

File No. 110207296/2003-IV J.I-1 (ARA-II)



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National Register of Assurance  
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THIS DEED OF SALE made on this 1<sup>ST</sup> day of MARCH Two Thousand Three BETWEEN M/S. USHA BRECO LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at No. 8, C. R. Avenue, Kolkata 700 072 hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its Directors, their successor

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Page:2 / 58



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or successors in office/interest and assigns) of the **FIRST PART** AND **M/S. USHA BELTRON LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at **MANGAL KALASHI 2A, Shakespeare Sarani, Kolkata 700 071**, hereinafter referred to as the **PURCHASER** (which expression shanless excluded by or repugnant to the subject or context shall mean and include its Directors their successor or successors in office/interest and assigns) of the **SECOND PART** :

Point to.....USHA ELECTRON LTD.  
2A, Bhubaneswar, Odisha  
Calcutta-700 071

Calcutta Collection

*[Signature]*

*[Faint handwritten notes and signatures]*





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**WHEREAS:**

A. One Shree Jagmohan Prasad Goenka and others who constituted an undivided joint Hindu Mitakshara family of which Shree Jagmohan Prasad Goenka was the Karta jointly owned fully seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** the messuage tenement land hereditament and premises No. 2A, Shakespeare Sarani, in the South Division of the town of Kolkata as an

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Sole C. **USHA SINGH ROY LTD.**  
2A, Chakrapani Sarani  
Calcutta - 700 071

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indefeasible estate of inheritance in fee simple in possession free from all encumbrances and liabilities whatsoever ;

B. By an Indenture of Conveyance dated 28<sup>th</sup> October, 1970 and registered in the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 165, Pages 175 to 182, Being No. 4599 for the year 1970, the said Jagmohan Prasad Goenka & Ors. for the consideration therein



BA No.

Sold to: USHAR CORPORATION LTD.

2A, Chatterjee Sarani,  
Calcutta-700 071

Calcutta Collection Co.

No.

26/1/03

Treasurer



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mentioned sold transferred therein mentioned sold transferred and  
conveyed to THE ALLIED MERCANTILE AGENCIES LIMITED ALL  
THAT the Premises No. 2A, Shakespeare Sarani, in the South Division of  
the town of Kolkata fully and particularly described in the schedule to  
the said Indenture ;

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TECHNICAL



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C. The said M/S. THE ALLIED MERCANTILE AGENCIES LIMITED, became the sole and absolute owner of the said Premises No. 2A, Shakespeare Sarani, Kolkata 700 071 and made a scheme for construction of a multistoried mercantile cum office building on the land of the said Premises No. 2A, Shakespeare Sarani, in the town of Kolkata inter alia consisting of several independent and distinct commercial units

USHA R. RON LTD

2A, Chhatrapati Shivaji

Colaba - 400 071

Encl - 70100

*[Signature]*

*[Faint handwritten notes and signatures]*





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in the said multistoried building and appointed Shree S. N. Agarwal, an Engineer and Architect of M/s. Agarwal & Associates of No. 35A, Jawaharlal Nehru Road, Calcutta to prepare a plan for construction of the said multistoried building ;

D. The said architect duly prepared a plan for construction of a multistoried office building on the South West portion of the said



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Premises No. 2A, Shakespeare Sarani, Kolkata and got a plan duly sanctioned and approved by the Calcutta Municipal Corporation vide its Sanction No. 31(B-7) of 1985 and subsequently resubmitted to the Kolkata Municipal Corporation a revised plan inter alia proposing to convert the ground floor and first floor of the said premises from office to Show Rooms which was duly sanctioned and approved by the said Kolkata Municipal Corporation vide its Sanction No. 88(B-7) dated 30.10.1987 ;

USHA FERRON LTD.  
2A, Chatterjee Sarani  
Calcutta-700 021

Calcutta Collection

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TREASURER

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E. By an Agreement dated 24<sup>th</sup> January, 1990 by and between the said Allied Mercantile Agencies Limited therein referred to as the "Owner" and the Vendor herein, therein referred to as the "Purchaser" and the Vendor herein agreed to purchase from owner super built up space measuring 1276 sq. feet on the Third Floor of the building and engaged the Builder to construct an office unit on the said space

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measuring 1276 sq. feet on super built up area being Unit No. 3F on the Third Floor of the multi-storied building at the said Premises No. 2A, Shakespeare Sarani, Kolkata, more fully and particularly described in the Schedule "A" therein on various terms and conditions ;

F. The Vendor herein duly paid the full consideration money to the owner towards the cost of the space and proportionate share in land



PAID TO USHA R. BOND LTD  
2A, Shivajinagar, Mumbai  
Calcutta 700 071

Calcutta Collection

Treasury

Date 26/11/03

  
Treasurer

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11

and also paid full consideration to the Builder towards costs of construction in terms of the said agreement, and took delivery of the said office Unit No. 3F, from the said Builder completed in every respect.

