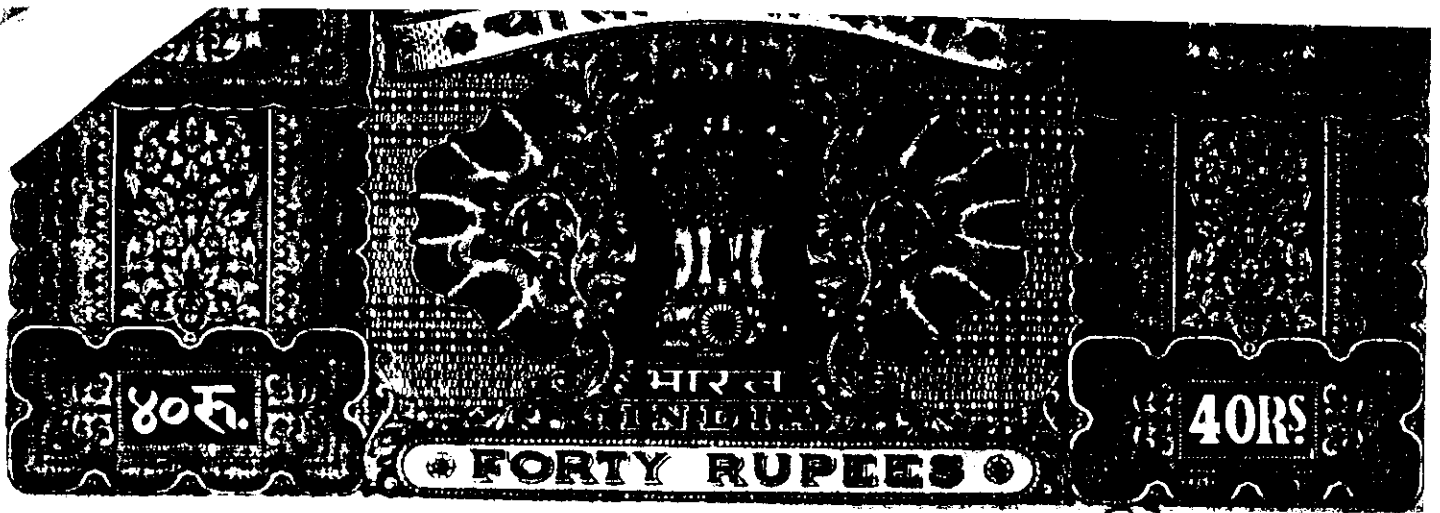




THIS INDENTURE made on the 20th day of Februar
in the year one thousand nine hundred and sixty eight
BETWEEN Dr. Mrs. Alexina Beatrice Sweet daughter of late
Rev. Aron Sweet and wife of Dr. Banwari Lal Rohatgi resid
of 15/9 Civil Lines, Kanpur and Dr. Banwari Lal Rohatgi
son of Sri Shyam Lal resident of 15/9 Civil Lines, Kanpur
(hereinafter called the 'Vendors') of the one part and
Shri Murli Manohar Agarwal, son of Sri Pyare Lal Agarwal,
resident of 15/266 Civil Lines, Kanpur (hereinafter calle
the 'Purchaser') of the other part.

WHEREAS Raja Ram Kumar Bhargava and Munshi Tej
Kumar Bhargava purchased free hold land situated in Civil
Lines, Kanpur under an indenture dated the 11th December
1946 from the Secretary of State for India in Council

Handwritten notes in the left margin:
1. 15/9 Civil Lines, Kanpur
2. 15/266 Civil Lines, Kanpur
3. Raja Ram Kumar Bhargava
4. Munshi Tej Kumar Bhargava
5. 11/12/46

