

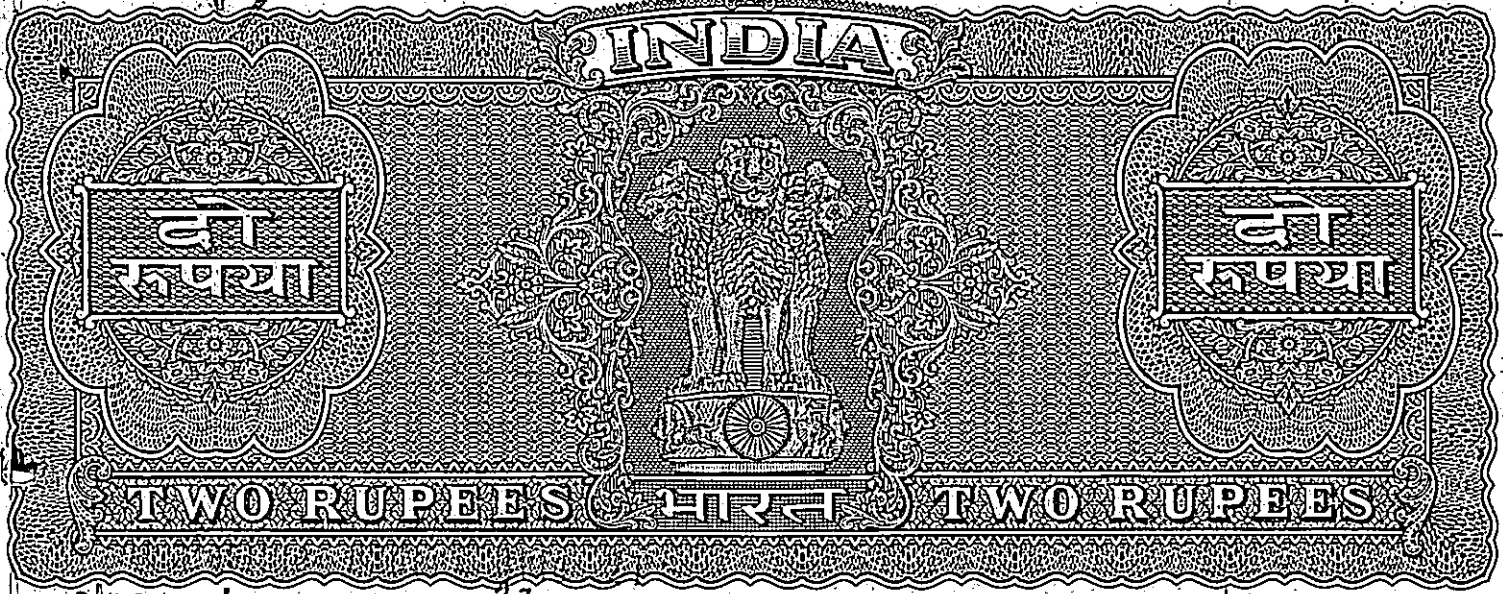
10761 P

(B) 1149

I—

5624

2RS



also under section 23

of the *Non-Resident* Act
Stamp Act 1899 *also as amended*
Stamp Amendment Act 1902

Process fee in Court fee stamps

Schedule IA No. 27

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

Fee paid as under:

4 1/2
220
400 12
400 12
173
Rs 26.36

THIS INDENTURE made the *third* day of *September* One thousand
 nine hundred and sixtythree BETWEEN THE ANGUS COMPANY LIMITED a
 Company incorporated under the Indian Companies Acts and having its
 registered office at 3, Clive Row in the town of Calcutta (herein-
 after called "the Vendor" which expression shall include its
 successor or successors) of the one part and BRAITHWAITE & CO.
 (INDIA) LIMITED a Company incorporated under the Indian Companies
 Acts and having its registered office at 4, Clive Row in the town
 of Calcutta aforesaid (hereinafter called "the Purchaser" which
 expression shall include its successors and assigns) of the other
 part

