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also under section 23
of the Stamp Act
Duly Stamped under the Bengal
Stamp Act of 1922
Schedule 23, Sec 4, 5, 6, 5, 6

(4) STAMP AFFIXED BY
Process fee in Court fee stamps.
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STAMP
VENDOR
CALCUTTA COLLECTORATE

V. J. Chatterjee

Sub-Registrar authorised under
Section 7 of the Indian Re-
venue Act, 1917
Calcutta

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No 1201

THIS INDENTURE made the 28th day of September One thousand nine hundred and sixty-one BETWEEN KAMARHATTY COMPANY LIMITED, a Company incorporated under the Indian Companies Acts and having its registered office at 4, Clive Row in the town of Calcutta (hereinafter called "the Vendor" which expression shall include its successors) of the first part, MERCANTILE BANK (AGENCY) PRIVATE LIMITED, a Company incorporated under the Indian Companies Acts and having its registered office at 8, Netaji Subhas Road in the town of Calcutta aforesaid (hereinafter called "the Bank" which expression shall include its successors and assigns) of the second part and COLECRANES OF INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its registered office at 1, Taratollah Road in the suburbs of the town of Calcutta aforesaid (hereinafter called "the Purchaser" which expression shall include its successors and assigns) of the third part.

WHEREAS:

- (1) The Vendor is seized and possessed of and/or otherwise well and sufficiently entitled to ALL THOSE several pieces or parcels of lands measuring about Nineteen Bighas One Cottah Twelve Chittacks and Three Square feet situate



Verified
with Original

Presented to the Court on 11/14/1951
 on the 14th day of September 1951.
 at the Calcutta Registry Office
 by Callender Chakraborty
 attorney for J.C. Harshley
 under a power of attorney
 No. 513 of 1950 registered by the
Calcutta

Rashmohan Chatterjee

Sub-Registrar authorized under
 Section 7 of the Indian Regis-
 tration Act to perform the func-
 tions of the Registrar, Calcutta.

Rashmohan Chatterjee
under the alias of
the alias of Rashmohan Chatterjee
Plaintiff of 29 Netaji Subhas
Road Calcutta against J.C. Rashmohan Chatterjee
Harshley, Director of Kamakhya
Company, Limited Agent for Mr. T.C. Harshley

Director Kamakhya

J.P. Ghosh
of 29 Netaji Subhas
Road Calcutta

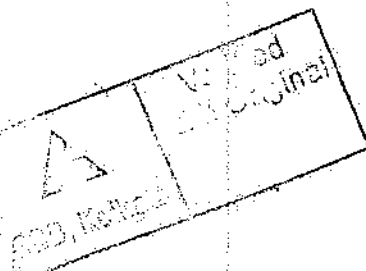
Deputy
Commissioner

Section 7 of the Indian Registration Act, 1908
 authorized under
 Section 7 of the Indian Registration Act, 1908
 to perform the functions of the Registrar, Calcutta

situate and lying at Mouza Agarpara, Thana Khardah being the Municipal Holding No.517 of the Panihati Municipality in the District of 24-Parganas and more fully described in the First Schedule hereunder written (hereinafter called "the said property") according to the respective natures and tenures thereof and subject to the payment of rents respectively payable in respect thereof.

- (2) By a Deed of Debenture Trust (hereinafter called "the Trust Deed") dated the Seventeenth September One thousand nine hundred and fiftyfive made between the Vendor of the one part and the Bank of the other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No.133 Pages 126 to 180 Being No. 5268 for the year 1955 the Vendor mortgaged unto the Bank all those lands buildings and other property more fully described therein and also in the ~~First Schedule~~ thereto including the said property as a security for repayment of Five and half per cent Debenture Stock 1965/70 of the total nominal value of -- Rs.25,00,000/- (Rupees Twentyfive lacs) in the manner and on the terms and conditions therein contained and the Trust Deed inter alia provided that the Vendor would be entitled to sell the mortgaged property including the said property or any part or portion thereof with the concurrence or consent of the Bank.
- (3) The Vendor has agreed to sell to the Purchaser the said property at or for the price of Rs.2,86,315/- (Rupees Two lacs eightysix thousand three hundred and fifteen) calculated at the rate of Rs.15,000/- (Rupees fifteen thousand) per bigha free from all encumbrances in the manner hereinafter appearing.

(4) ...