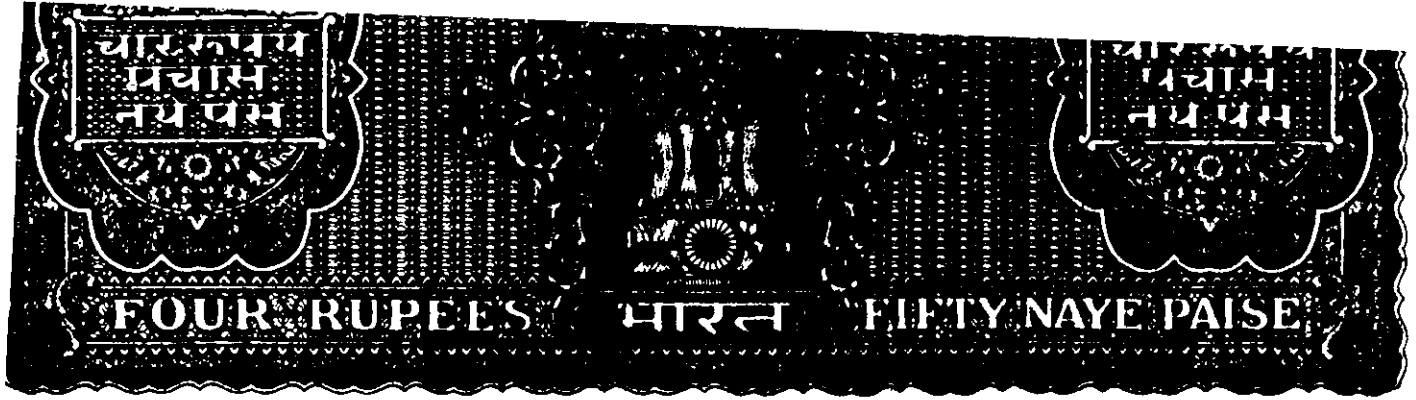


-2-

AND WHEREAS after the purchase of the aforesaid land the said Raja Ram Kumar and Munshi Tej Kumar Bhargava constructed bungalows on the said land, one of which came to be numbered as 16/23, and later on was numbered as 16/ Civil Lines, Kanpur

AND WHEREAS the said Bungalow No.16/23 Civil Lines, Kanpur was sold at a public auction by Raja Ram Kumar Bhargava and Munshi Tej Kumar Bhargava on the 16th September 1951 through Messrs. P. Stanwill & Co. Auctioneers

AND WHEREAS the Vendor Dr. Alexina Beatrice St purchased the aforesaid premises No.16/23 Civil Lines, Kanpur for a sum of Rs.60,000/- (Rupees sixty thousand only) at the said auction and obtained a sale deed dated the 4th October 1951 and registered in Book No. 1, Volume No. 180 on pages 131 to 137 at Serial No. 2073 on the 24th October



-3-

AND WHEREAS the Vendor Dr. Alexina Beatrice Sweet thus became the absolute owner of the said premises No.16/23 which are now numbered as 16/71 and 16/71A Civil Lines, Kanpur.

AND WHEREAS the land in premises No.16/71A was partly low land and was filled by the Vendor Dr. Alexina Beatrice Sweet up to the road level

AND WHEREAS the Vendor Dr. Alexina Beatrice Sweet applied to the Nagar Mahapalika, Kanpur for the sub division of premises No.16/71A according to a plan submitted by the Vendor Dr. Alexina Beatrice Sweet to the Nagar Mahapalika, Kanpur

AND WHEREAS according to the said plan the land in premises No.16/71A was sub divided into five plots

which plan has been duly approved by the Nagar Mahapalika

Cont.....

[Signature]

[Signature]

[Signature]

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Kanpur on the terms and conditions contained in their
Letter No. 424/18/L/65-66 dated the 28th April 1966

AND WHEREAS Dr. Alexina Beatrice Sweet by her
letter dated the 17th May 1966 has accepted the terms and
conditions contained in the said letter of the Nagar
Mahapalika, Kanpur

AND WHEREAS the Vendor Dr. Alexina Beatrice Sweet
has sold some of the five plots hereinbefore mentioned but
is still the absolute owner of the western-most plot which
is shown as plot No. 16/71A (1) in the plan annexed hereto

AND WHEREAS Dr. Alexina Beatrice Sweet the
Vendor negotiated with the Purchaser for the sale of a
portion of the said plot No. 16/71A (1) having an area of
one hundred one decimal one (101.1) square yards and shown
in red colour in the plan annexed hereto with all the
rights together with the right of easement appurtenant
thereon for a sum of Rs. 8,000/- (Rupees eight thousand)
provided Dr. Banwari Lal Bohra of the first part also
joins in this indenture of sale as one of the vendors to
the satisfaction of the Purchaser

[Signature]

[Signature]

[Signature]

AND WHEREAS Dr. Barnari Lal Bohari although has no right, title or interest in the aforesaid plot, has agreed for the satisfaction of the Purchaser to join in this indenture as a Vendor.