W H E R E A S :

- 1) The Vendor is seized and possessed of and well and
 sufficiently entitled to the lands hereditaments and
 premises situate lying at Mouza Gourhati Champdani in
 the District of Hooghly more fully described in the
 Schedule hereunder written (hereinafter called "the said
 lands

41.12
9.20
2.12.12
1.12.12
143
Rs 26.36
Angus
100

46128

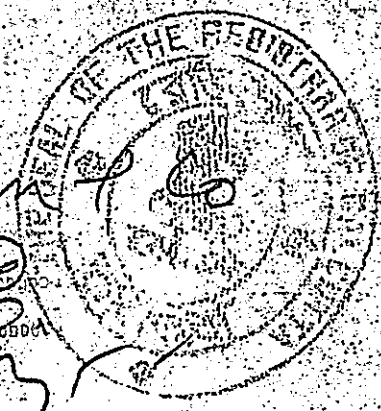
Orde of sale

29

N.S.

29

29



2 SEP 1963

Presented for Registration on the day of 29th Sept 1963 at the Calcutta Registry Office by Ananda Prasad Mitra Attorney for Braithwaite & Co. India Pvt. Ltd. under a Joint power of attorney No. 192 authenticated by the District Registrar of Calcutta

certified that a smallest number of Rs. 4/- required for this document, which is not available and that the smallest number of stamp which I have furnished so as to make up the required number is as follows: 2 1/2 - 6/-

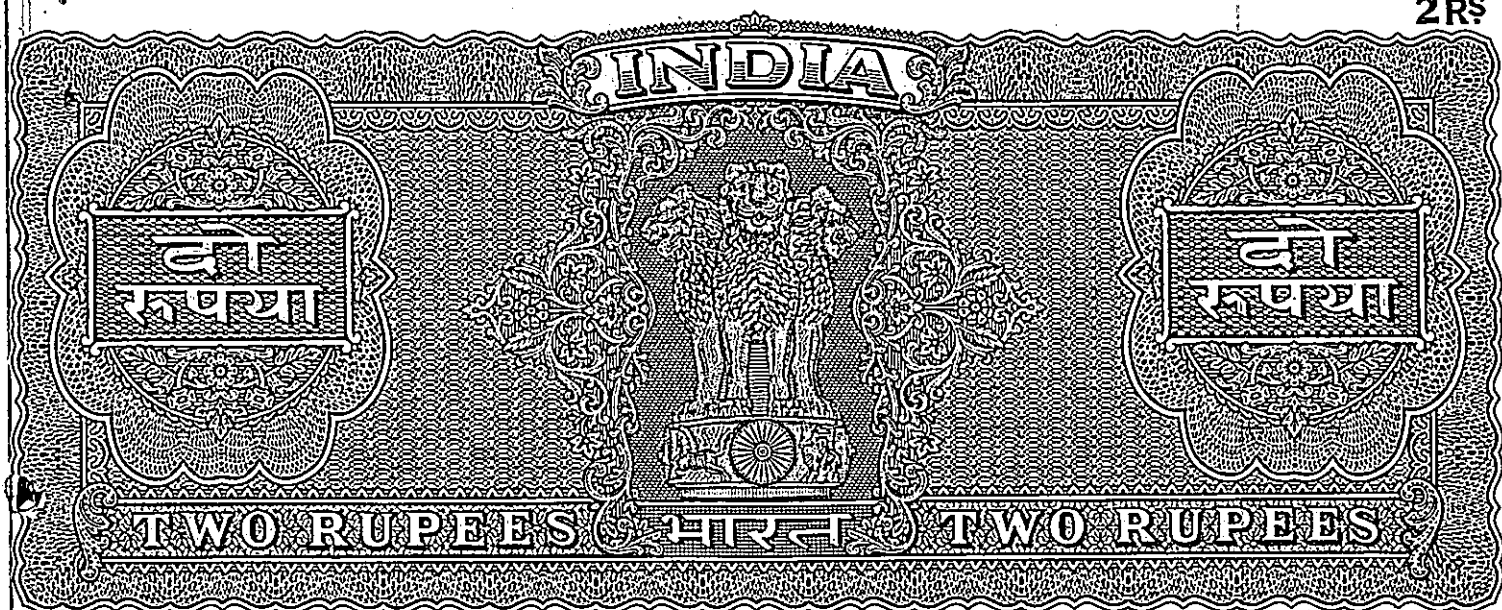
Ananda Prasad Mitra
Assistant of the firm of Braithwaite & Co. India Pvt. Ltd.
Subscribed as agent for Braithwaite & Co. India Pvt. Ltd.