I have this day executed the said
 in John D. H. Brown
 of the County of ... State of ...
 by ...
 I have this day executed the said
 in John D. H. Brown

At the time of the execution of this document
 I was ...
 by ...
 in John D. H. Brown

and the said ...
 submitted the execution of this document
 in John D. H. Brown
 of the County of ... State of ...
 by ...
 in John D. H. Brown

M.C. Chakravarti
 M.C. Chakravarti

The execution of the
 document is witnessed with
 my hand and seal this ... day of ... 19...

M. C. Chakravarti

Sub-Registrar authorised under
 Section 7 of the Indian Regis-
 tration Act to perform the func-
 tions of the Registrar, Calcutta.

M.C. Chakravarti



M. C. Chakravarti

(4) The sum secured by the Trust Deed has not been fully satisfied and the Bank has at request of the Vendor agreed to join in these presents to confirm the sale of the said property by the Vendor to the Purchaser and to release the said property from the said mortgage created by the Trust Deed in the manner hereinafter appearing.

(5) The Vendor has represented to the Purchaser that the said property or any part or portion thereof or any interest therein have or has not vested in and/or are or is not acquired by the State of West Bengal under the West Bengal Estates Acquisition Act, 1953 or any statutory modification thereof.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.2,86,315/- (Rupees Two lacs eightysix thousand three hundred and fifteen only) paid by the Purchaser to the Bank at the direction of the Vendor on or before the execution of these presents (receipt whereof the Vendor and the Bank hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same for ever acquit release and discharge the Purchaser as well as the said property) the Vendor doth hereby grant convey transfer assign and assure and the Bank doth hereby confirm release reconvey retransfer and assure unto and to the Purchaser ALL THAT the said property that is to say, ALL THOSE several pieces or parcels of lands measuring about Nineteen Bighas One Cottah Twelve Chittacks and Three Square feet situate and lying at Mouza Agarpara Thana Khardah and being the Municipal Holding No.517 of the Panihati Municipality in the District of 24-Parganas more fully described in the First Schedule hereunder written and also delineated on the plan hereto annexed and thereon verged red TOGETHER WITH the full



Witness my hand and seal this 1st day of May 1954

James A. Duff
 F. L. Horne Secretary for Council
 House (Agency) P.O. 145, 9th
 N. 1st St. S. W. Corner, Calcutta.

John Duff
 D. M. Duff, 145, 9th
 N. 1st St. S. W. Corner, Calcutta.
 India.

J. Duff

F. L. Horne

Thumb impression of the
 executant is dispensed with.

John Duff

Sub-Registrar authorised under
 Section 7 of the Indian Regis-
 tration Act to perform the func-
 tions of the Registrar, Calcutta.

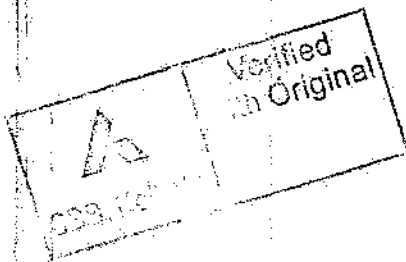


John Duff

full benefit of the covenants for production of the documents contained in the several earlier Sale Deed or Deeds AND all buildings, structures out-houses and other erections if any, and paths passages walls enclosures fixtures trees woods fences hedges ditches ponds watercourses wells sewers drains rights liberties privileges easements benefits advantages and appurtenances thereto belonging or in anywise appertaining or therewith usually held occupied enjoyed reputed or known as part or parcel thereof or appurtenant thereto AND all the estate right title and interest property claim and demand whatsoever of the Vendor and the Bank in to, out of and upon the said property and the premises hereby conveyed and transferred unto the Purchaser or any part or parts thereof AND all deeds pottahs muniments and instruments of title whatsoever relating to the said property and premises which are now in the possession of the Vendor or any person or persons from whom it can procure the same without any action or suit TO HAVE AND TO HOLD the said property and all other the premises herein comprised and hereby granted conveyed transferred assigned and assured or intended so to be with their and every of their rights members and appurtenances unto the Purchaser according to the respective natures and tenures thereof and subject to the payment of the rents respectively payable in respect thereof but otherwise free from all encumbrances whatsoever.

II. The Vendor doth hereby covenant with the Purchaser as follows :-

- (1) The interest which it professes to transfer subsists and it has good right and full power to grant convey transfer assign and assure the said property and premises hereby sold conveyed and transferred unto the Purchaser and in manner and subject as aforesaid and the pottahs or leases under which the said property and premises are held are fully valid and subsisting and



1 Kumbhion is ad...

Damodar Kumbhion is ad...

Natiji Subbar Kumbhion

Subbar Kumbhion is ad...

Gill Subbar Kumbhion

Agency & Ltd. Under a...

