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Businessman for self and as Karta of Mitakshara Hindu Joint family residing at CK 208, Sector - II Salt Lake City, Kolkata Calcutta and (4) VINOD JHUNJHUNWALA also known as Vinod Kumar Jhunjhunwala son of Late son of Late Subh Karan Jhunjhunwala a Hindu Businessman for self and as Karta of Mitakshara Hindu Joint family residing at FE 298, Sector III, Salt Lake, Kolkata - 91 Calcutta all hereinafter jointly called the VENDORS (which expression shall unless excluded by or repugnant to the context mean and include the respective co-parceners and heirs executors administrators agents) of



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the FIRST PART AND MA KALI PROPERTIES PRIVATE LTD. a company incorporated under the Companies Act 1956 and having its registered office at 5, Girish Avenue, Kolkata - 700 003 hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean include its successors in interest and agents and assigns) of the SECOND PART AND (1) SMT. BIMALA JHUNJHUNWALA wife of Raj Kumar Jhunjunwala a hindu lady of Flat No.26, P-61, Park Street, Kolkata (2) SMT. UMA JHUNJHUNWALA wife of Vijay Kumar Jhunjunwala a hindu lady residing at Flat No.804





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at Harbour Heights 35/1, Diamond Harbour Road, Kolkata (3) SMT. ALKA DEVI JHUNJHUNWALA wife of Ashok Kumar Jhunjunwala a hindu lady residing at CK 208, Sector - II, Salt Lake City, Kolkata (4) SMT. MINU JHUNJHUNWALA wife of Vinod Kumar Jhunjunwala a hindu lady residing at FE, 298, Sector - III, Salt Lake, Kolkata (5) SIDDHARTH JHUNJHUNWALA son of Vijay Kumar Jhunjunwala a hindu businessman residing at Harbour Heights Flat No. 804, 35/1, Diamond Harbour Road, Kolkata (6) MASTER ATUL JHUNJHUNWALA AND (7) MASTER ANKIT JHUNJHUNWALA both sons of Ashok Kumar Jhunjunwala both being minors and



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represented by their father and natural gurdian Sri Ashok Kumar Jhunjhunwala both residing at CK 208, Sector - II, Salt Lake City, Kolkata and (B) MASTER ANANT JHUNJHUNWALA son of Vinod Jhunjhunwala residing at FE 298, Sector - III, Salt Lake, Kolkata a minor under the age of 18 years represented by his father and natural gurdian the said Sri Vinod Jhunjhunwala all hereinafter collectively called the CONFIRMING PARTIES (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors administrators agents and assigns) of the THIRD PART.



**WHEREAS** by a Conveyance dated 23rd February, 1950 and duly registered with the Registrar of Calcutta in Book No.1 Volume No.14 Pages 188 to 192 being No.515 for the year 1950 made between Raghunath Prasad Poddar therein called the Vendor and Smt. Bhagarathi Devi (since deceased) wife of the said Subh Karan Jhunjhunwalla (since deceased) therein called the Purchaser, the said Smt. Bhagarathi Devi (since deceased) for the consideration therein mentioned purchased All That the Northern portion of the house and premises No.5, Lord Sinha Road containing a four storeyed building and other structures



with revenue redeemed land containing an area of 2 Bighas 2 Cottahs 2 Chattacks 40 & 1/2 sq.ft thereof as stated in the body of the said Conveyance which area and premises has been particularly delineated also on the plan thereto annexed wherein the said land area is described as 2 Bighas 3 Kattahs and 40 and 1/2 sq.ft.

**AND WHEREAS** the said Smt. Bhagrathi Devi Jhunhunwalla (since deceased) purchased the said property out of her own funds unaided by any fund belonging to her husband or the members of her husband's family.

1000Rs.



AND WHEREAS on or about 5th July 1958 the said Smt. Bhagirathi Devi Jhunjunwala died testate having prior to her death made and published her last Will and testament dated 1st June 1958 whereby she appointed her father-in-law Bhagwandas Jhunjunwala (since deceased) and her husband Subh Karan Jhunjunwala (since deceased) to be the executors of the said Will.

AND WHEREAS by the said Will dated 1st June 1958 she the said Sm. Bhagirathi Debi Jhunjunwala gave devised and bequeathed





the said Premises No.5A, Lord Sinha Road, Calcutta to her four sons namely the said Raj Kumar Jhunjhunwala, Vijay Kumar Jhunjhunwala, Ashok Kumar Jhunjhunwala and Vinod Jhunjhunwala all of them then being minors under the age of 18 years to be held and enjoyed by them absolutely on attaining majority.

AND WHEREAS the said executors duly proved the said Will of the said Sm. Bhagirathi Debi Jhunjhunwala before the High Court at Calcutta in its testamentary and intestate jurisdiction and probate of the said Will was granted to the said executors by the said Court on 8th August 1959.



AND WHEREAS the said Bhagwandas Jhunjunwala died on 25th January 1967 and the said Subh Karan Jhunjunwala continued to administer the estate of the said Smt. Bhagirathi Debi Jhunjunwala as per the directions contained in the said Will.

