



00BB 010773



Photograph of Dr. Nihar  
Kumar Daw  
W 2 / 26 / 180 / 513002



Photograph of Smt.  
Nalini Joshi  
Passport No. B 999600

THIS INSTRUMENT OF ENDOWMENT made this 21<sup>st</sup> day of September,  
one thousand nine hundred and ninety six.

BY

Dr. Nihar KUMAR DAW (also known as D. Nihar Kumar Daw) son of  
Late Rabindra Nath Daw by faith Hindu by occupation business

Conta...2./-

*(Handwritten signature)*

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4500

15200 919498

Valti Realtors (P) Ltd  
P. Russell Street  
St. George's Calcutta.

Presented by Sh. Dr. Nihar Kumar Daw s/o Late Rabindra Nath Daw x/o  
SJA, Shashitelle Street, Calcutta, at present in Delhi, at the  
office of the Registrar, Delhi, on this 25/9/96, between the  
hours 12 & 1 noon.

*Nihar Kumar Daw*  
(DR. NIHAR KR. DAW)

(S.H. JAFRI)  
REGISTRAR, DELHI  
25/9/96

Execution of the Sale Deed admitted by the abovesaid Sh. Dr. Nihar  
Kumar Daw son of Late Rabindra Nath Daw Vendor, is identified by  
Sh. Ashok Kumar Jain Advocate, and Sh. P.C. Bose Advocate.

Contents of the deed explained to the executants who undertook the  
terms and conditions of the deed and admits them as correct.

*Nihar Kumar Daw*  
(DR. NIHAR KUMAR DAW)

(S.H. JAFRI)  
REGISTRAR, DELHI  
25/9/96

*Ashok Jain*  
(ASHOK KUMAR JAIN, ADVOCATE)

*P.C. Bose*  
(MR. P.C. BOSE, ADVOCATE)



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residing at No.63A, Shaastitolla Street, Rishra, Dist. Hooghly,  
(hereinafter referred to as the "VENDOR" (which term or expression  
shall unless excluded by or repugnant to the subject or context be  
deemed to mean and include his heirs, executors, administrators,  
legal representative and/or assigns) of the ONE PART

Contd..2A./-

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00BB 010771

:: 2A ::

IN FAVOUR OF MESSRS Joshi & Developers  
REALTORS (P) LTD. a company incorporated  
under the Companies Act, 1956 having its registered office at No. 2, Russel  
Street in the town of Calcutta through its director Nawai  
Joshi of No. 2, Russel Street, Calcutta hereinafter referred to