Canvassing no. 539 97760

Account to be kept by the Registrar

Calcutta

1 Kumbhion is ad...

Pratyush Kumbhion is ad...

Pratyush Kumbhion is ad...

Pratyush Kumbhion is ad...

Pratyush Kumbhion is ad...

Damodar Kumbhion

agent for Basil Gill

Director of Mercantile Bank
(Agency) Private Ltd

Specimen of the
... with

W. B. 3.10.67

Sub-Registrar authorised under
Section 7 of the Indian Regi-
stration Act to perform the func-
tions of the Registrar, Calcutta



W. B. 3.10.67

and are in nowise forfeited surrendered or rendered void or voidable and the covenants and conditions contained in the said pottahs or leases including the provision for payment of rents and on part of the Lessee to be observed and performed have been paid observed and performed upto the date of these presents.

(2) It shall be lawful for the Purchaser from time to time and at all times hereinafter to quietly enter into and upon the said property and premises hereby sold conveyed and transferred unto the Purchaser and every part thereof and to enjoy the said premises without any interruption claim or demand whatsoever by the Vendor or any person or persons claiming through under or in trust for it.

(3) The said property and premises hereby sold conveyed and transferred unto the Purchaser are freed and discharged from or otherwise by the Vendor sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever created occasioned or made by the Vendor or any of its predecessors-in-title or any person or persons claiming or to claim through under or in trust for the Vendor or any of its predecessors-in-title.

(4) The Vendor and every person or persons having or lawfully claiming any estate right title or interest in to or upon the said property and premises hereby sold conveyed and transferred unto the Purchaser or any part thereof through under or in trust for the Vendor shall and will at all times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, assurances,

matters



matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchaser in manner and subject as aforesaid as shall or may be reasonably required.

- (5) The Vendor shall at all times hereafter unless prevented by fire or other inevitable accidents upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person as the Purchaser may direct or appoint or in course of any action suit or proceedings or otherwise as occasion may require the title deeds and documents mentioned in the Second Schedule hereunder written and will permit the said title deeds and documents to be examined inspected and given in evidence and will at the like request and cost make and furnish or cause to be made and furnished such true attested or other copies or abstract of or extracts from the said title deeds and documents as may be required and will at all times keep the said title deeds and documents safe whole uninjured and uncanceled fire or other inevitable accidents always excepted PROVIDED ALWAYS AND IT IS HEREBY DECLARED that if the said title deeds and documents covenanted to be produced or any of them shall at any time hereafter be delivered or made over by the Vendor to any person or persons lawfully entitled to the custody thereof and that if such person or persons thereupon enter with the Purchaser or the person or persons entitled to the benefit of the covenant for production hereinbefore contained a similar covenant for production hereinbefore contained then and in such case the last mentioned covenant shall thenceforth so far as regards the said title deeds and documents

to



Verified
in Original

to which the said substituted covenant shall relate be null and void.

III. The Bank doth hereby covenant with the Purchaser that it has not at any time heretofore done omitted committed suffered or been party or privy to any act deed or thing whereby the said property or any part thereof are or is or may be impeached and encumbered or whereby the Bank is or may be prevented from confirming the sale of and releasing reconveying and retransferring the said property to the Purchaser in manner aforesaid.

THE FIRST SCHEDULE above referred to.-

ALL THOSE pieces or parcels of lands hereditaments and premises containing by estimation an area of six point three one acres equivalent to Nineteen Bighas One Cottah Twelve Chittacks and Three Square feet be the same a little more or less with structures buildings erections if any and appurtenances whatsoever situate lying in Mouza Agarpara Pargana Calcutta Thana Khardah Sub-Registry Barrackpore being the Municipal holding No. 517 of the Panihati Municipality in the District of 24 Parganas and comprised under the following Touzi, R.S. numbers, J.L. numbers, Khatians Dags as per particulars below :-

S.L. No.	Mouza.	Touzi No.	Khatian No.	R.S. No.	J.L. No.	Municipal premises No.	Dag No.	Area in acres.	Annual Rent payable to the State of West Bengal.
1.	Agarpara	155	312/2	31	11	-	1524	.13	Not now payable.
2.	-do-	-do-	147/1	-do-	-do-	-	1525	.23	Proportionate rent of Rs. 7.30 ap.
3.	-do-	-do-	28	-do-	-do-	-	1525	.11	Rs. 0-9-2.
4.	-do-	-do-	1349 (Old 314)	-do-	-do-	-	1526) 1527)	.26) 4.80)	Rs. 45.9.0
5.	-do-	-do-	1348 (Old 312)	-do-	-do-	-	1527 1600	.47	Rs. 10.8.6
6.	-do-	-do-	1360 (Old 314)	-do-	-do-	-	1528	.31	Rs. 6.10.6

which



which said lands and premises are delineated on the plan attached hereto and thereon verged red OR HOWSOEVER OTHERWISE the said lands hereditaments and premises or any part thereof which now are or is or at any times heretofore were or was situate called known numbered or distinguished.