AND WHEREAS in terms of an agreement dated 11th November 1978 made between the said Subh Karan Jhunjunwalla (as Landlord) on the one hand and Dataram Parolia, Ram Chandra Parolia, Purshottam Parolia, Anil Parolia and Pawan Parolia as tenants



on the other hand, it was recorded that the said Landlord had granted tenancy of the entire third floor of the four storied building being main block except stair case landing and Puja room at the said premises No. 5A, Lord Sinha Road, Calcutta effective from 10th November 1978 on the terms and conditions and at the rent therein recorded.

**AND WHEREAS** upon all the said (1) Raj Kumar Jhunjunwala, (2) Vijay Kumar Jhunjunwala, (3) Ashok Kumar Jhunjunwala and (4) Vinod Jhunjunwala (who were the Legatees) attaining majority, the said Subh Karan Jhunjunwala, the surviving



executor, at the requirement of the said legatees, by a Deed of Assent, dated 21st December 1978 registered in Book I, Volume No.221 Pages 32 to 36 being No.5905 for the year 1978 with the Sub Registrar of Assurances Calcutta assented to the legacy in favour of the said legatees jointly in respect of the said Premises No.5A, Lord Sinha Road, Calcutta with intent that the said property be vested in the legatees absolutely and for ever, each being entitled to an undivided 1/4th share.





AND WHEREAS by a Deed of Settlement dated 4th October, 1979 made between Raj Kumar Jhunjhunwala, Vijay Kumar Jhunjhunwala, Ashok Kumar Jhunjhunwala and Vinod Kumar Jhunjhunwala therein called the Settlers of the ONE PART Subh Karan Jhunjhunwala and Raj Kumar Jhunjhunwala therein called the Trustees and duly registered with the Registrar of Assurances Calcutta in Book No.1 as Being No.5327 for the year 1979 the said Settlers namely Raj Kumar Jhunjhunwala, Vijay Kumar Jhunjhunwala, Ashok Kumar Jhunjhunwala and Vinod

Kumar Jhunjhunwala with a view to make provisions for the several persons namely Ajay Kumar Jhunjhunwala, Sandeep Kumar Jhunjhunwala, Krishna Kumar Jhunjhunwala all sons by Smt. Puspa Devi Jhunjhunwala being second wife of the said Subh Karan Jhunjhunwala granted, transferred and conveyed unto the said trustees namely Subh Karan Jhunjhunwala and Raj Kumar Jhunjhunwala (A) That piece or parcel of revenue free land containing an area of 5 Cottahs 8 Chatacks 34 sq.ft. more or less situate at and being a divided and demarcated Northern Eastern portion of Premises No. 5A, Lord Sinha Road, Calcutta and shown within RED borders on the plan thereto annexed and the said trust was known and named as ASK Trust Estate, on the trusts and for the benefits of the said beneficiaries as stated therein.

**AND WHEREAS** Subh Karan Jhunjhunwala one of the trustees appointed under the deed of settlement dated 4th October 1979 died on 27th October 1980; and thereafter by a deed of appointment dated 7th May 1982 registered in Book I being No.3861 at the office of Sub Registrar of Assurances, Calcutta one Pawan Kumar Nathani was appointed a trustee.

**AND WHEREAS** by an award dated 14th September, 1982 made by the Arbitrators Pawan Kumar Nathani and Ram Avatar Saraf and duly registered with the Registrar of Assurances Calcutta in Book No. 1, as Deed No.8102 for the year 1982, it was awarded that the said Raj Kumar Jhunjhunwala for self and as Karta of his branch of Mitakshara Hindu Joint Family and Vijoy Kumar Jhunjhunwala for self and as Karta of his branch of

Mitakshara Hindu Joint Family and Ashok Kumar Jhunjhunwala for self and as karta of his branch of Mitakshara Hindu Joint Family shall transfer their right, title and interest in flat No. 8 of the building constructed on the Western side in Premises No.5A, Lord Sinha Road, Calcutta to Vinod Kumar Jhunjhunwala, for self and as Karta of his branch of Mitakshara Hindu Joint Family, Ajoy Kumar Jhunjhunwalla, Sandeep Kumar Jhunjhunwalla, Krishna Kumar Jhunjhunwalla, Smt. Rita Devi wife of Binod Kumar Jhunjhunwalla and Smt. Puspa Devi wife of Subhkaran Jhunjhunwalla deceased as may be decided between them, by way of gift with direction that the said gift shall be effected after 4th October, 1983 by the said Raj Kumar Jhunjhunwalla, Vijoy Kumar Jhunjhunwalla and Ashok Kumar Jhunjhunwalla in favour of the said persons; and by the said Award it was also adjudged and awarded by way of confirmation that the said Raj Kumar Jhunjhunwalla, Vijoy Kumar Jhunjhunwalla and Ashok Kumar Jhunjhunwalla and Vinod Kumar Jhunjhunwalla were entitled absolutely to the said premises No.5A, Lord Sinha Road, Calcutta in terms of the Deed of Assent dated 21st December, 1978 except as to the said 5 Kottah 8 Chittack and 34 sq.ft. morefully described in the Deed of Settlement dated 4th October, 1979 in respect whereof the said Raj Kumar Jhunjhunwalla, Vijoy Kumar Jhunjhunwalla, Ashok Kumar Jhunjhunwalla and Vinod Kumar Jhunjhunwalla did make settlement in favour of the said Ajoy Kumar Jhunjhunwalla, Sandeep Kumar Jhunjhunwalla and Krishna Kumar Jhunjhunwalla, and the Vendors have contended that in the events, the Vendors are continuing to hold the said flat subject to performance of the several terms and directions of the said Award to the fulfilled by the parties to dispute

named in the said award.

