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having its Registered Office at 29, Netaji Subhas Road in the town of Calcutta (hereinafter called "the Trustees") of the second part and BRAITHWAITE & COMPANY (INDIA) LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 4, Clive Row, Calcutta (hereinafter called "the Purchaser" which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the third part.

WHEREAS:

By a Trust Deed dated fourteenth day of December One thousand nine hundred and fifty-six and registered at the Calcutta Registry Office in Book No.T Volume No.50 Pages 156 to 203 Being No. 1202 for the year 1957 as modified by Supplemental Trust Deeds dated the seventeenth day of April, One thousand nine hundred and fifty-nine and registered at the Calcutta Registry Office in Book No.I Volume No.85 Pages 74 to 78 Being No. 2854 for the year 1959 and dated thirteenth day of August One thousand nine hundred and sixty-nine and registered at the Calcutta Registry Office in Book No.I Volume No.1 Pages 112 to 120 Being No. 4010 for the year 1969 and all made between the Vendor of the one part and the Trustees of the other part (hereinafter called "the First Trust Deed") the Vendor constituted and issued Rupees Forty-five lacks - 2% Debenture Stock 2051 (hereinafter called "the First Stock")

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Stock") and transferred to the Trustees the land described in the First Schedule hereto together with all buildings structures and fixtures thereon as and by way of a first fixed and specific mortgage or charge and charged in favour of the Trustees by way of a first floating charge the uncalled capital and the undertaking and property and assets of the Vendor to secure the issue of the First Stock.

By a Trust Deed dated the thirtieth day of December One thousand nine hundred and fifty-nine and registered at the Calcutta Registry Office in Book No.1 Volume No. 44 Pages 96 to 142 being No. 1326 for the year 1960 as modified by Supplemental Trust Deed dated the thirteenth day of August One thousand nine hundred and sixty-nine and registered at the Calcutta Registry Office in Book No. 1 Volume No.133 Pages 123 to 131 Being No. 4009 for the year 1969 and all made between the Vendor of the one part and the Trustees of the other part (hereinafter called"the second Trust Deed") the Vendor constituted and issued Rupees Four lacks fifty thousand - 1% Debenture Stock 2051 (hereinafter called "the Second Stock") and transferred to the Trustees the land described in the First Schedule hereto together with all buildings structures and fixtures thereon as and by way of a first fixed and specific mortgage or charge and charged in favour of the Trustees by way of

By onste..... Agent for.... a first floating charge the uncalled capital and the undertaking of property and assets of the Vendor to secure the Issue of the Second Stock subject to the fixed and floating charges created by the First Trust Deed.

- the amount payable to the Purchaser by the Vendor in respect of Flat Nos. 1, 11, 24, 28 and 30 is Rupees six lacs sixty-three thousand and six hundred thirty being the apportioned amount of the total amount of the First Stock and of the Second Stock attributable to the said flats and held by the Purchaser.
- Purchaser the said flats, (together with the furniture, plant and machinery exclusively belonging to the said Flats and specified in the Second Schedule hereto) of the building on the said land and an undivided 13.41% share of and in the staircase of the said building and the said land and other common parts comprised in remises No.8/6/1, Alipore Road including the plant and machinery specified in the Third Schedule hereto (hereinafter collectively called "the said Flats") at or for the price of Rupees eight lacks twenty-nine thousand and six hundred payable in manner following.
- (5) Out of the said price of Rupees eight lacks twenty-nine thousand and six hundred the sum of Rupees six lacks sixty-three thousand and six hundred thirty shall be satisfied by adjustment of the apportioned amount of the

First



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First Stock and of the Second Stock and the sum of Rupees One lack sixty-five thousand and nine hundred seventy shall be paid by the Purchaser to the Vendor as hereinafter provided.

(6) In regard to the said sum of Rupees One lack sixty-five thousand and nine hundred seventy the Purchaser shall pay to the Vendor a sum of Rupees eighty-two thousand and nine hundred eighty-five on or before the execution of these presents and the balance namely Rupees eighty-two thousand and nine hundred eighty-five in manner hereinafter provided.