THE SECOND SCHEDULE above referred to :-

1. Conveyance dated the third day of December One thousand nine hundred and nineteen and made between Harihar Mukherjee & Ors. and Benode Behari Banerjee registered at the Calcutta Registry Office in Book No. I, Volume No.153, Pages 214 to 224, Being No.6016 for the year 1919.
2. Conveyance dated the twentyeighth day of June One thousand nine hundred and twentyfour and made between Benode Behari Banerjee and Kamarhatty Company Ltd. registered at the Calcutta Registry Office in Book No. I, Volume No.67, Pages 215 to 237 Being No.2757 for the year 1924.

IN WITNESS whereof the Vendor and the Bank have executed these presents the day month and year first above written.

THE COMMON SEAL of the abovenamed Kamarhatty Company Limited has hereunto been affixed by the direction of *Sir John Douglas and Keith Brown who and J. L. Harris* two of the Directors of the said Company who have hereunto set their respective hands and these presents have been counter signed by Jardine Henderson Ltd., the Managing Agents thereof by the hand of *Sir John Douglas Keith Brown* in the presence of :

J. For du wood
Chartered Accountant
4 Bling Row Calcutta

John Hoek
Solicitor

29, N. S. Road.

K. K. K. K. K.
Director

THE

Jardine Henderson, Ltd.

Managing Director

Managing Agents



Original

THE COMMON SEAL of the abovenamed
Mercantile Bank (Agency) Private
Ltd., has hereunto been affixed by
Basil Gill
a Director of the said Company who
has hereunto set his hand and these
presents have also been signed by
F. R. Hovidge
the Secretary thereof in the presence
of :

B. B. Nam
Sahewar.

5+7, Nelayi Luluhas Road
Calcutta

ASSISTANT ACCOUNTANT
MERCANTILE BANK LTD
CALCUTTA.

Basil Gill

FIRESTICK
Calcutta

F. R. Hovidge

SECRETARY
Sd. F. R. Hovidge



Original

RECEIVED of and from the withinnamed Purchaser the sum of Rupees Two lacs eightysix thousand three hundred and fifteen only being the consideration above expressed to have been paid by the Purchaser as per Memo of Consideration below :-

Rs.2,86,315/-.

MEMO OF CONSIDERATION.

By Cheque No.R3511940 dated 23.8.1961 drawn on The Bank of India Ltd., Calcutta by The purchaser _____ in favour of the withinnamed Bank for Rs.2,86,315/-.

Witnesses:-

J. H. Wood
Chartered Accountant
4 Blive Row, Calcutta.

J. H. Wood
Solicitor
29, T. S. Road.

[Signature]
Director

[Signature]
Director

Jardine Henderson, Ltd.

[Signature]
Managing Director
Managing Agents.



Sh. B. Nani
Solicitor, Calcutta

[Signature]

Director

[Signature]

Director



Dr. J. S. Ghosh

Sub-Registrar authorised under
Section 7 of the Indian Regis-
tration Act to perform the func-
tions of the Registrar, Calcutta.

Sub-Registrar authorised under
Section 7 of the Indian Regis-
tration Act to perform the func-
tions of the Registrar, Calcutta.

Dated 19th September 1951

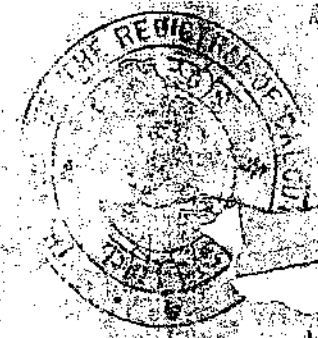
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NO. T
Juno No. 106
ages 223 to 232
Selling No. 4916
For the year 1951

Kamarhatty Company Limited - 1st Part
Mercantile Bank (Agency) Private Limited, - 2nd Part
- And -
Coles Cranes of India Limited. - 3rd Part.

*Land at Monga
Agarpara*



ON 15 YANCE.

W. Sanyal

Sub. 12
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G. 10
H. 10
I. 10
J. 10
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5.10.61



Original

Sub. 12
Section 7
Registration Act
of the

Orr, Dignam & Co.,
Calcutta.