AND WHEREAS the remaining premises No.5A, Lord Sinha Road, Calcutta with the said main building on the Eastern side and the new building on the western side and other constructions and has been since numbered as Municipal Premises No.5A/1A, Lord Sinha Road, Calcutta morefully described in the First Schedule hereunder written.

AND WHEREAS in the events aforesaid, the said Vendors thus continued to hold, possess and own absolutely and free from all obligations premises No. 5A, Lord Sinha Road, Calcutta save and except the said :

- (a) All that piece or parcel of revenue free land containing an area of 5 Cottah 8 Chhattack and 34 sq.ft. situate at and being divided and demarcated northern portion of Premises No.5A, Lord Sinha Road, Calcutta, transferred by the said Deed of Settlement dated 4th October, 1979 unto the said trustees Subhakaran Jhunjhunwalla, Raj Kumar Jhunjhunwalla and
- (b) The said flat No.8 in the said western building on the 1st floor thereof which building is lying constructed on the western portion of premises No.5A, Lord Sinha Road, Calcutta which flat has been directed to be transferred by way of gift as per the said award dated 14th September, 1982.



**AND WHEREAS** the following agreements of sale all dated 9th February, 1989 were made between the following vendors as Vendor in favour of the following company as Purchaser which were duly registered as hereinafter stated with the Registrar of Assurances, Calcutta in Book No.1.

<u>Name of Vendor</u>	<u>Name of the Purchaser</u>	<u>Particulars of Registration</u>
1. Vijay Kumar Jhunjhunwala	Hall Mark Consultants Pvt. Ltd.	As Being No.1512 for the year 1989.
2. Vinod Kumar Jhunjhunwala	- Do -	As Being No. 1513 for the year 1989.
3. Raj Kumar Jhunjhunwala	- Do -	As Being No. 1514 for the year 1989.
4. Ashok Kumar Jhunjhunwala	- Do -	As Being No. 1515 for the year 1989.

**AND WHEREAS** by the aforesaid respective agreements each of the abovenamed Vendor on the terms, conditions and considerations therein mentioned agreed to sell to the said purchaser Hall Mark Consultants (P) Ltd. an undivided 1/4th right title share and interest of each of the said respective Vendors in a demarcated portion of Premises No.5A/1A, Lord Sinha Road, Calcutta containing 2 Cottahs 10 Chattacks 26 Sq.ft. being on the Southern Eastern side of the said Premises No.5A, Lord Sinha Road, Calcutta and with the rights. to the said Hall Mark Consultants. of the way in respect of hatched portion of the common passage shown in the plan thereto annexed and the said Purchaser was in terms of the said respective agreements entitled to make construction

of a building as per sanctioned plan No.40/111 dated 25.08.1981 on the said demarcated southern side portion containing 2 Kattahs 10 Chhattaks 26 Sq.ft. as stated therein and it was agreed interalia that the municipal taxes of the said constructions shall from the date therein stated be borne and paid by the said Hall Mark Consultants Pvt. Ltd. and it was also agreed that the said respective Vendors shall grant and convey his undivided 1/4th share in the said demarcated portion within 12 months from the date of execution of the said respective agreements but such conveyances have not yet been granted.

**AND WHEREAS** by a lease dated 15th April 1992 made between the said Vendors namely Raj Kumar Jhunjhunwala, Vijay Kumar Jhunjhunwala, Ashok Kumar Jhunjhunwala and Vinod Jhunjhunwala therein called the Lessors and Puranmali Agarwal and Ashok Kumar Agarwala therein called the Lessees duly registered with the Registrar of Assurances Calcutta in Book No.1 as Deed No.8612 for the year 1992 the said Lessors at the rent and on the terms conditions and covenants therein stated demised and granted in favour of the said Lessees by way of a lease for 31 years commencing from 1st April 1992 All that Flat No. 12 on third floor of Western side building at Premises No.5A, Lord Sinha Calcutta containing an area of 1200 sq.ft. and one servants quarter on the ground floor and right to park one car at the open car parking provided in the said building and described in the schedule thereunder written Together with the common right with the Lessors and other tenants and occupiers to use the lift, stair cases,

lands and all other easements therein subject to the tenancy of the said demised premises in favour of Binod Kumar Jain and Madanlal Jain.

**AND WHEREAS** by a registered deed of Transfer dated 4th August 1990 the said Raj Kumar Jhunjhunwala and Pawan Kumar Nathany acting as trustees under the registered deed of settlement dated 4th October 1979 in exercise of the powers then enabling with the concurrence of the Vendors transferred in favour of Ajay Kumar Jhunjhunwala, Sandeep Kumar Jhunjhunwala and Krishna Kumar Jhunjhunwala in equal shares All that piece of parcel of revenue free land containing 5 Kattals 8 Chittacks and 34 sq.ft. being the said divided and demarcated portion on the north eastern side of 5A, Lord Sinha Road, Calcutta with the four storied building constructed thereon or on part thereof duly freed and discharged from all manners of trusts uses and provisions created by and under the said registered deed of settlement dated 4th October 1979 in the manner therein stated.