G. The Vendor herein acquired right, title, interest in the self-contained office unit being Unit No. 3F, measuring super built area 1276 sq. feet on the Third Floor in the said multistoried building at Premises

6744 J. Neurosci., September 24, 2008 • 28(39):6739–6744

Figure 1

॥



0300 072215

12

No. 2A, Shakespeare Sarani, Kolkata, constructed by the builder as per the sanctioned plans and the said Scheme for a valuable consideration mentioned therein and obtained full right of the said office/unit upto one and half inch of the ceiling absolutely ;

H. The said builder duly completed construction of the said Unit No. 3F on the Third Floor of the Premises No. 2A, Shakespeare Sarani,

85. *1/1/2003*  
BOM 1000 USHA-ELECTRON LTD  
2A, Chingappa, Sarani  
Calcutta-700 071

Calcutta Collectorate

Date

Treasurer

*27*  
4-2003



03DD 072216

13

Kolkata, and made over possession of the said unit to the vendor herein in terms of the said agreement upon receipt of agreed consideration ;

I. By an Indenture of Conveyance dated 16<sup>th</sup> October, 1990 Registered with Registrar of Assurances Kolkata in Book No. I, Volume No. 380, Pages 66 to 76 being No. 1616 for the year 1991 the said Owner, sold and conveyed all their right, title and interest in upon and in respect



Sl. No.

Sold to..

USHA PROMOTIONS LTD.

2A, SANKAR, Surani  
Calcutta-700 071

Calcutta Collectorate,

Treasury

Date

20/11/2003

Treasurer



03DD 072217

14

of All That undivided indivisible proportionate but variable share in the land and space attributable to the said unit to the Vendor herein and the Vendor herein became the full and absolute owner of the Unit No. 3F duly constructed by the builder on the Third Floor of the said Premises No. 2A, Shakespeare Sarani, Kolkata, more fully and particularly described in the Schedule "A" hereunder written ;





0300 072218

15

J. By an Agreement dated 25<sup>th</sup> April, 2000 the Vendor herein has agreed to sell and the Purchaser herein has agreed to purchase All That Unit No. 3F constructed on the Third Floor of the Building together with the right, title and interest of the Vendor in upon and in respect of the undivided indivisible proportionate but variable share in the land attributable to the said Unit No. 3F measuring a super built area of 1276

USHA ELECTRON LTD.  
2A, ...  
(...)

*[Handwritten signature]*

*[Handwritten mark]*



03DD 072219

16

sq. feet along with proportionate right in all common areas and facilities at the Premises No. 2A, Shakespeare Sarani, Kolkata known as "VICTORIA PLAZA" more fully and particularly mentioned and described in the schedule "A" hereunder written and shown in green ink in the map or plan annexed hereto for total agreed consideration of Rs. 51,04,000/- (Rupees Fifty one lacs four thousand) only free from all



USHA CHIRON LTD.  
2A, J. K. Road, Sarani  
Calcutta-700 071

*[Handwritten signature]*

*[Faint handwritten text]*

*[Handwritten mark]*



encumbrances, charges, liens, claims, demands, liabilities, attachments, whatsoever but subject to requisite clearance and No Objection from appropriate authorities of Income Tax concerned if applicable, for transfer of said unit hereinafter referred to as the "SAID PREMISES".

1. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for an apparent consideration of the sum of

USHA ELECTRON LTD.  
2A, SHYAMOLI Sarani  
Calcutta-700 071

*M*  
MAY 1983



18

Rs.51,04,000/- (Rupees Fifty one lacs four thousand) only of the lawful money of the Union of India well and truly paid by the purchaser to the Vendor at or before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge) and of and from the same and every part thereof quit, release and for ever discharge the property herein in favour of the Purchaser and the Vendor DOTH hereby

USHA ELECTRON LTD.  
2A, ...  
Calcutta-700 071

Calcutta ...