Sub-Registrar authorised under Section 7 of the Indian Registration Act to perform the functions of the Registrar, Calcutta.

Personally subscribed

Thumb impression of the executant is dispensed with.

Sub-Registrar authorised under Section 7 of the Indian Registration Act to perform the functions of the Registrar, Calcutta.



2.

lands") and delineated on the plan hereto annexed and thereon enclosed within yellow lines.

- 2) By an order dated the tenth day of May One thousand nine hundred and sixtythree the Government of West Bengal (declared amongst others the said lands as surplus to the requirement of the Vendor) under Section 6(3) of the West Bengal Estates Acquisition Act, 1952.
- 3) The Vendor obtained a Rule from the Calcutta High Court being Civil Rule No. 269(w) of 1963 challenging the validity of the said order dated the tenth day of May One thousand nine hundred and sixtythree in respect of inter alia the said lands and the lands sold by the Vendor to the Purchaser by a Conveyance dated the - fifteenth day of May One thousand nine hundred and sixty-one (except an area of .787 acre) and all other lands of the Vendor.
- 4) The Purchaser also obtained a Rule from the Calcutta High Court being Civil Rule No. 268(w) of 1963 challenging the

the

46128
 Orrisgram & Co
 29 N.S. Rd
 Calcutta

2 SEP 1963

Certified that the smallest number of the Value Rs... required for this document, which is not available and that the smallest number of stamp which I have furnished so as to make up the required number is as follows:

having visited the residence

1) A. Clark & J.B. Smith
 2) J. Cline & Co - Calcutta

by caste..... by profession.....

I have this day executed the said

A. Clark & J.B. Smith

in the presence of my satisfaction

A. Clark & J.B. Smith
 Co. of 29 N.S. Rd Calcutta

and the said J.A. Clark as constituted Attorney of Thomas & Co
 admitted the execution of this document
 1) J.B. Smith as Director of Angus Company Limited



Act. to 4/5 on 19/6/63
 Thumb impression of the
 executant is dispensed with

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.

the validity of the said Order dated the tenth day of May One thousand nine hundred and sixtythree in respect of the said lands and the lands purchased by it (except an area of .787 acre) under the said Conveyance.

- 5) The said Rules have not yet been disposed of.
- 6) The Purchaser has decided to settle the dispute with the State of West Bengal in respect of the lands purchased by it under the said Conveyance and the said lands and the Vendor has at the request of the Purchaser agreed to withdraw its said Rule in respect of the lands sold by it (except the said area of .787 acre) under the said Conveyance and the said lands without prejudice to the rights and contentions of the Vendor and on the distinct understanding that the Purchaser will have no claim whatsoever against the Vendor in respect of the said lands.
- 7) The Purchaser has agreed to purchase from the Vendor the said lands subject to the said order dated the tenth day of May One thousand nine hundred and sixtythree with all attendant risks which the Vendor has agreed to sell at or for the price of Rupees One hundred only in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rupees One hundred paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and the said property the Vendor doth hereby forever discharge and release the Purchaser) the Vendor doth hereby grant convey transfer assign and assure subject to the said order dated the tenth day of May One thousand nine hundred and sixtythree unto the Purchaser ALL THOSE the said lands that is to say all those the said pieces or parcels of lands hereditaments and premises hereinafter more particularly described in the Schedule hereto