**AND WHEREAS**

- (a) By an agreement dated 28th July, 1995 made between Raj Kumar Jhunjhunwala as Vendor of the one part and Fixodeal Financial Services Pvt. Ltd. as Purchaser of the other part, the said Raj Kumar Jhunjhunwala has agreed to sell and transfer in favour of the said Fixodeal Financial Services Pvt. Ltd. his undivided 1/4th share in the said one flat on the ground floor of the said main

building block comprising 3885.04 sq.ft. with undivided proportionate share in land underneath the said main building and also one servant's quarter on the ground floor of the rear (Western) building and one covered car parking space and one car parking in open space also on the ground floor of the rear (Western) building space and rights in open lawn containing 1051.25 sq.ft. on the ground floor to the said Purchaser on the terms and conditions and consideration stated in the said agreement.

- (b) By an agreement dated 28th July, 1995 made between Vijay Kumar Jhunjhunwala as Vendor of the one part and Fixodeal Financial Services Pvt. Ltd. as Purchaser of the other part, the said Vijay Kumar Jhunjhunwala has agreed to sell and transfer in favour of the said Fixodeal Financial Services Pvt. Ltd. his undivided 1/4th share in the said one flat on the ground floor of the said main building block comprising 3885.04 sq.ft. with undivided proportionate share in land underneath the said main building and also one servant's quarter on the ground floor of the rear (Western) building and one covered car parking space and one car parking in open space also on the ground floor of the rear (Western) building spaces and rights in open lawn containing 1051.25 sq.ft. on the ground floor to the said Purchaser on the terms



and conditions and consideration stated in the said agreement.

(c) By an agreement dated 28th July, 1995 made between Ashok Kumar Jhunjhunwala as Vendor of the one part and Fixodeal Financial Services Pvt. Ltd. as Purchaser of the other part, the said Ashok Kumar Jhunjhunwala has agreed to sell and transfer in favour of the said Fixodeal Financial Services Pvt. Ltd. his undivided 1/4th share in the said one flat on the ground floor of the said main building block comprising 3885.04 sq.ft. with undivided proportionate share in land underneath the building and also one servant's quarter on the ground floor of the rear building and one covered car parking space also on the ground floor of the rear building and one car parking space and rights in open lawn containing 1051.25 sq.ft. on the ground floor to the said Purchaser on the terms and conditions and consideration stated in the said agreement.

(d) By an agreement dated 28th July, 1995 made between Vinod Kumar Jhunjhunwala as Vendor of the one part and Fixodeal Financial Services Pvt. Ltd. as Purchaser of the other part, the said Binod Kumar Jhunjhunwala has agreed to sell and transfer in favour of the said Fixodeal Financial Services Pvt. Ltd. his undivided 1/4th share in the said one flat on the ground floor of the said main

building block comprising 3887.04 sq.ft. with undivided proportionate share in land underneath the building and also one servants quarter on the ground floor of the rear building and one covered car parking space also on the ground floor of the rear building and one open car parking space and open lawn containing 1051.25 sq.ft. on the ground floor to the said Purchaser on the terms and conditions and consideration stated in the said conveyance.

**AND WHEREAS** the several flats of the new building on Western side are in occupation of the tenants with right of car parking and right of occupation of servants quarter and some of the tenancies are governed by the terms and conditions contained in related writings evidencing the rights of tenancy and the occupation and rights of occupation of Deorah & Co. Universal Filter Co. and Md. Shahmuddin are in dispute and denied by the vendors.

**AND WHEREAS** the Vendors have stated that roof of the said new building block on the Western side is in the possession of the Vendors and is connected with the main building by a overhead bridge between the main building and the said western side new building and the portion beneath the said bridge is in control of the tenants namely Ramchandra Parolia & Ors.

**AND WHEREAS** the Vendors have represented to the said

Purchaser that

- a) Md. Sahamuddin is a tenant of one out house (servants quarter) in the Western building and following litigations with him are pending. (I) Md. Shahmuddin Vs Rajkumar Jhunjhunwala & Others petition U/S 144 Cr P. Code before MM 11th Court Calcutta (II) TS 2399 OF 1994 Rajkumar Jhunjhunwalla & Others Vs Md. Shahmuddin (III) Application by the Defendant Md. Shahmuddin FMAT 2647 of 1994 for stay of Order dt 8/8/94 Sl. No. 7. (IV) Another FMAT filed by Md. Shahmuddin for stay of order dt. 28/11/94 as in Sl No 15. and several proceedings have taken place in the said litigations.
- (b) There is another tenant named as Vinar Systems Ltd. in the Western Building, who is occupying a space for generator as a tenant for the same. The rent paid by the said Vinar is Rs. 50/- per month.
- (c) One N.K. Sodani is a tenant of one godown below stair case on the southern side of the new building on western side and the tenancy is a monthly tenancy. The tenant paid Rs.125/- per month as monthly rent.
- (d) Flat No.7 on the western side new block was let to uniyersal fliter company. They are not paying rent many years.
- (e) Flat No.8 in the new block lying constructed on

the western side is already directed to be transferred by way of gift to Vinod Kumar Jhunjhunwalla, Ajoy Kumar Jhunjhunwalla, Sandeep Kumar Jhunjhunwalla, Krishna Kumar Jhunjhunwalla, Rifa Devi and Puspa Devi as per the registered Award dated 14th September, 1982 and the said flat is not intended to be transferred by the Vendors.