Contd..2B./-

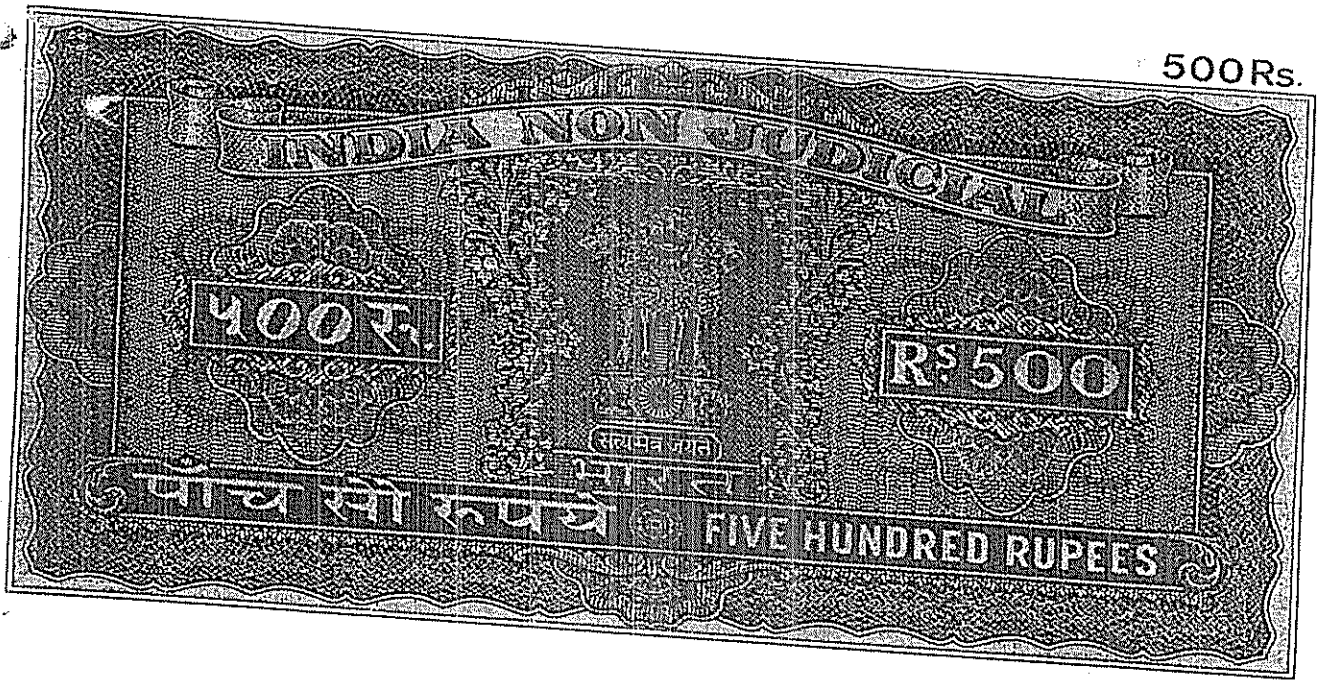
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:: 2B ::

as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the OTHER PART.

A.

By virtue of a Deed of conveyance dated 3rd August, 1944.

Contd...2C./-

*Handwritten signature*





100Rs.



:: 2C ::

registered in Book No.1 Volume No.69 Pages 88 to 93 Being No.2560  
for the year 1944 at the Office of the Registrar of Assurances,  
Calcutta made between the Official Trustee of Bengal therein  
referred to as the Vendor of the One part and Sri Rabindra Nath Daw

Contd..2D..

*[Handwritten signature]*

Zone 1 analysis

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100Rs.



:: 2D ::

therein referred to as the Purchaser of the Other Part Sri Rabindra  
Nath Daw since deceased was seized and possessed of or otherwise  
well and sufficiently entitled as absolute owner in respect of  
ALL THAT piece or parcel or plot of revenue redeemed land containing

Contd...2E.7-

*Handwritten signature*

2046

to 219196

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100Rs.



:: 2E ::

by measurement an area of 2 (two) Bighas 1(one) Cottah, 7 (seven) Chittacks and 15 (fifteen) sq.ft. be the same a little more or less TOGETHER WITH partly one storied and partly two storied brick built building, tenement, messuages, dwelling house, out-houses,

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no

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:: 2F ::

garages, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and being Municipal premises No.2, Russel Street, Calcutta (now known as 2, Anandilal Poddar Sarani), Calcutta hereinafter referred to as the "said property").

B. By a registered Indenture dated 10th. February, 1992 the said Sri Rabindra Nath Daw since deceased as settler duly

Contd...3./-

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created a trust named and known as "Rabindra Nath Dawn Trust" and appointed the said Sri Rabindra Nath Daw and his son Sri Ranjit Kumar Daw as Trustees of the said Trust and further transferred conveyed and assured ALL IHAI an undivided 1/2 (one half) share or interest in the said property being land and premises no. 2, Anandilal Poddar Sarani, Calcutta unto and in favour of the said Trustees to be held for the benefit of the said Settler-Trustee Sri Rabindra Nath Daw during his life time and upon his death for the benefit of his son the said Sri Ranjit Kumar Daw and further subject to various terms, powers and provisions therein contained. It was specifically provided that upon the death of the said Settler-Trustee Sri Rabindra Nath Daw the said Trust shall come to an end and that the said Trust Property being the Undivided 1/2 (one half) share in the said property shall vest unto and in favour of the said Sri Ranjit Kumar Daw, absolutely and forever.