Having visited the residence

of P. Sen Gupta

of 29, Netaji Subhas Road Cal

by profession

I have this day the said

P. Sen Gupta

and this day

at the time

of P. Sen Gupta

Assistant to Mr. Dignam & Co

of 29, Netaji Subhas Road Cal

by order of P. Sen Gupta

and the said P. Sen Gupta

admitted the execution of this document

as directed by The Angus

Company Limited

S. A. Bone

For the Angus Company Limited

P. Sengupta

Director

S. A. Bone

11/12/23

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.

hereto together with the buildings structures and erections thereon or onpart thereof TOGETHER WITH all outhouses buildings structures 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 in to out of and upon the said lands 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 lands which are now in 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 as on and from the seventeenth day of August One thousand nine hundred and sixtythree the said lands 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 nevertheless to the said order dated the tenth day of May One thousand nine hundred and sixtythree and also to the payment of the rents respectively payable in respect thereof but otherwise free from all encumbrances whatsoever.

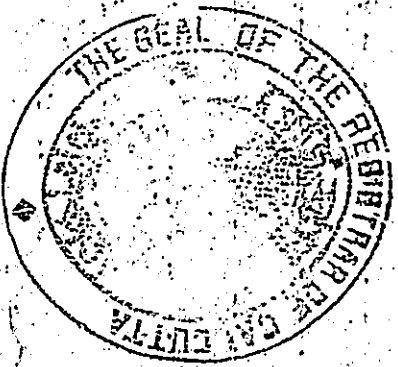
II. The Vendor doth hereby covenant with the Purchaser as follows:-

- (1) Subject as aforesaid 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 lands hereby sold conveyed and transferred unto the Purchaser and every part or parts thereof respectively unto the

Purchaser

Purchaser in manner and subject as aforesaid and the pottahs or leases under which the said lands are held are fully valid and subsisting and are in no wise 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) Subject as aforesaid it shall be lawful for the Purchaser from time to time and at all times hereinafter to quietly enter into and upon the said lands 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) Subject as aforesaid the said lands 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 person or persons claiming or to claim through under or in trust for the Vendor.
- (4) Subject as aforesaid the Vendor and every person or persons having or lawfully claiming any estate right title or interest in to or upon the said lands 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 and things whatsoever for the further better and more perfectly assuring the said
lands



276
417

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

6.

lands unto the purchaser in manner and subject as aforesaid as shall or may be reasonably required.

The purchaser doth hereby covenant with the Vendor as -

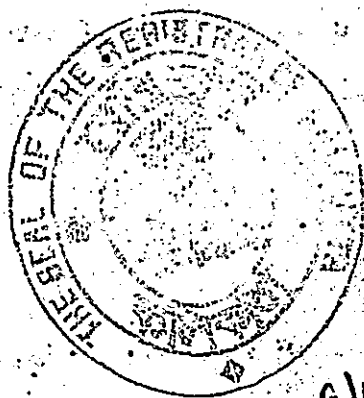
follows :-

The purchaser has agreed to purchase the said lands subject to the said order dated the tenth day of May One thousand nine hundred and sixtythree passed by the Government of West Bengal under Section 6(3) of the West Bengal Estates Acquisition Act, 1953 and the purchaser will have no claim against the Vendor for compensation or otherwise in respect of the said lands in case the said lands are taken over by the Government PROVIDED THAT the purchaser shall at its own costs be entitled to obtain a lease or confirmatory pottah in respect of the said lands from the Government of West Bengal.