NOW THIS DEED WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the sum of Rupees six lacks sixty-three thousand and six hundred thirty satisfied by adjustment of the sum of Rupees six lacks sixty-three thousand and six hundred thirty being the apportioned amount of the total amount of the First Stock and of the Second Stock attributable to the said Flats and of the release hereinafter contained and also in consideration of the sum of Rupees eighty-two thousand and nine hundred eighty-five paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor hereby admits and acknowledges) and of the covenant on the part of the Purchaser to pay the sum of Rupees eighty-two thousand and nine hundred eighty-five in the manner set out in Clause 2 hereof the Vendor hereby conveys, transfers, assigns and assures and the

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Trustees hereby confirm, convey, transfer, assign and release unto the Purchaser ALL THOSE the said Flats the said Flat Nos. 1, 11, consisting of three bed rooms and the said Flat Nos.24, 28, 30 consisting of two bed rooms together with electric installation. plumbing sanitary fittings built in cabinets, wall safes and other fixtures and fittings therein and also with the furniture, plant and machinery specified in the Second Schedule hereto and an undivided 13.41% share of and in the staircase of the said building and the land comprised in the said premises No.8/6/1, Alipore Road described in the First Schedule hereto and other common parts comprised in the said premises (including the plant and machinery) specified in the Third Schedule hereto TOGETHER WITH five garages and ten servants quarters on the said land provided for the said flats (all of which said properties are hereinafter collectively called "the said Flats") and the reversion or reversions or remainder or remainders and the rents issues and profits thereof AND ALL the estate right title interest property claim and demand whatsoever of the Vendor in to out of or upon the said Flats and TO HOLD the same unto the Purchaser discharged from the fixed and floating charges created by the First Trust Deed and by the Second Trust Deed and free from all encumbrances whatsoever TOGETHER WITH full right and liberty of the Purchaser and all persons authorised by the Purchaser in common with other person or persons having similar rights to pass and repass over and along the common roads comprised in the said land with or without carts, carriages, animals, motor cars and

vehicles



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vehicles for all purposes and the benefit of the use of the drains, sewers, pipes on or under the said land from time to time and at all times hereafter so far as it relates to or shall be applicable to the said Flats together with the benefit of the covenant for production of the title deeds set out in the Fourth Schedule hereto and contained in the Conveyance dated the twelfth day of January One thousand nine hundred and fifty-two and made between Ampie Limited of the first part Maharaja Jagaddipendra Narayan Bhup Bahadur of the second part and Herbert Chiswell-Jones and others of the third part SUBJECT NEVERTHELESS to easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flats as set out in the Fifth Schedule hereto and the right to use the said lift, staircase, entrance, lawns, compounds, passages, common paths and passages and roads in common with the person or persons having similar rights and for the purpose of an access to the public road EXCEPTING AND RESERVING unto other person or persons having similar rights such easements or quasieasements rights and privileges as are set out in the Sixth Schedule hereto.

Purchaser shall pay to the Vendor the said sum of Rupees eighty-two thousand and nine hundred eighty-five in such instalments as may from time to time be agreed between the Vendor and the Purchaser and failing such agreement by equal half-yearly instalments payable on the first day of June and first day of December in every year, the first of such payments to be made on the first day of December, One thousand nine hundred and sixty-nine.



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- In consideration of the premises the Trustees and the Purchaser hereby release the Vendor from all liability under its covenant contained in the First Trust Deed and in the Second Trust Deed for payment of the First Stock and of the Second Stock respectively, and from all claims and demands thereunder.
- 4. The Vendor hereby covenants with the Purchaser as follows:
 - (i) The interest which the Vendor doth hereby profess to transfer subsists and that it has good right full power and absolute authority to grant convey transfer assign and assure the said Flats hereby granted conveyed transferred assigned and assured unto the Purchaser in manner aforesaid.
 - (ii) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said Flats and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for it.
 - (iii) The said flats are freed and discharged from and against all manner of encumbrances whatsoever.
 - (iv) The Vendor shall from time to time and 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
 conveyances



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conveyances matters and things whatsoever for the further better or more perfectly assuring the said Flats and every part thereof unto the Purchaser in manner aforesaid as shall or may be reasonably required.