*[Signature]*

*[Handwritten mark]*



19

grant, convey, transfer, sell, assure and assign unto the purchaser All their right, title and interest in upon and in respect of undivided indivisible proportionate share or interest in the said unit No. 3F and the land attributable to the said Unit No. 3F admeasuring 1276 sq. feet super built up area on the Third Floor at Premises No. 2A, Shakespeare Sarani, Calcutta, known as "VICTORIA PLAZA" more fully and particularly



Sole Agent: **IRON LTD.**

at: **Chandrapur Sarani**  
**Calcutta - 700 071**

**Calcutta Collector**

*[Signature]*  
**Deputy**



described in the schedule "A" hereunder written and shown in green ink in the plan annexed hereto free from all encumbrances, charges, claims, demands, liabilities, attachments whatsoever **TOGETHER WITH** proportionate share in all common areas and facilities with owners/occupiers of the other portions of the said building in respect of the stairs, lifts, sewers, drains, ways, paths, passages, ground, water,

Rs. No. 1000000  
Sold to **USHA BELTRON LTD.**  
2A, Sankarpara Sarani  
Calcutta-700 071

Calcutta Collectorate,

Treasury,

Date 20/12/2003

  
Transfer

500Rs.



21

watercourse, fixtures AND ALL manner of former and other rights, liberties, privileges, easements and benefits whatsoever to the said unit land hereditament and premises belonging to or in anywise appertaining thereto or usually held or enjoyed therewith and reputed to belong to or be appurtenant thereto AND the reversion/reversions or remainder or remainders and the rents issues and profits thereof AND ALL the estate,

Sl. No. 7265  
Said to USHA BELTRON LTD.  
2A, Shyamapada Sarani  
of Calcutta 700 071

Calcutta Collectorate,

Treasury,

Date 11/11/2003

  
Principal

title and beneficial interest into or upon the said premises and every part thereof and all documents and muniments and writings and other evidences of title which exclusively relate to the said premises or any part thereof and which now are heretofore was or may be in the custody power or possession of any person from whom the vendor can procure the same without action or suit **TO HAVE AND TO HOLD** the same and every part thereof unto and to the use of the Purchaser absolutely and forever as and for an indefeasible title of inheritance in fee simple in possession free from all encumbrances, charges, claims, demands, lispendens and attachments whatsoever but nevertheless subject to the terms conditions, covenants and stipulations mentioned in schedule "B" hereunder written.

**2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-**

- (a) That the Vendor has good title full right and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said Unit No. 3F along with the proportionate share in the land hereby granted, sold, transferred, assigned, assured, expressed and intended herein free from all encumbrances and



liabilities whatsoever in the manner aforesaid according to the true intent and meaning of these presents.

- (b) And that the Vendor has made the said property free and clear and absolutely acquitted exonerated discharged or otherwise released the said property and keep the said property sufficiently saved defended harmless and indemnified of and from and against all and all manner of estates, mortgages, charges, liens, lispendens, claims, demands, attachments, debts, liabilities and encumbrances whatsoever.
- (c) The Vendor herein has duly obtained N.O.C U/s. 269 UL(3) and section 269 of the I. T. Act, 1961 from the Appropriate Authority, Calcutta and clearance U/s. 230A of Income Tax Act no longer required.
- (d) The Vendor has absolute right and full power in respect of the said unit and proportionate share in the land and also the right to use and enjoy in common the facilities with other owners and occupiers of other office units in the said building the staircase, landings, passages, drive ways, electricity lines, central air conditioning system, generator, water supply, water reservoirs,

common yards, area facilities and all easements and appurtenances relating thereto.

- (e) The said office Unit is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever.
- (f) There is no default or breach on the part of the Vendor of any of the terms and conditions agreed upon, in respect of the said unit.
- (g) The Vendor has paid proportionate costs of installations of central Air Conditioning and acquisition and installations of generator and distribution lines for necessary use thereof in the said unit.
- (h) The security deposits amounting to Rs.13,000/- deposited by vendor with the Allied has already been transferred to M/s. Chowringhee Towers Services Pvt. Limited of 2A, Shakespeare Sarani, Calcutta, who are presently responsible for maintaining the building and the said unit and that said deposit shall be

caused to be transferred to the account of the purchaser on completion of the sale as aforesaid.

- (i) The Vendor is already an Assessee of Kolkata Municipal Corporation and its Assessee No.11-063-48-0268-0. After the agreement of sale and possession given the purchaser is regularly paying Municipal Taxes as per Tax Bills.
- (j) And Further the Vendor and all other persons having or lawfully or equitably claiming any estate, right, title, interest, property, claim or demand whatsoever into or upon the said Unit hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor and/or all and each of them shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly effectively and satisfactorily granting transferring and assuring the said unit and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall and may be reasonably required.