C. By another Registered Indenture dated 10th February, 1992 the said Sri Rabindra Nath Daw since deceased as Settler duly created a trust named and known as "Rabindra Nath Dawn Trust - I" and appointed the said Sri Rabindra Nath Daw and his son Dr. Nihar Kumar Daw as Trustees of the said Trust and further transferred conveyed and assured ALL IHAI an undivided 1/2 (one half) share or interest in the said ~~property~~ being land and premises no. 2, Anandilal Poddar Sarani, Calcutta unto and in favour of the said Trustees to be held for the benefit of the said Settler-trustee Sri Rabindra Nath Daw during his life time and upon his death for the benefit of his son the said Dr. Nihar Kumar Daw and further subject to various terms, powers and provisions therein contained. It was specifically provided that upon the death of the said Settler-trustee

M/K/D

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Sri Rabindra Nath Daw the said Trust shall come to an end and that the said Trust property being the Undivided 1/2 (one half) share in the said property shall vest unto and in favour of the said Sri Dr. Nihar Kumar Daw, absolutely and for ever.

D. The portions of the said property being land and premises no. 2, Anandilal Poddar Sarani, Calcutta at all times had been and still are in possession and occupation of different tenants and occupiers.

E. On the 24th August, 1996 the said Settlor Trustee Sri Rabindra Nath Daw died, whereupon both the said Trusts named and known as "Rabindra Nath Dawn Trust" and "Rabindra Nath Dawn Trust - I" came to an end and as a result whereof, the said Sri Ranjit Kumar Daw and Dr. Nihar Kumar Daw jointly became the absolute owners in respect of the said property being land and premises no. 2, Anandilal Poddar Sarani, Calcutta, each having equal undivided 1/2 (one half) share or interest therein.

F. The Vendor represented and assured the Purchaser that the Vendor seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of an undivided 1/2 (one half) share or interest in the "said property" more fully described in the Schedule hereunder written ~~free~~ from all encumbrances, mortgages, charges, liens, dispendens, whatsoever save and except the said tenants and occupiers and that as far as the Vendor are aware there has been no notice or proceeding or scheme for acquisition or requisition and alignment in respect of the said property.

G. The Vendor agreed to sell and the Purchaser agreed to purchase on "As is where is" basis ALL THAT an undivided 1/12th (one twelveth) share or interest in the said property

M. K. Daw

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being land and premises no. 2, Anandilal Poddar Sarani, Calcutta more fully described in the Schedule hereunder written free from all encumbrances whatsoever but subject to the said several tenants and occupiers and at the agreed consideration and on the agreed terms and conditions as hereinafter stated. The purchaser has satisfied itself about the location position condition and occupation of the said premises.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said Agreement and in consideration of the sum of Rs. 9,16,700.00 (Rupees nine lakhs sixteen thousand seven hundred) only paid to the Vendor by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof acquits release and discharges the Purchaser as also the premises hereby intended to be sold transferred and conveyed) the Vendor abovenamed doth hereby grant sell, convey, transfer, assign and assure unto and in favour of the Purchaser abovenamed ALL THAT an undivided 1/12th (One twelvth) part or share in the piece or parcel or plot of revenue redeemed land containing by measurement an area of 2 (two) Bighas, 1 (one) Cottah, 7 (seven) Chittacks and 15 (fifteen) sq.ft. be the same a little more or less TOGETHER WITH pucca brick built building, hereditaments, tenements, dwelling house, out-houses, garages, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and being Municipal premises no. 2, Anandilal Poddar Sarani (formerly Russel Street), Calcutta more fully described in the Schedule hereunder written (hereinafter referred to as the "said undivided 1/12th share or interest in the said property"), free from all encumbrances, mortgages, charges, liens, dispendens, claims, attachments; demands,