- (f) Flat No.4 in the Western Block was in occupation of unifilter Company Pvt. Ltd. The (Vendors) Landlords had filed a suit against it for recovery of possession. The said suit had been decreed - Thereafter the Vendors inducted Sri Sudarshan Lohia and Sanjay Lohia who are occupying the said flat. The said Unifilter Co. Pvt. Ltd. has filed a suit against the vendors challenging the induction of the said Sudarshan and Sanjay Lohia on the ground that the Landlords have breached the basis of the decree. The Vendors do not have records or details of the said disputes and have disclosed the above facts based on memory.
- (g) Flat No. 3 on the second floor in South block of the western building was granted in favour of Deora Company represented by Sri Mohanlal Deora at the total sum of Rs.1500/- out of which of Rs.1000/- per month to be paid as rent and Rs.500/- was to be paid as service charges and Rs.165/- per month for Municipal Taxes. Such amount has not been paid since about 1994 the



Landlords (Vendors) issue one bill for Rs.1500/- containing two items one for rent and the other for service charges. The said Deora company has been according to the knowledge of the Vendors depositing the rent with the Rent Controller. The said Deora Company has granted sub tenancy to Bharat Refractories Ltd. a Government of India undertaking out of the tenanted portion on the basis of sub tenancy. The rent paid by sub tenant is about Rs.6000/- per month which as per the estimation of the Vendors must have been increased substantially. There are differences with the said occupier and that the vendors are entitled.

- (h) the said Subh Karan Jhunhunwalla (deceased) after the death of the said Bhagarathi Devi Jhunhunwalla married again with one Smt. Puspa Devi Jhunhunwalla and out of the second marriage being the three sons have been born and that neither the said Smt. Pushpa Devi Jhunhunwala nor any of her said sons has any right title claim and interest in the said premises No. 5A/1A Lordsinha Road, Calcutta.
- (i) the vendors have not created any encumbrance charge and liability on the said entire premises No. 5A/1A, Lord Sinha Road, Calcutta save the obligations subsisting under the said agreements with Hallmark Consultants Pvt. Ltd. Amrapali Enterprises P. Ltd.

AND WHEREAS the Vendors have for the sake of convenience of management and administration have made two lots of the said entire remaining Premises No.5A/1A, Lord Sinha Road, Calcutta being

- (a) All that demarcated lot (marked and called Lot "A") containing the main building standing on the Eastern side together with All that piece or parcel of land containing an area of 21 Cottah 7 Chhattack 8 sq.ft. (equivalent to 1434.68 Sq.mt.) approximately described in the plan hereto annexed.
- (b) All that demarcated lot (marked and called Lot "B") containing the said four storied building standing on the Western side of the property together with All that piece or parcel of land containing 17 Cottah 7 Chhattack and 7 sq.ft. (equivalent to 1166.94 Sq.mtrs.) more or less described in the plan hereto annexed.

AND WHEREAS to avoid any dissension of views and decision between the Vendors themselves relating to the affairs of the said property containing the said Lot "A" and Lot "B" (excepting flat B in western building) described shown in the plan hereto annexed. The Vendors have decided to sell and transfer the said respective lots "A" and "B" intending Purchasers in one or more shares as shall be available.

AND WHEREAS the Vendors have agreed to sell and the

Purchasers have agreed to purchase an undivided 1/8th share in the said Lot "B" being the demarcated Western portion containing the said Western new building (but saving and excepting flat 8 contained in the said Western building) and the block of garages and quarters Together with All that pieces or parcels of separated land containing an area of 17 Cottahs 7 Chatacks 7 Sq.ft. (equivalent to 1166.94 sq.mtrs.) more or less formed out of the said Premises No.5A/1A, Lord Sinha Road morefully shown within RED border on the plan hereto annexed and described in the Second Schedule hereunder written at the price of Rs. 13,50,000/- (Rupees Thirteen Lacs Fifty Thousand) only free from encumbrances charges but subject to subsistence of tenancies of the tenants and occupation of defamatory and on the terms and conditions hereinafter stated.

AND WHEREAS respective confirming party is related to the respective vendor as clearly disclosed hereinbefore and is interested in the respective Mitakshara Hindu Joint family of the respective vendor and has agreed to confirm the sale of the rights of the respective vendor as the sale is for the benefits of the each of such Hindu Joint Family and is aimed to raise funds to liquidate a huge outstanding liability of municipal tax and other compelling requirements.