- K. And that the Purchaser shall and will and may from time and at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said unit hereby granted sold and conveyed and receive and take the rent issue and profits thereof and every part thereof without any suit eviction hindrance or interference from the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for the Vendor.

3. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS UNDER :-

- (a) To observe and perform all the terms and conditions which may be made applicable to the said unit.
- (b) To pay regularly and punctually maintenance charges to M/s. Chowringhee Towers Services (P) Ltd., (hereinafter called "Said Company").
- (c) To pay Municipal Rates and Taxes, and such other Tax or Taxes, payable in respect of the said unit from the date of transfer and

possession given to the Purchaser irrespective of the registration.

- (d) To observe perform and abide by the terms, conditions, covenants and stipulations mentioned in the Schedule "B" hereunder written.

**THE SCHEDULE "A" ABOVE REFERRED TO**

ALL THAT unit No. 3F constructed in the South West portion of the third floor of the premises No. 2A, Shakespeare Sarani, Kolkata - 700071 in the District of Kolkata, having a super built up area of 1276 (One thousand two hundred seventy six) Sq. ft. together with proportionate share, right, title, interest of the Vendor in the land attributable to Unit No. 3F inclusive of proportionate share in all common areas and facilities as mentioned in Clause 1 above butted and bounded as under :-

ON THE NORTH : By Unit No. 3G on the third floor of the building.

ON THE EAST : Partly by Rear Stair Case and partly by  
Common Corridor.

ON THE SOUTH : By Open Space of the Premises & 54,  
Chowringhee Roads Building.

ON THE WEST : By Halwasia Petrol Pump & Chowringhee  
Road.

And delineated in green in the plan annexed hereto :

**THE SCHEDULE "B" ABOVE REFERRED TO**

- a) The Purchaser shall co-operate with M/s. Chowringhee Tower Services Pvt. Ltd. who are authorised for administration and maintenance of the entire building including the said unit and space and shall contribute to the said company the proportionate share of the expenses for such purposes.
- b) The Purchaser shall be solely liable and responsible for repairs and maintenance of the Unit and space purchased and acquired by it at his own costs and expenses.



- c) The Purchaser shall bear and contribute the proportionate air-conditioning maintenance charges for air-conditioning of Purchaser's Unit No. 3F through the Centrally Air-conditioned System installed at the said building.
- d) The Purchaser shall be solely liable and responsible for payment of municipal rates and taxes and Government dues and taxes and all other outgoings payable in respect of the said Unit.
- e) The Purchaser shall use the said Unit solely for office purposes and not for any other purpose.
- f) The Purchaser shall punctually pay in every month the maintenance charges as may be levied and payable in respect of its share for the said unit and the electricity charges for consumption of electricity in said Unit.
- g) The Purchaser shall have the right of access and use of the approach ways/passages/paths leading to the building in which the Purchaser's Unit is situated from the Chowringhee Road entrance.

- h) The Purchaser shall not :-
- i) Decorate or cause to decorate the exterior of its unit in any manner or fix grill or fixture of any design other than the approved design or disturb the colour matching or any other decoration.
  - ii) Claim or exercise any right over the main roof of the building.
  - iii) Store any inflammable combustible, obnoxious or objectionable goods or articles with the exception of cooking gas in the unit purchased and acquired by it.
  - iv) Create or cause any nuisance, annoyance inconvenience or disturbance to the owners and occupiers of other units and portions of the said premises.
  - v) Throw dirt, rubbish, rugs, night soil or other refuse or permit or allow the same to be accumulated in its unit/apartment or throw or keep in the compound or any portion of the said building except in the place provided for it.

- vi) Use its unit for any illegal or immoral purposes or convert the same into a place of worship.
- vii) Do or cause to be done any act or thing which may prevent the owners and/or occupiers of other units of the building from peaceful enjoyment of their respective units.
- viii) Demolish or cause or allow to be demolished its unit or any part thereof.
- ix) Claim any right whatsoever in any part of the building and/or the premises save and except what has been expressly granted in its favour in the Schedule "A" hereto.
- x) Keep or store any goods or articles on the stairs or passages or in any way to obstruct the use and enjoyment of the stairs, passages and lifts by the owners and occupiers of the other units and offices of the said building.
- xi) Allow its servants and/or agents to stay in the lobby or passages of the building of the premises.

IN WITNESS WHEREOF the parties hereto have hereunto set  
and subscribed their respective hands and seals on the day month and  
year first above written.