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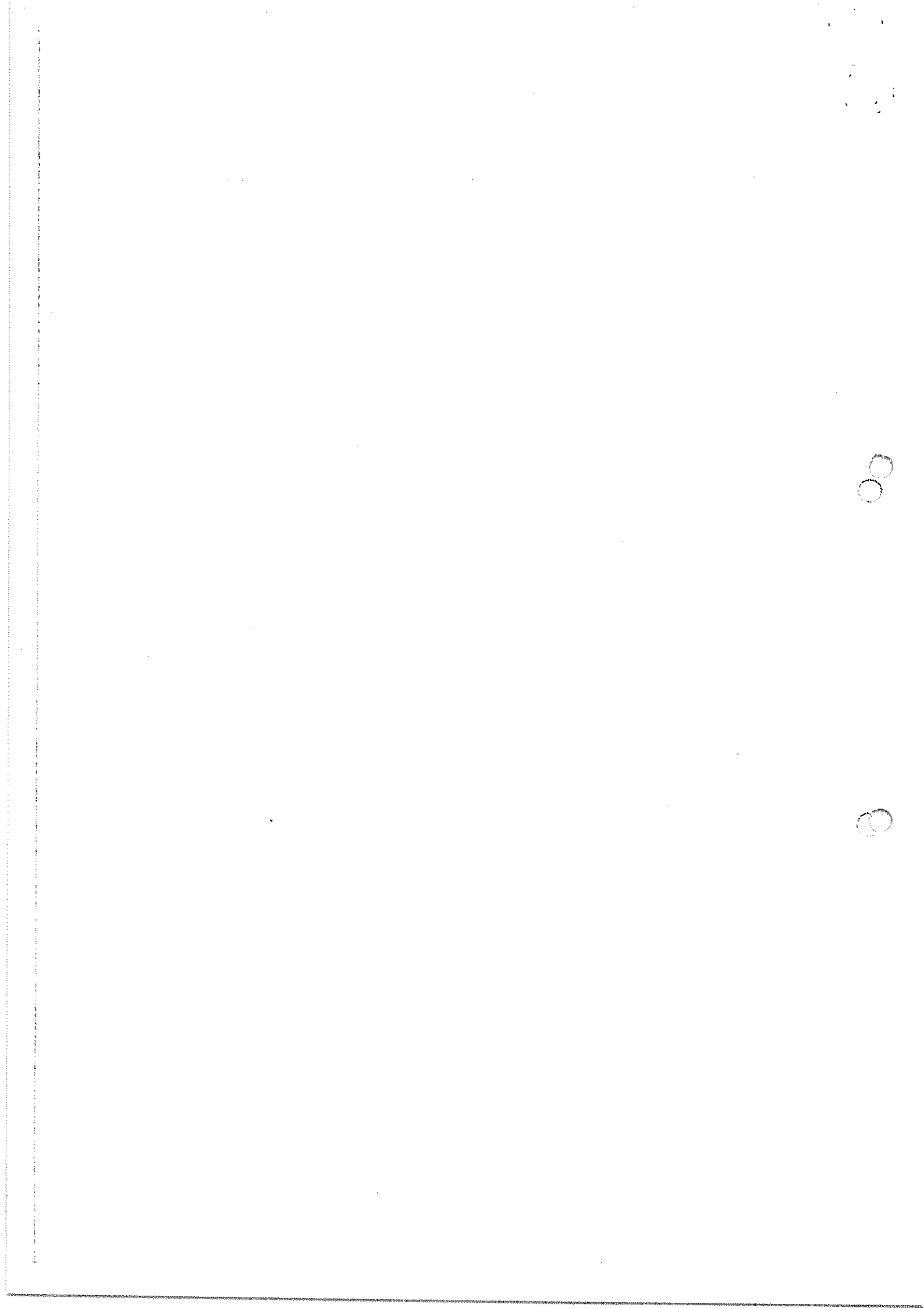
liabilities, acquisitions, requisitions, alignments and trusts whatsoever but subject to the occupation of the several tenants and other occupiers (hereinafter referred to as the "said Tenants and occupiers").