The Trustees hereby covenant with the Purchaser that the Trustees so far as they relate to their own acts have not done or knowingly suffered or been party or privy to any act deed or thing whereby the said Flats are or may be encumbered or affected in title or otherwise or whereby the Trustees are or may be hindered from confirming conveying transferring assigning and releasing the said Flats unto the Purchaser in manner aforesaid.

THE FIRST SCHEDULE above referred to:

ALL THAT piece or parcel of revenue redeemed land covering a total area of 5 bighas 18 cottahs 5 chittacks and 40 square feet or thereabouts and being a portion of the premises No.8, Alipore Road (now known as 8/6/1, Alipore Road) and comprised in Holding No.6 Sub-Division X Division X situate in Dhopapara within Touzi No. 1068 Government Estate Sahebanbagicha within Calcutta Municipality Thana and Sub-Registry Office Alipore in the District of 24 Parganas and made up two Plots as follows:-

Plot No.15 containing an area of 5 bighas 17 cottahs and 13 chittacks or thereabouts and bounded as follows:

On the North by Plot No. 16

On the West partly by Plot No. 21 and partly by Plot No. 22.

On the South by a drain and

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On the East partly by Plot No.13 and partly by Plot No.14

One half of Plot No.14 containing an area of 8 chittacks

and 40 square feet or thereabouts and bounded as follows:

On the North by the remaining portion of Plot No.14

On the West by Plot No.15

On the South by Plot No.13 and

On the East by the Common Road both the plots being delineated on the plan annexed to the Conveyance dated the 12th day of January 1952, and made between Ampie Ltd. of the first part, Maharaja Jagaddipendra Narayan Bhup Bahadur of Cooch Behar of the second part and Herbert Chiswell-Jones and others of the third part and the reon coloured pink.

THE SECOND SCHEDULE above referred to:

		Total:	In Flat	In Flat
			Nos.1, 11 (Each Cor	Nos.24, 28, taining)
		40	(3	2
1. 2.	Water Heaters Cookers	12 5	3 1	1
3. 4.	Xpelair Fans Wooden racks with	5 Drawers 12	1 3	1 2
5. 6	Ceiling Fans	34 12	8	6

THE THIRD SCHEDULE above referred to :

1.	Airconditioning Plant including pumping		
	equipment.	1	
2.	Transformers including		
~ 0	switch gear etc,	2	
3.	Generator	1	
Ĺ,	Lifts	4	
4. 5. 6.	Water softening Plant Tubewell and pumps	1 2	

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THE FOURTH SCHEDULE above referred to:-

- Lease dated 9th April 1818, and made between Francis
 Balfour of the one part and Walter Raleigh Gilbert and Algernon
 Reveley of the other part.
- 2. Deed of Release dated 10th April 1818, made between Francis Balfour of the one part and Walter Raleigh Gilbert and Algernon Reveley of the other part.
- 3. Lease dated 31st May 1824, made between Walter Raleigh Gilbert and Algernon Reveley of the one part and John Hughes of the other part.
- Release dated 1st June 1824, and made between Walter Raleigh Gilbert and Algernon Reveley of the first part, William Butterworth Bayley of the second part and John Hughes of the third part.
- 5. Conveyance dated 20th October 1851, made between William Butterworth Bayley of the first part John Hughes of the second part and Prince Rahimuddin of the third part.
- 6. Mortgage dated 1st February 1862, from Prince Rahimuddin to D. J. Ezra and another.
- 7. Bond dated 1st July, 1862 from Prince Md. Rahimuddin to D. J. Ezra and another.
- 8. Mortgage dated 23rd June, 1864 from D. J. Ezra and another to the Land Mortgage Bank of India Limited.
- 9. Transfer of Mortgage and Fresh Mortgage to secure further advance and other sums dated 10th August, 1865 from Land Mortgage Bank of India Limited to Shahzada Md. Rahimuddin and another.