NOW THIS INDENTURE WITNESSETH and as follows :-

1. In the premises aforesaid and in pursuance of the said agreement and in consideration of a sum of Rs. 13,50,000/-

(Rupees Thirteen Lacs Fifty Thousand) only of lawful money of the Union of India well and truly to the Vendor paid by the Purchaser at or before the execution hereof (the receipt whereof the said Vendors do hereby and also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit release and discharge the said Purchaser and the said undivided 1/8th share of the Vendors in the said lot "B" morefully described in the Second schedule hereunder written) the said Vendors do hereby absolutely and indefeasably sell grant transfer convey assign and assure unto and in favour of the Purchaser All that the said 1/8th part undivided and impartible share right title and interest of the said Vendors in and appurtenant to the said lot "B" containing the said Western side building (excepting their ownership right of flat 8 on 1st floor Northern side in Western building) and also excepting the attributable proportionate undivided indivisible variable share in land and the block of garages and quarters side Together with remaining undivided indivisible variable proportionate share in All that demarcated piece or parcel of land containing an area of 17 Cottahs 7 Chattacks 7 Sq.ft. (equivalent to 1166.94 Sq.mtrs.) more or less (being demarcated and separated portion) formed out of the said Premises No. 5A/1A, Lord Sinha Road, Calcutta described in Second Schedule hereunder written Together with like undivided share in structures yards courts areas fences water sewerage drains water water courses fixtures liberties privileges and appurtenances whatsoever thereto belonging or held or in occupation thereof AND the estate right title and interest whatsoever of the vendors in to or upon and in

respect of the said undivided 1/8th share in the said Lot-B and every part thereof AND all rents issues and profits thereof AND ALSO all the legal incidents thereof AND all deeds pattas writings and evidence of title exclusively relating thereto free AND TO HAVE AND TO HOLD the same absolutely for ever as a heritable and transferable estate subject to (a) the rights of the said Amrapali Enterprises Pvt. Ltd. to the conveyances of also a portion of Western side included in Lot "B" and (b) subject to occupation of various flats by tenants and also subject to occupation of some flats by defaulters and (c) the rights of the Owners of Lot "A" and all persons claiming from them including the occupiers of the building erected in Lot "A" to the common use and benefits in the existing under ground drainage cables water lines pipe lines laid and benefits in common by the persons of main building and western building and all other utilities of use and existing on or beneath the land contained in also Lot "B" But otherwise free from encumbrances charges claims demands liabilities attachments restrictions trusts alignments and requisitions whatsoever.

2. The said Vendors do hereby covenant with the Purchasers as follows :-

- (a) That notwithstanding any act deed or thing by the Vendors or their Predecessor-in-Title they the said Vendors have good right full power and absolute authority to grant convey and transfer the said undivided 1/8th share right title and interest of

the Vendors in the said Lot "B" described in the second schedule hereunder written unto the Purchaser in the manner aforesaid **AND** that the said Purchaser shall and may 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 demand by the Vendors or any person or persons having or lawfully claiming under or in trust for the said Vendors or any of their Predecessor-In-Title **AND** that free from all encumbrances created or suffered by the vendors or any of their Predecessor-In-Title or any person having or lawful claims as aforesaid **AND** further that they the said Vendors and all persons having or lawfully claiming any estate or interest in the said Lot "B" described in the second schedule hereunder written or any part thereof from under or in trust for the vendors or from any of their Predecessor-In-Title shall and will at all times hereafter at the requests and costs of the Purchaser do and execute and cause to be done and executed All such acts deeds and things whatsoever for further and more perfectly assuring the said undivided 1/8th share of the said lot "B" and every part thereof unto the purchaser according to the intentions hereof as may be reasonably required **AND** further that the said Vendors do not suffer from any attachment or restraint in selling and transferring undivided 1/8th share in the said lot "B" in favour of the

Purchaser in the manner aforesaid under the Provisions of Income Tax Act 1961 and/or under any Order and Decree of a Civil Court of Competent Jurisdiction **AND** also that the said Purchaser shall be freed cleared and absolutely discharged and kept saved harmless and indemnified against all charges liens claims dependence debottar or trust and demands whatsoever made suffered by the Vendors or any person or persons claiming from under or in trust for the Vendors (Save as recited above) **AND** further that the said Vendors have not done made and executed or knowingly suffered or been a party to any act deed or thing whereby or by reason whereof the said undivided 1/8th share in the said Lot "B" hereby sold and transferred or conveyed or expressed so to be, is encumbered in title **AND** further that (save as excepted as stated hereinafter) the said vendor shall clear up and pay bear and satisfy all outstanding liabilities for unpaid municipal taxes of 3A/1A, Lordsinha Road, Calcutta and all penalties and interest in that behalf up to the date hereof **EXCEPTING** the liability for municipal taxes interest and penalty etc. payable for the construction areas contained in the building constructed by Hall Mark Consultants Pvt. Ltd. agreed to be borne by it in terms of the inpart recited registered 4 agreements dated 9th February 1989 and also penalties arising due to construction made by Hall



Mark Consultants in breach/deviation of the sanctioned plan and the liabilities which have been assumed by Hall Mark Consultants Pvt. Ltd. AND That the Purchaser shall be free and entitled absolutely without any further consent of the Vendors to take all steps in the said pending litigations relating to the various portions of building and structures constructed in Lot "B" and to continue defend or compromise the said litigations in such manner and on such terms and conditions and at their costs as shall be deemed expedient by the said Purchasers without recourse to the said vendors and without any kind of monetary or other responsibilities of the Vendors in that behalf; AND for that purpose to do all act and things including applying for substitution of the name of the said purchaser as being entitled to the said undivided 1/8th share in the said Lot "B" hereby sold in the said pending litigations and to prosecute or defend and deal with the same as aforesaid.