OR HOWSOEVER OTHERWISE the "said undivided 1/12th share or interest in the said property" or any part thereof now are or is or heretofore were or was situated tenanted butted and bounded called known numbered described and distinguished.

TOGETHER WITH all structures, walls, yards, compounds, areas, ways, paths, passages, sewers, drains, water, water-courses and all manner of connections and all other rights of land comprised therein AND ALL liberties, privileges, easements and appurtenances whatsoever thereunto belonging or held or occupied therewith or reputed to belong or appurtenant thereto A N D the reversion or reversions remainder or remainders A N D the rents issues and profits of the said property being land and premises no. 2, Anandilal Poddar Sarani, Calcutta to the extent of 1/12th (one twelveth) part thereof AND ALL the estate, right title interest claim and demand whatsoever both at law and in equity of the Vendor into upon and in any manner concerning the "said undivided 1/12th share or interest in the said property" and every part thereof.

TOGETHER WITH all deeds, pattahs, Muniments, writings, and evidences of title and other documents exclusively relating to or concerning the "said undivided 1/12th share or interest in the said property" or any part thereof, which now are or hereafter shall or may be in the custody, power or possession of the Vendor or any other person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity.

*N. K. S.*





TO HAVE AND TO HOLD the "said undivided 1/12th share or interest in the said property" hereby sold, granted, conveyed, transferred assigned and assured or expressed or intended so to be unto and to the use and benefit of the Purchaser absolutely and for ever as and for an absolute indefeasible and perfect estate of inheritance thereof in fee simple in possession or an estate equivalent thereto, without any manner of condition use trust and other things whatsoever to alter defeat encumber or make avoid the same AND free from all encumbrances, mortgages, charges, liens, dispendens, claims, demands, liabilities, attachments, acquisitions, requisitions, alignments and trusts whatsoever but subject to the said "tenants and occupiers".

AND THE VENDOR doth hereby covenant with the Purchaser as follows :-

THAT notwithstanding any act deed matter or thing whatsoever by the Vendor or any of the predecessors in title of the Vendor made, committed, or knowingly suffered to the contrary, the Vendor is lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said "undivided 1/12th share or interest in the said property" hereby granted, sold, conveyed and transferred or intended so to be in perfect and indefeasible estate of inheritance, without any manner of condition use trust or thing whatsoever to alter defeat encumber or make void the same except the occupation of the said "tenants and occupiers".

THAT notwithstanding any such act deed matter or thing whatsoever as aforesaid, the Vendor now has good right full power and absolute authority and indefeasible title to grant sell convey and transfer the "said undivided 1/12th share

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or interest in the said property" hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

AND THAT the purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the "said undivided 1/12th share or interest in the said property" hereby granted sold conveyed and transferred and receive the rents issues and profits of the "said property" to the extent of 1/12th (one twelveth) part thereof, without any lawful eviction, interruption, hindrance, claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming from under or in trust for the Vendor.

AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and discharged by and at the costs and expenses of the Vendor and well sufficiently saved, defended, kept harmless and indemnified of and from and against all manner of encumbrances whatsoever made suffered created done executed or occasioned by the Vendor or any other person or persons whomsoever lawfully or equitably or rightfully claiming any estate or interest or right as aforesaid.

AND THAT the said premises no. 2, Anandilal Poddar Sarani, Calcutta is not affected by any attachment including attachment under any Certificate case or any proceeding started at the instance of the income tax authorities or the Estate Duty Authorities or other Government Authorities under the Public Demands Recovery Act or any other acts or otherwise whatsoever.