STREET OF THE PROPERTY.

- 10. Deed of Agreement and Collateral Security dated 17th April, 1867 from Prince Md. Rahimuddin to J. F. Watkins.
- Attested copy of the declaration of Trust dated the 29th August, 1868 made between Prince Chulam Mohammad Shahzada Mohammad Rahimuddin and Shahazada Pak Akhtar of the one part and the several persons whose names were mentioned in the Schedule thereto (being descendants of the family of Tipu Sultan) of the other part.
- Driginal Conveyance bearing date the 25th February, 1869 between Josceline Frederick Watkins of the first part, Shahzada Mohamed Rahimuddin of the 2nd part, His Highness Prince Ghulam Mohamed, Shahzada Mohamed Rahimuddin and Shahzada Pak Aktar Trustees of a certain Indenture of Settlement dated 29th August 1868 of the 3rd part and J.C.S. Watkins of the 4th part.
- 13. Attested copy of Appointment of New Trustee dated 20th September, 1872 from Shahzada Mohamed Rahimuddin and another to Sahebzada Mohamed Nasiruddin Hyder.
- 14. Attested copy of Appointment of New Trustee dated 9th September, 1875 from Shahzada Mohamed Rahimuddin and another to Sahebzada Mohamed Kamiluddin.
- Original Conveyance dated 22nd June, 1883 between (1)
 Shahzada Mohamed Rahimuddin of Russapagla in the suburbs of Calcutta
 1st part (2) the said Shahzada Mohamed Rahimuddin, Sahebzada Mohamed
 Nasiruddin Hyder and Sahebzada Mohamed Kamiluddin all of Russapagla
 thereinafter together referred to as the Trustees of the 2nd Part
 Henry Ulick Browne, I.C.S. Commissioner of Rajsahi and Cooch Behar
 Division and as such legal guardian of the person estates and effects



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of Nripendra Narain thup Bahadur Maharaja of Cooch Behar an infant thereinafter called the Commissioner of 3rd part and the said Maharaja Nripendra Narain Bhup Bahadur thereinafter called the Purchaser of the 4th part.

- Original Pottah dated 1st October, 1883 granted by Collector, 24 Parganas to Maharaja Nripendra Narain Bhup Bahadur of Cooch Behar in respect of 94 Bighas 13 cottahs and 2 chittacks of land paying an annual rent of Rs. 155/12/3 each year.
- 17. Agreement dated 28th August, 1949 between the Governor General of India and His Higness the Maharaja of Cooch Behar.
- 18. Declaration dated 20th March, 1950 by the Maharaja of Cooch Behar.
- 19. Original Agreement of Sale dated 20th day of June, 1950 between Maharaja Jagaddipendra Narayan Bhup Bahadur of the one part and Ampie Ltd. of the other part.
- 20. Letter bearing date the 30th August, 1949 D.U. No. F 15 (15)-P/49 from the Ministry of State, New Delhi to Maharaja of Cooch Behar in connection with the Agreement concluded by the Governor General of India and His Highness for the integration of the Cooch Behar State.
- 21. Letter dated 10th March, 1950 Ref. No.SPP/ADV/C688 from the Superintendent Imperial Bank of India to Maharaja Jagaddipendra Narayan Bhup Bahadur of Cooch Behar.
- 22. Mortgage of freehold dated 13th March, 1950 from Maharaja Jagaddipendra Narayan Bhup Bahadur to New India Assurance Co.Ltd.



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- 23. Deed of further charge dated 12th July, 1950 from the Maharaja of Cooch Behar to New India Assurance Co. Ltd.
- Reconveyance dated 21st August, 1950 from New India
 Assurance Co. Ltd. to His Highness Jagaddipendra Narayan Bhup
 Bahadur Maharaja of Cooch Behar.
- 25. Release dated 5th February, 1951 from Imperial Bank of India in favour of Maharaja Jagaddipendra Narayan Bhup Bahadur.
- 26. Original Power of Attorney dated 26th November, 1951 from Maharaja Jagaddipendra Narayan Ehup Bahadur in favour of Harry Arthur Fowler and others.
- 27. Uriginal Redemption Certificate dated the 12th Uctober, 1950 granted by the Collector of 24 Parganas on behalf of the Governor of West Bengal to Maharaja Jagaddipendra Narayan Bhup Bahadur.
- 28. Conveyance dated 19th January, 1951 between Maharaja
 Jagaddipendra Narayan Bhup Bahadur of the first part, Ampie Ltd.
 of the second part and Hari Prosad Poddar of the third part.

