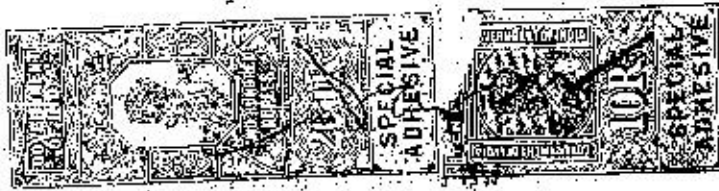


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(1)

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[Handwritten notes: 18, 30/-, N: 2/-, Total Rs. 10/-]

[Handwritten notes: 8/-, 6/-, 10/-, 42/-, etc.]

THIS INDENTURE made this *twentieth* day of *September* in the Christian year one thousand nine hundred and thirty-seven BETWEEN KUMAR KRISHNA MITTER son of Kshirode Gopal Mitter, deceased, by caste -- Kayastha by occupation land-holder of No.14, Ahiritolla Street in the town of Calcutta hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context or subject be deemed to include his heirs executors administrators and representatives) of the One Part and JHABARMULL JALAN son of Krishna Dayal Jalan by caste Agarwal by occupation -- Merchant at present residing at No.113A, Chittaranjan Avenue in Calcutta aforesaid and MADHO PRASAD JALAN son of Monohar Das Jalan, deceased, by Caste Agarwal by occupation Merchant, at present residing at No.74, Burtolla Street also in Calcutta aforesaid hereinafter collectively referred to as the "PURCHASERS" (which expression

Pro
of
of 18
of 18
Office by



Jhabarmall Jalan
Jhabarmall Jalan
Kerajaan
1935

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Satyajit Dasgupta as
attorney for Kamesh
Krishna Mittal

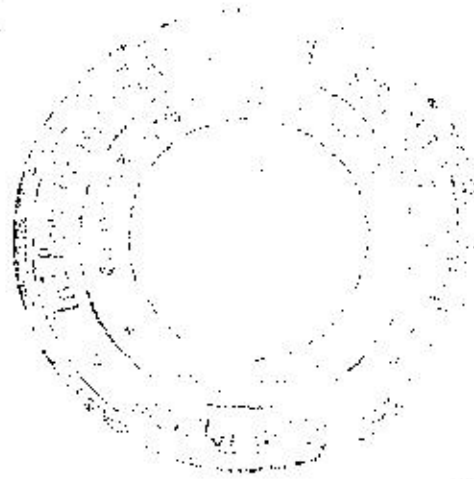
Exhibit 5

Account of Satya Dasgupta
and his family members
of 1/11, Bonamahal
Kolkata, Dist. Jalpaiguri.
Certificate of Mr. Rajanath
as agent for the execution
of the will of Kamesh Mittal
a general probate of the will no.
100 of 1935, and the will of
the deceased Kamesh Mittal
Kamesh Mittal who is a member
of the Board of Directors of
the National Bank of India
102, New Market, Calcutta.

1935

Signature

expression shall unless excluded by or repugnant to the context or subject be deemed to include their respective heirs executors administrators representatives and assigns) of the Other Part: WHEREAS the said Khirode Gopal Mitter (since deceased) the -- father of the Vendor had acquired or purchased during his life time, under several conveyances and pattans, the Mourashi Makrari land hereditaments and premises hereunder described and intended to be hereby granted transferred or conveyed AND WHEREAS the said Khirode Gopal Mitter died intestate in July one thousand nine hundred and thirty-five, governed by the Bengal School of Hindu Law, leaving the Vendor his only son and sole heir him surviving AND WHEREAS the Vendor is absolutely seized and ---" possessed of or otherwise well and sufficiently entitled as of an estate of inheritance in possession to the Mokarari Mourashi land hereditaments and premises No.51, Stark Road, Lillooah Howrah more fully and particularly described in the Schedule hereunder written AND WHEREAS the Vendor has agreed with the Purchasers for the absolute sale to them in equal shares of the said land hereditaments and premises at or for the price of Rs.13,750/- (Rupees Thirteen thousand seven hundred and fifty) free from encumbrances but subject nevertheless to the payment of the fixed annual rents detailed in the Schedule hereunder written NOW THIS INDEMPURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.13,750/- (Rupees Thirteen thousand seven hundred and fifty) to the Vendor by the Purchasers in equal shares paid at or before the execution of these --- presents (the receipt whereof the Vendor doth hereby admit and acknowledge and from the same and every part thereof doth hereby release the Purchasers as also the said land hereditaments and premises) the Vendor doth hereby grant convey and transfer unto the