*[Handwritten Signature]*

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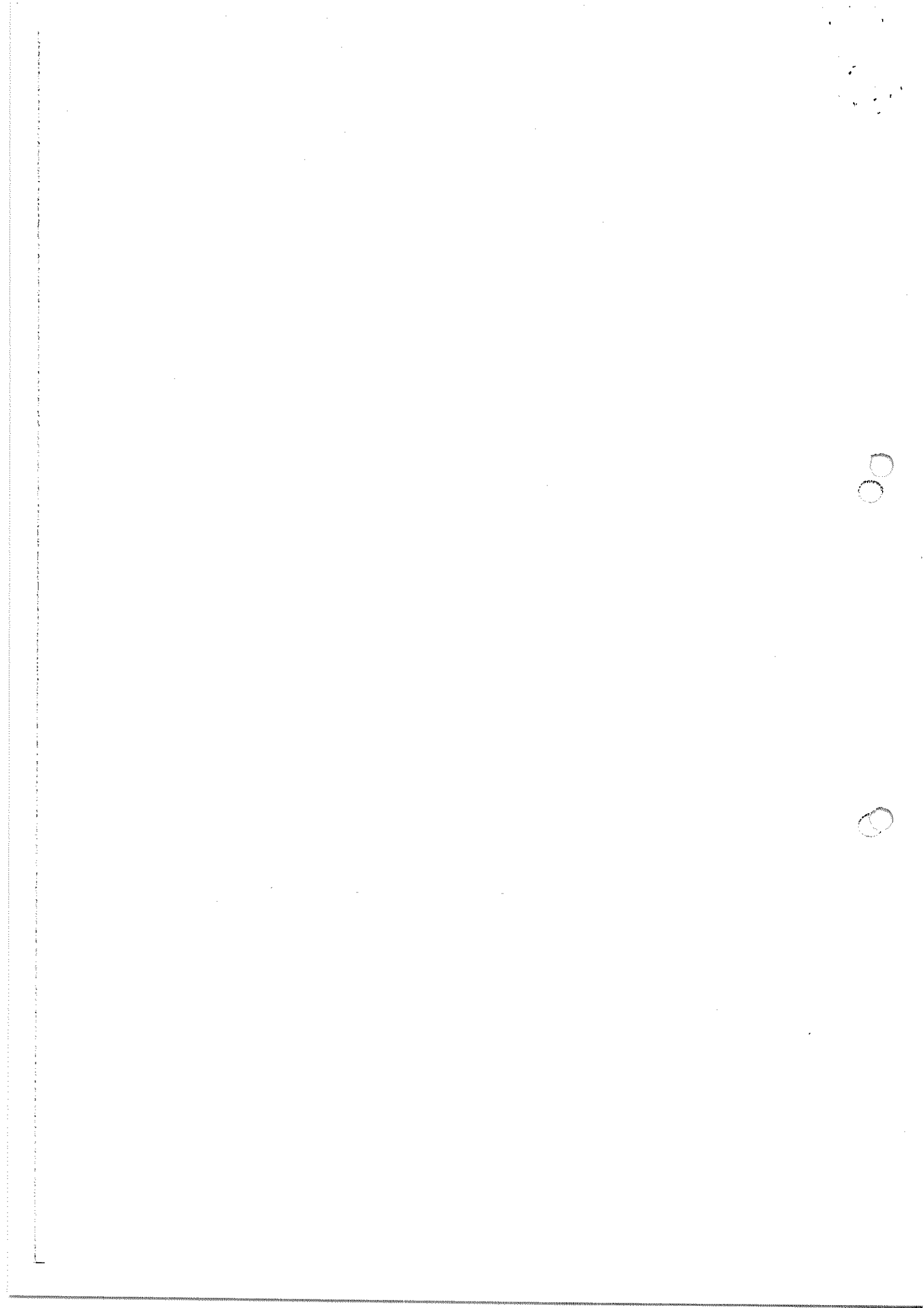
AND THAT no declaration has been made or published nor any notice has been issued for acquisition or requisition of the "said property" being land and premises no. 2, Anandilal Poddar Sarani, Calcutta or any part thereof under the Land Acquisition Act or any other acts or laws for the time being in force.