 29. Conveyance dated the 4th December, 1951 between Hari
 Prosad Poddar of the one part and Ampie Ltd. of the other part.

THE FIFTH SCHEDULE above referred to:-

The Purchaser shall be entitled to all rights privileges vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Flats or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof

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or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Vendor the rights easements quasieasements privileges and appurtenances hereinafter more particularly set forth in the sixth Schedule hereto.

- 2. The right of access in common with the Vendor and/or other occupiers of the said building at all times and for all normal domestic purposes connected with the use and enjoyment of the compound and lawn.
- 3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flats with or without vehicles over and along the driveway and path ways comprised within the said building and land PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or its servants, agents and employees, invitees and customers to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of other person or persons including the Vendor properly entitled to such rights of way as aforesaid along such driveway and pathways as aforesaid.
- The right of protection of the said flats by or from all parts of the said building so far as they now protect the said flats.
- The right of passage in common as aforesaid of gas, electricity, water and soil from and to the said Flats through pipes, drains, wires and conduits lying or being in under through or over the said building and premises so far as may be reasonably necessary for the beneficial occupation of the said Flats for all purposes whatsoever.



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6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the said building and land for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts of the said Flats in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving fortyeight hours previous notice in writing of its intention so to enter to the Vendor and/or other person or persons properly entitled to the same.

THE SIXTH SCHEDULE above referred to:

The undermentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the sale and reserved.

- The right in common with other person or persons entitled to the other part or parts of the said building as aforesaid for the ownership and use of common part or parts of the said building including its lifts, staircases, lawn, compound, entrance and other passages.
- The right of passage in common with the Purchaser and other person or persons as aforesaid of gas, electricity, water and soil from and to any part (other than the said flats) of the other part or parts of the said building through pipes, drains, wires, conduits, lying or being in under through or over the said flatsas for as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes



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purposes whatsoever.

- The right of protection for other portion or portions of the said building by all parts of the said flats as far as they now protect the same.
- The right as might otherwise become vested in the purchaser by means of structural alterations to the said flats or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.
- The right by the occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress from such other part or parts of the said building, the front entrance, staircase, lift, compound, lawn and other common passages or paths of the said building.
- The right with or without workmen and necessary materials to enter from time to time upon the said flats for the purpose of repairing so far as may be necessary for such pipes, drains, wires and conduits as aforesaid PROVIDED ALWAYS such other person or persons shall give to the Purchaser prior fortyeight hours written notice of its and/or their intention for such entry as aforesaid.

IN WITNESS whereof the parties hereto have executed these presents the day and year first above written.

THE COMMON SEAL of the abovenamed Alipore I Estates Limited has been hereunto affixed in the presence of :

M. L. Laxus

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S. Sen.

Assistant,
1 OVELOCK & LEWES
4. Lynns Range.
CALCUITA-1

Assistant, 1 OVINCOK & LEWES 4. Lyons Gange, CALCUITA-1

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THE COMMON SEAL of the above named I Dalhousie Holdings Limited has been hereunto affixed in the presence of:

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and wont Solicitor Colente

THE COMMON SEAL of the abovenamed Braithwaite & Company (India) Limited has been hereunto affixed in the presence of:

X. Lahiny. Asololont Braile waili Vo (Juris) Limitud Mide Roar, Calculli-43.

(A. K. Ghosh)

Assistant

Bristonaile Worldig) Limited

Hile Road, Glank -43.

DALIJUSIS HULDINGS LIMITED

Director.

Director.

Acting Severary.

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