THE SCHEDULE above referred to :-

ALL THOSE pieces or parcels of lands hereditaments and premises containing a total area of 2.604 acres a little more or less equivalent to seven bighas seventeen cottahs five chittacks and eight square feet with all structures buildings erections if any and -"- appurtenances whatsoever situate in Mouza Gourhati Champdani Police Station Bhadreswar, Pargana Bore J.L.No. 21 Sub-Registry Serampore within the Municipal limits of Champdani in the District of Hooghly and comprised under the following Khatian Nos. C. S. Dag Nos. Touzi Nos. and annual rents as per particulars below:

Touzi

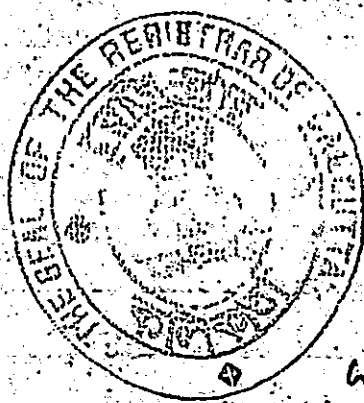


226917

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

Touzi No.	Khatian No.	C.S.Plot No.	Area in Acres.	Total Amount of Annual Rent.		Proportionate Rent.		Remarks.
				Rs.	Np.	Rs.	Np.	
591	5	2312	.5560	162	.62	40.98		Rent payable (approx) to Govt. of West Bengal.
"	6	2306	.1180	34	.31	9.80		Rent payable to Govt. of West Bengal.
318 BI 430		(925(Part)	.1250	1769	.06	40.00		Rent payable to Govt. of West Bengal.
		(2314	.4110					
318 BI 431		(2303	.2890	2148	.55	39.98		Rent payable to Govt. of West Bengal.
		(2309	.2320					
"	440	(2307	.1520	Rent Free				
		(2313)	.1730					
		((Part))						
"	1218	(2302	.0840	363	.42	11.62		Rent payable to Govt. of West Bengal.
		(1229)	.0780					
		((Part))						
318 BI)		(923)	.0550	308	.75	4.30		Rent payable to Govt. of West Bengal.
Howrah)	1742	((Part))						
24BI 2651		(2301	.0820	Lakharaj				
		(2304	.0890					
		(2305	.0950					
		(2310	.0650					

OR HOWSOEVER OTHERWISE the said pieces or parcels of land are now or were at any time heretofore butted and bounded called known described and distinguished and which said pieces or parcels of land are delineated on the map or plan annexed hereto and enclosed within Yellow lines.



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

IN WITNESS whereof these presents have been executed
by or on behalf of the parties hereto the day and year first above
written.

THE COMMON SEAL of the abovenamed
The Angus Company Limited has
hereunto been affixed by the direc-
tion and in the presence of PRASAD
SEN GUPTA and
JAMES BINNY SMITH two of
its Directors who have hereunto
set their respective hands and
these presents have been counter-
signed by ALBERT CLARK
for and on behalf of Thomas Duff &
Co. (India) Private Limited the
Managing Agents of the said Com-
pany in the presence of:

Kachobad S. Māha
Chartered Accountant
3, Clive Row.

Calcutta,
Nondol Gopal Mukerjee, Law Officer.
3, Clive Row, Calcutta.

THE COMMON SEAL of the abovenamed
Braithwaite & Co. (India) Limited
has hereunto been affixed by the
direction and in the presence of
DONALD FORDWOOD and
LOVEL GERARD SKEATHMAN two
of its Directors who have here-
unto set their respective hands
and these presents have been
countersigned by BANWARILAL
MATHUR the Secretary there-
of in the presence of:

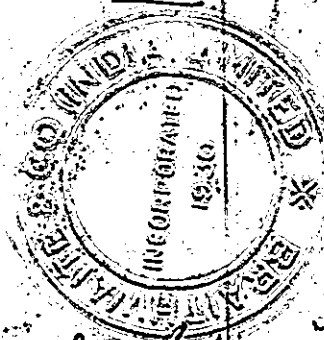
A. Sen
Commercial Assistant
Braithwaite & Co (India) Ltd
Hill Road, Calcutta - 43