AND there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the Vendor to grant, transfer, convey, sell, assign and assure the "said undivided 1/12th share or interest in the said property" in favour of the Purchaser in the manner aforesaid.

AND THAT the Vendor and all other persons having or lawfully or equitably or rightfully claiming any estate right title interest trust property claim and demand whatsoever in the "said undivided 1/12th share or interest in the said property" hereby sold, conveyed, granted and transferred or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser make, do execute and perfect or cause to be made done executed and perfected all such acts deeds, matters and things whatsoever for further better and more perfectly transferring, assuring conveying and confirming the "said undivided 1/12th share or interest in the said property" and every part thereof unto and to the use and benefit of the Purchaser in the manner aforesaid, as shall or may be reasonably required.

AND THAT the Vendor doth hereby agree and confirm that the Purchaser abovenamed alongwith the Purchasers and/or Transferees in respect of the remaining undivided 11/12th

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(eleven twelveth) share and/or interest with regard to the said property shall jointly be entitled to evict the said "tenants and occupiers" by the process of law and to recover the vacant and peaceful possession of the different portions of the said property and further to hold, occupy, possess and own the same as owners thereof.

AND ALSO THAT the Vendor abovenamed doth hereby agree and confirm that the Purchaser herein shall at all times be entitled to have its name mutated as owner in respect of the said undivided 1/12th share or interest in the said property in the records of the Calcutta Municipal Corporation and other appropriate Government authorities and/or departments and in this regard the Vendor have no objection and shall be deemed to have signified their consent and/or approval.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT an undivided 1/12th share or interest in the piece or parcel or plot of revenue redeemed land containing by measurement an area of 2 Bighas, 1 Cottah, 7 Chittacks and 15 sq.ft. be the same a little more or less TOGETHER WITH two storied pucca brick built building, hereditaments, tenements, dwelling houses, out-houses, garages, boundary walls and other structures whatsoever lying erected and/or built thereon situated lying at and being Municipal premises no. 2, Anandilal Poddar Sarani (formerly known as Russel Street and commonly known as 2, 2A and 2B, Russel Street), being Holding no. 5, in Block - XVIII in the Sough Division of the town of Calcutta and shown and delineated in RED borders in the map or plan annexed hereto and butted and bounded in the manner as follows:

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On the North by : Premises no. 33, Chowringhee Road,  
occupied by Bengal Club ;

On the South by : Premises no. 2/1, Anandilal Poddar Sarani,

On the East by : Anandilal Poddar Sarani, and

On the West by : partly by premises no. 34,  
Chowringhee Road and partly of  
2/1, Anandilal Poddar Sarani.

IN WITNESS WHEREOF the Vendor abovenamed have put  
their respective hands and seals the day month and year first  
above written.

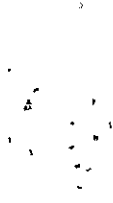
SIGNED, SEALED AND DELIVERED by  
the Vendor abovenamed in the  
presence of :

*Ashar Kumar Das*

*Ajay*

*J. P. Das*  
Advocate

*AA*



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RECEIVED of and from the withinnamed  
PURCHASER the amount of consideration  
as per this Indenture .. .. .

Rs. 9,16,700.00  
=====

MEMO OF CONSIDERATION

A. By Pay Order No. 142139 dated  
07-06-1995 issued by The Bank of  
Rajasthan Ltd., Chowringhee Road -  
branch, Calcutta in favour of the  
Vendor for the sum of .. .. .

Rs. 5,00,000.00

B. By Pay Order No. 059102 dated  
21.9.95 issued by The Bank of  
Rajasthan Ltd., Chowringhee Road -  
branch, Calcutta in favour of the  
Vendor for the sum of ..