3. The confirming parties hereby consent ratify accept and confirm the sale of the undivided 1/8th share in the said Lot for the price and in the premises herein stated.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT premises No. 5A/1A, Lord Sinha Road, Calcutta containing revenue free land measuring 36 Cottahs 10 Chittacks & 1/2 Sq.ft. more or less (which has been found to

invariance with that stated in the sanctioned plan No. 40/111 dated 25/8/1981 and with exact area ascertained on measurement) **TOGETHER WITH** a main (old) building on the from side containing a ground floor and three upper stories and also another building situated on the Western side (new building) containing a ground floor and four upper stories and together with constructions and structures standing thereon or on part thereof comprised in holding No. 65 Block XIX of the South Division in Municipal Ward No. 63 within the limits of Calcutta Municipal Corporation and butted and bounded -

- On the East - By Lord Sinha Road.
- On the West - By 55 & 55/1, Chowringhee Road, Calcutta.
- On the North - By partly by premises No. 5A/1B, Lord Sinha Road, Calcutta and partly by 4, Lord Sinha Road, Calcutta (which No. 4, Lord Sinha Road has been in some documents stated as 6, Lord Sinha Road, Calcutta.
- On the South - By No. 5B, Lord Sinha Road, Calcutta.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT undivided 1/8th part or share in Western building (contained a ground floor and four upper floors) lying situate on the Western Side (facing main building of Lot "A" leave and except the rights and ownership of flat 8 on North side on first floor of said building and proportionate undivided indivisible ownership in land) Together with remaining undivided proportionate indivisible and variable share of All That demarcated piece or parcel of land containing an area of 17 Cottahs 7 Chattacks and 7 Sq.ft. (equivalent to 1166.94 Sq.mtrs.) being Lot "B" and being the separated and demarcated portion lying situate on the Western side formed out of the said remaining premises No. 5A/1A, Lord Sinha Road, Calcutta comprised in CMC Ward No. 63 and within P.S. Shakespeare Sarani in the town of Calcutta which demarcated portion is delineated within RED borders on the plan hereto annexed and butted on the West by 55 and 55/1, Chowringhee Road and on the East by Lot "A" shown in the annexed plan and on the North partly by 5A/1B, Lord Sinha Road and partly by 6 Lord Sinha Road, Calcutta and on the South 514, Lord Sinha Road, Calcutta.

OR HOW SOEVER OTHERWISE the same was heretofore and is now and shall hereafter be called known numbered described distinguished expressed or refuted to so be.

IN WITNESS WHEREOF the Parties hereto have executed signed and delivered these presents the day month and year first

above written.

**SIGNED SEALED AND DELIVERED** by

the **VENDORS** at Calcutta in the

presence of :-

Satya Priya Basu  
Solicitor & Advocate  
Calcutta

B. Ghosh - Advocate

Asst. to B.M. Bagaria Esq  
6, Old Post Office St.  
Cal.

1. Raj Kumar Thakur Thakurwala
2. Nigasthewas Ghosh Ghoshwala
3. Ashok Kumar Thakur Thakurwala
4. Vinod Kumar Thakur Thakurwala



**SIGNED SEALED AND DELIVERED** by

for **MAKALI PROPERTIES PVT LTD**

the **PURCHASERS** at Calcutta in

the presence of :-

Satya Priya Basu  
B. Ghosh

*[Signature]*  
(MUKUL AGARWAL)

**SIGNED SEALED AND DELIVERED** by

the **CONFIRMING PARTIES** at

Calcutta in the presence of :-

Satya Priya Basu  
B. Ghosh

1. Binola Devi Thakur Thakurwala
2. ~~Thakur Thakurwala~~
3. Alka Devi Thakur Thakurwala
4. Minus Thakur Thakurwala
5. Suddharth Thakur Thakurwala  
plus Thakur Thakurwala by the pen of
6. Ashok Kumar Thakur Thakurwala  
Father and Natural Guardian
7. Anant Thakur Thakurwala by the pen of  
Ashok Kumar Thakur Thakurwala  
Father and Natural Guardian
8. Anant Thakur Thakurwala by the pen of  
Vinod Kumar Thakur Thakurwala  
Father and Natural Guardian



RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 13,50,000/- (Rupees Thirteen Lacs Fifty Thousand) only being the within stated consideration money as per memo below:

MEMO OF CONSIDERATION:

