :

K. C. Bose
Solicitor
Calcutta

UMEDRAJ WORAH
KAILASH NARAIN SRIVASTAVA



J. R. Worah
Jethalal Rajji
Worah
Director

Indranil Ghosh
by
Shankar Ghosh
Father and natural
guardian.

SIGNED SEALED AND DELIVERED

by SH. UTTARA GHOSH in the presence of :

Uttara Ghosh

K. C. Bose
Witness
Calcutta.

UMEDRAY HORAH

KAILASHNARAIN SRIVASTAVA

RECEIVED from the within mentioned purchasers the within mentioned sum of Rs.50,000/- (Rupees Fifty thousand) only in part payment of the total consideration of Rs.2,50,000/- as per memo below.

	Rs. 50,000/-
(Rupees Fifty thousand only).	Rs. 50,000/-

MEMO OF CONSIDERATION.

By Cheque No.71G775858 dated 8th, March, 1973 on National & Grindlays Bank Ltd., Lloyds Branch drawn in favour of the Vendor, Harishanker Worah Properties Ltd.

	Rs. 50,000/-
Balance agreed to be paid by the purchasers to the Vendor within one year as hereinbefore mentioned.	Rs.2,00,000/-
Total	Rs.2,50,000/-.

(Rupees Two Lakhs and Fifty thousand only).

Witnesses:

K. C. Bose
Witness
Calcutta

UMEDRAY HORAH

KAILASHNARAIN SRIVASTAVA



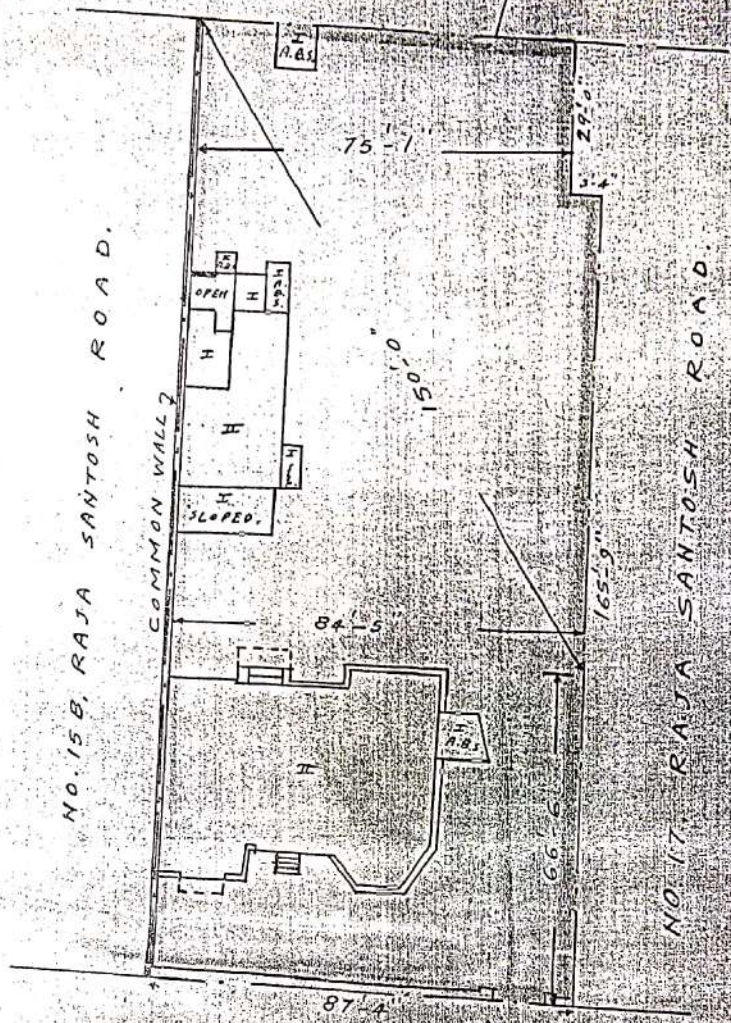
f. R. W. ...
Director

PLAN OF
PREM NO. 15B, RAJA SANTOSH ROAD
SCALE 30' FT. = 1" INCH.

N

AREA: 1-2-2-10

NO. 8/2 ALIPORE PARK ROAD. NO. 8/2 ALIPORE PARK ROAD.



RAJA SANTOSH ROAD



Indrasir Ghosh
By Shankar Ghosh
Patil & ...
K. C. Bose
Umesh Chandra ...
Kailash ...

A. L. CHANDRA & CO.
 CONSULTING ENGINEERS
 12, OLD POST OFFICE ST.
 CALCUTTA.

f. R. ...
(f. R. ...)
 Director

1371
1373
DATED THIS 8th DAY OF MARCH, 1973

38 Registered in

Book No.....

Volume No..... 70

Pages..... 214 to 225

Being No..... 1379

for the year..... 1973

1379
11

2.50



Registrar U/S 7 (2)
of Assurances, Calcutta

20-3-73



BETWEEN

HARI SHANKAR WORAH PROPERTIES LIMITED

AND

SM. UTTARA GHOSH & ANR.

6

CONVEYANCE



MUKHERJEE & BISWAS
Solicitors
10, Old Post Office Street, Calcutta

20/3/73
Registrar U/S 7 (2)
of Assurances, Calcutta