SIGNED SEALED AND DELIVERED  
by the VENDOR at Kolkata in the  
presence of:

1. *R. L. Agarwal*  
R. L. AGARWAL  
88 College Road  
Howrah - 711 003
2. *K. Chatterjee*

For USHA BRECO LIMITED.

*(Signature)*  
Asst. Manager-Accounts & Legal  
(ANIL KUMAR LADHA)

SIGNED SEALED AND DELIVERED  
by the PURCHASER at Kolkata in the  
presence of:

1. *K. Chatterjee*  
K. CHATTERJEE  
2A, Shakespeare Sarni  
Kolkata - 700 071
2. *R. L. Agarwal*  
R. L. AGARWAL  
Advocate

For USHA BELTRON LTD.

*(Signature)*  
COMPANY SECRETARY

MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser the within mentioned sum of Rs.51,04,000/- ( Rupees Fifty one Lakhs four thousand ) only being the consideration money paid in full to the VENDOR against purchase of Unit No. 3F described in Schedule "A" under these presents, as under:-

Rs. 51,04,000/-

TOTAL: Rs. 51,04,000/-

(RUPEES FIFTY ONE LAKHS AND FOUR THOUSAND ONLY).

**For USHA BRECO LIMITED.**

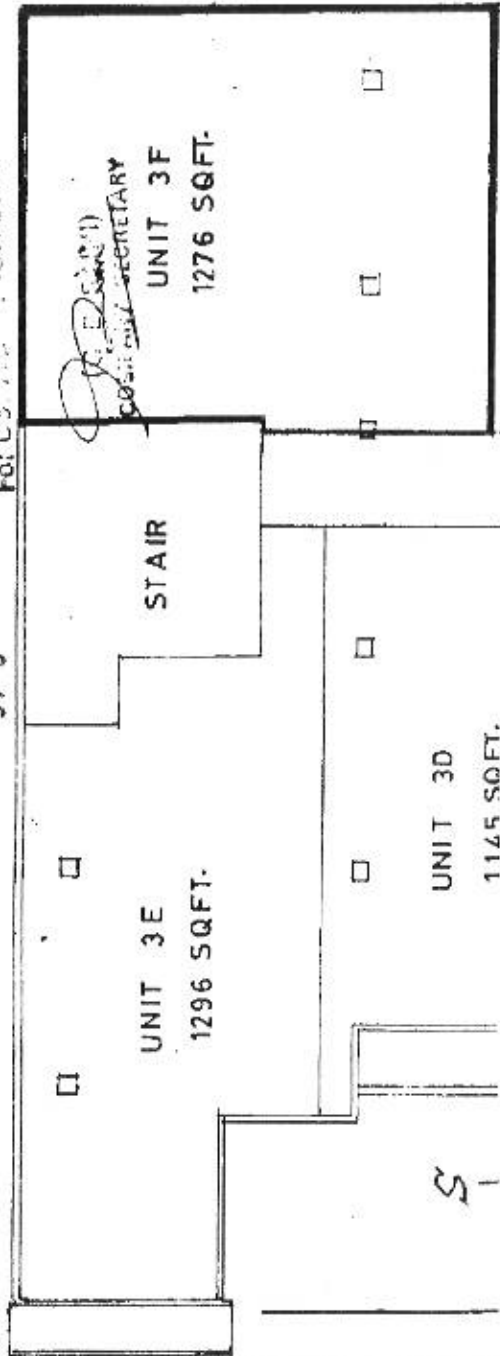
WITNESS:

*R. A. Ghosh*  
Advocate

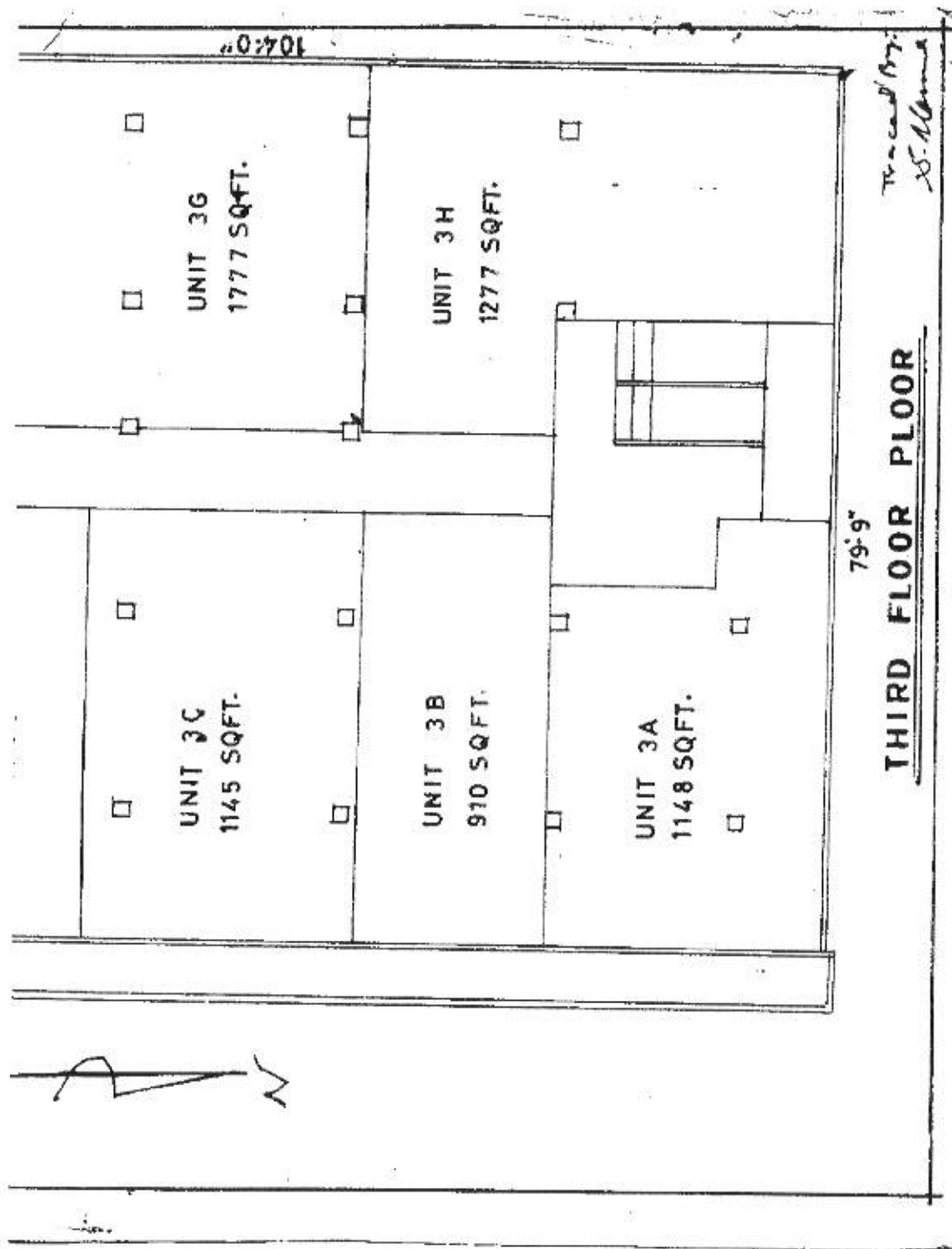
*Amh*  
Asst. Manager - Accounts & Legal  
(ANIL KUMAR LADHA)

Typed by :

*Tapas Kumar Ghosh*  
Tapas Kumar Ghosh  
10, Old Post Office Street,  
Kolkata - 700001







Registered in -  
Book No. -  
Volume No. -  
Page No. - 57  
Being No. 27296  
for the year 2003

DATED THIS 1st DAY OF March 2003

BETWEEN

M/S. USHA BRECO LIMITED

VENODR

AND

M/S. USHA BELTRON LIMITED

PURCHASER

  
VENODR  
M/S. USHA BELTRON LIMITED

23.2.04

**DEED OF SALE**

  
M.L. Registrar of Assurances  
Calcutta

1303

**R.L. AGARWAL,**  
Advocate  
88, COLLEGE ROAD,  
HOWRAH - 711 103.

R.L. AGARWAL, USHA BELTRON LIMITED doc 80

Book- I,Page form- 1 to 58

Deed No- 190207296,

Deed Year- 2003.



Digitally signed by TUSHAR KANTI MANDAL

Date: 2019.03.02 13:14:45 +05:30

Reason: Digital Signing of Deed. CERTIFIED TO BE A TRUE COPY

*Tushar Kanti Mandal*

(Tushar Kanti Mandal) 02-03-2019 13:14:44

Additional Registrar of Assurances-II, Kolkata  
West Bengal.



CHECKED BY

*Harendranath*

28.1.20

*Tushar Kanti Mandal*  
ADDL REGISTRAR OF ASSURANCES-II  
KOLKATA

28.1.20