<u>By cheque No.</u>	<u>Bank :</u>	<u>Date :</u>	<u>in favour of :</u>	<u>Amount</u>
378003	UTI Bank Ltd. Lord Sinha Road	27.6.2001	Ashok Kumar Jhunjhunwala	Rs. 3,12,500/-
378008	"	28.6.2001	"	Rs. 25,000/-
378004	"	27.6.2001	Raj Kumar Jhunjhunwala	Rs. 3,12,500/-
378009	"	28.6.2001	"	Rs. 25,000/-
<b>Witnessed:</b>				
378005	"	27.6.2001	Vijay Kumar Jhunjhunwala	Rs. 3,12,500/-
378010	"	28.6.2001	"	Rs. 25,000/-
378007	"	27.6.2001	Vinod Jhunjhun- wala	Rs. 3,12,500/-
378011	"	28.6.2001	"	Rs. 25,000/-
				<u>Total Rs. 13,50,000/-</u>

Witnessed by:

Satya Priya Bani

B. Ghosh

(Rupees thirteen lacs fifty thousand only)

Raj Kumar Jhunjhunwala  
Ashok Kumar Jhunjhunwala

Vinod Kumar Jhunjhunwala



Registered in —  
 Book No. 1  
 Volume No. 1  
 Page No. 1  
 Folio No. 4426  
 for the year 2001

DATED THIS 30th DAY OF June 2001

B E T W E E N

RAJ KUMAR JHUNJHUNWALLA  
BIJAY KUMAR JHUNJHUNWALLA  
ASHOK KUMAR JHUNJHUNWALLA  
VINOD KUMAR JHUNJHUNWALLA

VENDORS

A N D

SMT. BIMALA JHUNJHUNWALA & ORS.

CONFIRMING PARTIES

T O

MA KALI PROPERTIES PRIVATE LTD.

PURCHASER

*Additional Register of...*

CONVEYANCE

19.01.04

(relating to undivided 1/8th share of Lot "B" formed out of remaining portion of 5A/1A, Lord Sinha Road, Calcutta.

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

*Additional Register of Assets...*

30/6/01



**Owners of land situated at 5A/1C Lord Sinha Road, Kolkata – 700071 under P.S. –Shakespeare Sarani, Kolkata – 700071 with details of register deeds bearing number mentioned below.**

- (1) SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED** (PAN AAEC2155H ), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071, **(2) BALAJI HOUSING COMPLEX PRIVATE LIMITED** (PAN AABCB0941R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071 **(3) BIMLA PROPERTIES PRIVATE LIMITED** (PAN AABCB0584G ), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(4) CRYSTAL PROPERTIES PRIVATE LIMITED** (PAN AABCC0632N), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(5) K.S. MARKETING PRIVATE LIMITED** (PAN AACCK1678D), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(6) PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED** (PAN AABCP5847Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(7) MUKUL HOUSING PRIVATE LIMITED** (PAN AABCM7943E), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, **(8) ANGELS HOUSING COMPLEX PRIVATE LIMITED** (PAN AACCA1923H), a Company within the meaning of the Companies Act 2013 having its registered office

at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(9) **MA KALI PROPERTIES PRIVATE LIMITED** (PAN AADCM1468Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(10) **NEEL KAMAL HOUSING PRIVATE LIMITED** (PAN AABCN5608H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, (11) **TRISHUL BINIMOY PRIVATE LIMITED** (PAN AABCT7873J), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(12) **VINAYAK BINIMOY PRIVATE LIMITED** (PAN AABCV6104C), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(13) **VINAYAK PLAZA MAKERS PRIVATE LIMITED** (PAN AABCV6328A), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(14) **YAMUNA BINIMOY PRIVATE LIMITED** (PAN AAACY1840K), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(15) **YOGAMAYA BINIMOY PRIVATE LIMITED** (PAN AAACY1839Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, and (16) **YOGSIDDHI BINIMOY PRIVATE LIMITED** (PAN AAACY1838R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071

Sl.No.	Purchaser	undivided Share conveyed out of the said Lot "A"	Deed No.
1.	Shree Biharijee Properties Private Limited	1/8 <sup>th</sup> share	4397
2.	K.S. Marketing Private Limited	1/8 <sup>th</sup> share	4399.
3.	Crystal Properties Private Limited	1/8 <sup>th</sup> share	4400
4.	Angels Housing Complex Private Limited	1/8 <sup>th</sup> share	4404
5.	Pioneer Land & Building Developers Private Limited	1/8 <sup>th</sup> share	4406
6.	Mukul Housing Private Limited	1/8 <sup>th</sup> share	4407
7.	Balaji Housing Complex Private Limited	1/8 <sup>th</sup> share	4412
8.	Bimla Properties Private Limited	1/8 <sup>th</sup> share	4414
9.	Yamuna Binimoy Private Limited	1/8 <sup>th</sup> share	4411
10.	Yogamaya Binimoy Private Limited	1/8 <sup>th</sup> share	4416
11.	Trishul Binimoy Private Limited	1/8 <sup>th</sup> share	4420
12.	Vinayak Plaza Makers Private Limited	1/8 <sup>th</sup> share	4421
13.	Vinayak Binimoy Private Limited	1/8 <sup>th</sup> share	4423
14.	Yogsiddhi Binimoy Private Limited	1/8 <sup>th</sup> share	4424
15.	Neel Kamal Housing Private Limited	1/8 <sup>th</sup> share	4426
16.	Ma Kali Properties Private Limited	1/8 <sup>th</sup> share	4428