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the Purchasers in equal shares ALL THAT piece or parcel of ---
Mokarari Mourashi land containing an area of about 15 (Fifteen)
bighas more and less comprised of several plots of land, being
premises No.51, Stark Road (also known as No.40, Malipanchghara
Road) Lillooah in the District of Poonah more particularly --
described in the Schedule hereunder written and delineated and
coloured red in the Plan annexed hereto and paying therefor the
fixed annual rents hereinafter detailed in the said Schedule --
hereto or howsoever otherwise the said land hereditaments and
premises or any part thereof now are or is or heretofore were
or was situated, tenanted, butted, bounded, called, known, numbered,
described or distinguished together with all buildings, huts,
structures, out-houses, fixtures, yards, courts, areas, sewers,
drains, ways, paths, passages, commons, fences, walls, water,
water-courses, tanks, ancient and other lights, easements, --
advantages, appendages and appurtenances whatsoever to the said
land hereditaments and premises or any part thereof belonging
or now are or heretofore were used, occupied or enjoyed And the
reversion or reversions, remainder or remainders, rents, issues and
profits thereof And all the estate, right, title, interest, property,
claim and demand whatsoever both at law and in equity of the
Vendor in, to and upon the same And all deeds, pottahs, muniments
whatsoever which in any wise relate to the said land hereditaments
and premises or any part thereof TO HAVE AND TO HOLD the said
land hereditaments and premises hereby granted and conveyed or
expressed or intended so to be and every part thereof unto and
to the use of the Purchasers absolutely and for ever but subject
to the payment of the fixed annual rent hereinafter detailed
And the Vendor doth hereby covenant with the Purchasers jointly
and separately with each of them that notwithstanding any act,
deed or thing by the Vendor or by any of his predecessor in
title made, done or executed or knowingly suffered to the --
contrary



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contrary the Vendor hath now good right and full power to grant the said land hereditaments and premises hereby granted and conveyed or expressed or intended so to be with the appurtenances unto the Purchasers in the manner aforesaid And that the Purchasers shall and may at all times hereafter peaceably and quietly possess the said land hereditaments and premises and every part thereof and receive the rents issues and profits thereof for their use and benefit 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 the Vendor or from or under any of his predecessor- in-title And that free and clear and freely and clearly and absolutely discharged saved harmless and kept -- indemnified against all estates and encumbrances whatsoever made or suffered by the Vendor or any of his predecessor- in- title And further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any of them or any part thereof from under or in trust for the Vendor or under any of his predecessor- in-title shall and will from time to time and at all times hereafter at the request and costs 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 land hereditaments and premises and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required And the Vendor doth hereby declare that the said Khirode Gopal Mitter died intestate in July one thousand nine hundred and thirty-five governed by the Bengal School of Hindu Law leaving the Vendor as his only son and sole heir And that no other person or persons had or has any claim on the said lands --

hereditaments

hereditaments and premises as such heir of the said Khirode Gopal Mitter.

THE SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of Mokarari Mourashi garden land and tank measuring by estimation 15 (fifteen) bighas more or less together with the building structures and huts, out-houses or godowns built thereon or on part thereof and situate in Pergana Boro Moujahs Malipanchghara and Belur at Lillooah Thana Bally in the District and Sub-Registration Howrah and being premises No.51, Stark Road also known as 40 Malipanchghara Road Lillooah Howrah and formed out of and comprised of the following several plots, namely :-