AND WHEREAS the Vendors have agreed with the Purchaser to sell absolutely to the latter the aforesaid piece of land having an area of one hundred one decimal 0 (101.1) square yards fully described and bounded as given below and also shown in red colour in the plan annexed hereto for a sum of Rs.8,000/- (Rupees eight thousand only) free from all encumbrances, charges and demands whatsoever and the Purchaser has agreed to purchase the same.

NOW THIS DEED WITNESSETH :-

1. That in pursuance of the said agreement between the Vendors and the Purchaser and in consideration of Rs.8,000/- (Rupees eight thousand only) paid by the Purchaser to the Vendors before the sub-Registrar, Kanpur which sum the vendors do hereby acknowledge as having received the said Vendors hereby convey, transfer and assign absolutely unto and to the use of the said

Atstwal Bihari Lal Cont.....

Purchaser, his heirs, executors, administrators and assigns all that land measuring one hundred one decimal one (101.1) square yards free hold bounded as given below and shown in red colour in the plan annexed hereto.

2. That the Vendors do hereby covenant and declare for themselves their heirs, executors, representatives and assigns that the Vendor Dr. Alexina Beatrice Sweet possesses and has good title and right to convey the premises hereby conveyed or expressed to be conveyed unto the purchaser his heirs, executors, administrators and assigns subject to the terms and conditions contained in the aforesaid letter of the Nagar Mahapalika, Kanpur which has been accepted by the Vendor Dr. Alexina Beatrice Sweet and that the purchaser shall hereafter peacefully hold use occupy and enjoy the same as his own chattel and property without any hindrance interruption claim or demand by or from the Vendors or any other persons whatsoever.

And that the Vendors and all persons claiming under them shall from time to time upon the request and at the cost of the Purchaser his executors, administrators

R. B. Sweet - Ch. Lalit

representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things at the cost of the person requiring it in whatsoever manner for the further and more perfectly assuring the said premises and every part thereof unto the Purchaser, his heirs, executors, representatives and assigns and placing him and them in possession of the same according to true intent and meaning of these presents as shall or may be reasonably required.

And it is further declared that the said premises hereby devised are free hold and free from all encumbrances, charges, claim or demand whatsoever and that the Vendors or any person or persons claiming for and under them have not done any thing whereby the premises hereby devised may be subject to any attachment or lien of any court or person whatsoever or any prior agreement or sale and Dr. Alexina Beatrice Hunt is the absolute owner and in possession of the devised plot as referred to in the recitals above.

Should the Purchaser be put to any loss or account of any defect in the title of the Vendors or

Dr. Alexina Beatrice Hunt *Wm. J. Hunt*

right to convey the property hereby identified on account
of any breach of any covenants the purchaser without
prejudice to his any other remedy shall be entitled to
recover the same from the Vendors and their estates.

And the said Vendors hereby further covenant
with the said purchaser that in case the land hereby demised
or any part thereof is lost to the said purchaser on account
of any defect in the title of the Vendors or their right
to transfer the same or the possession or quiet enjoyment
of the said land by the purchaser is disturbed in any way
whatsoever or on account of any litigation started by any
one claiming through the Vendors or their heirs, executors
in interest or by any one claiming title paramount to the
Vendors or on account of some act or omission of the said
Vendors then the said Vendors, their heirs and
representatives shall make good all losses and damages
sustained by the said Purchaser by reason of such defect
in the title of the Vendors.

And the said Vendors hereby further covenant
with the said Purchaser that the said Vendors or their
heirs, executors, representatives, transferees and assigns
shall not at any time open any doors, windows, partitions

Description of the Property hereby licensed

Portion of private plot No. 1 in premises No.16/71A Civil Lines, Kanpur having an area of one hundred one decimal one (101.1) square yards and shown in red colour in the plan annexed hereto and bounded as follows :-

East :- Private plot No. 2 of premises No.16/71A Civil Lines, Kanpur and owned by the Purchaser.

West :- Remaining portion of private plot No. 1 of premises No.16/71A, Civil Lines, Kanpur.

North :- Premises No.16/71 Civil Lines, Kanpur.

South :- Footpath and thereafter public road.

Witnesses:

1. [Signature]

2. [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
[Signature]
[Signature]

Registered as No 3508 and its duplicate as
3509 in Book I Volume 2576 on pages
53 to 60 on This day of 27th February

W. H. W.
Cm