Rs. 4,16,700.00

Total

Rs. 9,16,700.00  
=====

(Rupees Nine lacs sixteen thousand seven hundred only)

WITNESSES:

Ajay  
Ajay

J. B. Bora  
Advocate

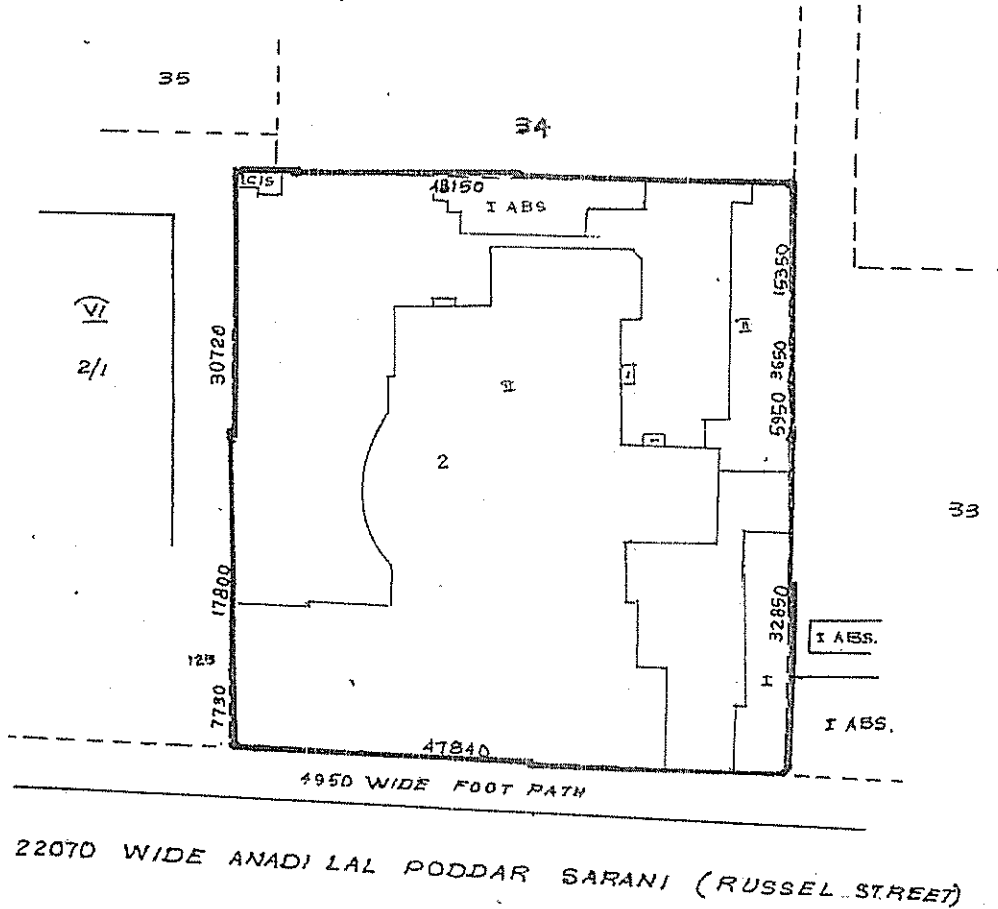
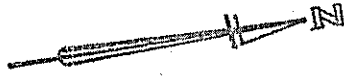
Atish Kumar Das

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SITE PLAN AT PREMISES NO-2,  
ANADI LAL PODDAR SARANI (NOW) 2,  
RUSSEL STREET (OLD) WARD NO-63,  
BOROUGH-NO-VII CALCUTTA.  
AREA OF LAND = 2 B. - 1 K. - 7 CH 15 SFT.  
SCALE-1:600



4950 WIDE FOOT PATH

22070 WIDE ANADI LAL PODDAR SARANI (RUSSEL STREET)

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*Hejain*

STG. of ~~Hejain~~ witness *Hejain* Advocate

*Sikhar Kumar Das*

SIGNATURE OF *Sikhar Kumar Das*