- (i) All that piece or parcel of Mokarari Mourashi land containing by estimation 3 (three) Bighas and 5 (five) cottahs (recorded in the last Survey Settlement as 16 (sixteen) cottahs and 6 (six) chittacks) and paying a fixed annual rent of -- Rs.2-14-3 (Rupees two annas fourteen and pies three) to the Sovabazar Raj Estate. Towji No.820.
- (ii) All these two pieces or parcels of Mokarari Mourashi land measuring by estimation 1 (one) bigha and 5 (five) cottahs and 1 (one) bigha and 10 (ten) cottahs (recorded in the last Survey Settlement as 1 (one) bigha 3 (three) cottahs and 2 (two) bighas 12 (twelve) cottahs and 9 (nine) chittacks) respectively paying fixed annual rents of Rs. 7/8/- (Rupees seven and annas eight) and Rs.12/8/- (Rupees twelve and annas eight) respectively to Jitendra K. Ghose Hazra and others and formerly to Niroda Prosad Bannerjee. Towji No.820.
- (iii) All those two pieces or parcels of Mokarari Mourashi land containing by estimation 3 (three) Bighas more or less and 18 (eighteen) cottahs more or less respectively (recorded

in

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in the last Survey Settlement as 2 (two) bighas 3 (three) cottahs and 1 (one) chittack and 10 (ten) cottahs and 8 (eight) chittacks respectively) paying fixed annual rents of Rs.10/- (Rupees ten) and Rs.1/8/6 (Rupee one annas eight and pies six) to Baidya Nath Mukherjee at present and formerly to Sm.Muktamani Dassee. Towji No.734.

(iv) All that piece or parcel of Mokarari Mourashi land containing by estimation 14 (fourteen) cottahs more or less (recorded as 12 (twelve) cottahs in the last Survey Settlement) and paying a fixed annual rent of Rs.1/5/6 (Rupee one annas five and pies six) to Sarat K. Roy and others of Dighapatia and Sanat Kumar Mukherjee, in equal portion. Towji No.3989.

(v) All that piece or parcel of Mokarari Mourashi land containing by estimation 8 (eight) cottahs (recorded as 8 (eight) cottahs and 14 (fourteen) chittacks in the last Survey Settlement) and paying a fixed annual rent of Re.1/- (Rupee one) to Jugal Kishore Dutt and others at present and formerly to Tara Chand Bairagi. Towji No.820.

(vi) All that piece or parcel of Mokarari Mourashi land containing by estimation 4 (four) bighas (recorded in last Survey Settlement in two plots namely 2 (two) bighas 10 (ten) cottahs and 6 (six) chittacks and (12) twelve cottahs 15 (fifteen) chittacks) more or less paying the fixed annual rents of Rs.8/8/6 (Rupees eight annas eight and pies six) and Rs.3/12/- (Rupees three and annas twelve) respectively to Kissengopal Daga and others at present and formerly to Fuljan Bibi and others and Soven Mandal and others. Towji Nos.19 & 216.

The said premises No.51, Stark Road (also known as No.40, Malipanchghara Road) is butted and bounded on the North partly by Stark Road and partly


partly by Malipanchghera Road on the East partly by Malipanchghera Road and partly by Haru Molla's land and tank, on the South by Haru Mollah's land and tank and on the West partly by Kedar -- Sing's land and partly by drain and Dharantala Road and delineated and coloured red in the plan annexed hereto or howsoever -- otherwise the said premises is butted bounded called known --- numbered described or distinguished.

V. S.

IN WITNESS WHEREOF the Vendor hath hereunto set his hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED

at *Calcutta*

[Signature] 

in the presence of :

Andru
Solicitor, Calcutta

Sudhakar
Shrover
Calcutta

Items of Consideration

Received from the within named
purchaser the sum of - Rupees,
Thirteen thousand seven hundred
fifty only.

By earnest money on 7th May 1957 — Rs 50/-

By eight G.P. Note No. 428654

to Rs 438664 and Rs 429384 and Rs 431995 — Rs 2000/-
(each of Rs 1000/-)

By one G.P. Note No. 23148651
Rs 500/-

By small G.P. Note and cash — Rs 475/-

Total — Rs 3750/-

(Rupees Thirteen thousand seven hundred
and fifty only)

Witness:
H. S. D. S.
Sachalingee

M. S. K. S. S.

DATED THIS 29th DAY OF Sept 1927

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KUMAR KRISHNA MITTER

TO

JHABARMULL JALAN & ANOTHER.

CONVEYANCE

bees
30/9/27

For Mr. Krishna Mitter

29/9/27

29/9/27
1927

1927
29/9/27

II
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KHATTAN & CO.
SOLICITORS
CALCUTTA