Mr. Narayana
(V.K. Varma)
Commercial Assistant
Braithwaite & Co (India) Ltd
Hill Road, Calcutta - 43

Countersigned

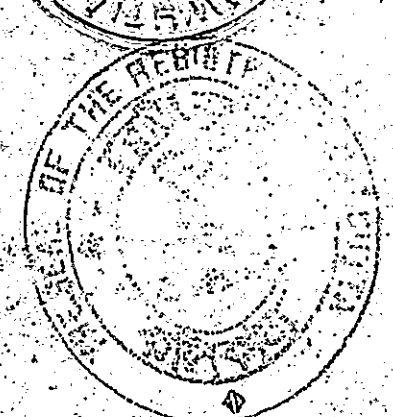
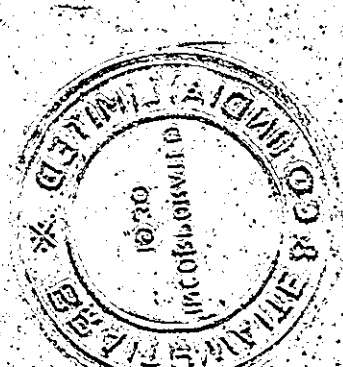
Per Pro. Thomas Duff & Co. (India), Private Ltd.

Albert Clark



D.F. Mathur
Banwarilal Mathur

RECEIVED



21917

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

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rupees One hundred being the consideration money above expressed to have been paid this day by the Purchaser to the Vendor as per Memo of Consideration below:

Rs. 100. 00 nP.

MEMO OF CONSIDERATION.

By Cheque No. D037824 dated the 3rd September, 1963 drawn on National and Grindlays Bank Ltd. (Lloyds Branch) by the Purchaser in favour of the Vendor.

Rs. 100. 00 nP.

Rs. 100. 00 nP.

(Rupees One hundred only).

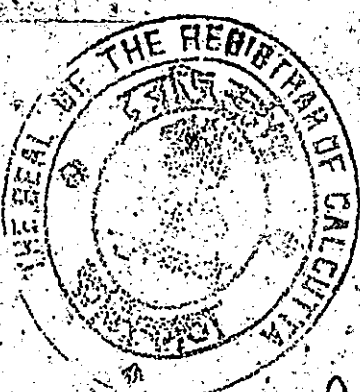
Witnesses:

Per Pte. Thomas Duff & Co. (India), Private Ltd.

1. Kacholiad S. Ghalia
Chartered Accountant,
3. Clive Row,
Calcutta, 1.

2. Anant Sharker Jeynik
Mercantile Assistant
3. Clive Row
Calcutta, 1.

Abdullah



2697

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

22

5(2)

No. 45665

ED this ~~third~~ day of September 1963

Agnd

5(10)
9+1=10
5(10)

No. 50077

No. 70114

Book No. I
Volume No. 171
Pages 94 to 102
Being No. 5624
for the year 1962

The Angus Company Limited.

- To -

Braithwaite & Co. (India) Limited.

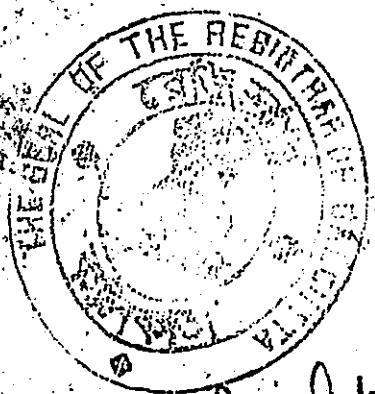
10

4

CONVEYANCE.



Sub-Registrar authorised under
Section 7 of the Indian Re-
gistration Act to perform the func-
tions of the Registrar. Calcutta
20.9.63.



Sub-Registrar authorised under
Section 7 of the Indian Re-
gistration Act to perform the func-
tions of the Registrar. Calcutta-1.
Chamam & Co.,
Calcutta-1.