

10 Rs.



115 — / — 115 —

3-18-92

4802

The amount of the bill is Rs. 100
 The bill is payable to the order of the
 holder of the bill.
 The bill is payable on demand.
 The bill is payable at the place of issue.
 The bill is payable to the order of the
 holder of the bill.

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The amount of the bill is Rs. 100
 The bill is payable to the order of the
 holder of the bill.
 The bill is payable on demand.
 The bill is payable at the place of issue.
 The bill is payable to the order of the
 holder of the bill.

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The amount of the bill is Rs. 100
 The bill is payable to the order of the
 holder of the bill.
 The bill is payable on demand.
 The bill is payable at the place of issue.
 The bill is payable to the order of the
 holder of the bill.

115 11 31/11/92

The amount of the bill is Rs. 100
 The bill is payable to the order of the
 holder of the bill.
 The bill is payable on demand.
 The bill is payable at the place of issue.
 The bill is payable to the order of the
 holder of the bill.

15/11/92

24057
R. B. Borence
5. Govt. Place North Cal-1
W. H. Longley

[Signature]
Blotting Bureau
Blotting Bureau

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Administrative studies have shown that the
most effective way to improve the quality of
the work environment is to involve employees in
the decision-making process.

2015-5-5

360700
6-652-41
7700
142150

~~92-4997~~

THIS INDENTURE made this 16th day of October 1990
BETWEEN THE ALLIED MERCANTILE AGENCIES LTD., a Company
incorporated under the Indian Companies Act and having its
registered office at No. 2A, Shalabagan Sarani, in the town
of Calcutta hereinafter referred to as the VENDOR (which
expression shall mean and include its successors representatives
and/or assigns) of the ONE PART AND MESSRS SUPER SEVEN FISCAL
SERVICES PRIVATE LIMITED, a Company incorporated under the Compa-
nies Act, 1956 and having its registered office at No.- 33,
Chittaranjan Avenue, Calcutta - 700 012
hereinafter referred to as the PURCHASER, which expression shall



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[Signature]
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R. B. ...
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...
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 Director

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 Director



[Signature]

Identified by
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R. ...
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unless excluded by or repugnant to the subject or context be deemed to include its successors, representatives and/or assigns) of the OTHER PART :

WHEREAS 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 seised, possessed of and otherwise well and sufficiently entitled to the messuage tenement land hereditament and premises No.2A, Theatre Road, now renamed as Shakespeare Sarani, in the South Division of the town of Calcutta as an indefeasible estate of inheritance in fee simple in possession free from all encumbrances and liabilities whatsoever ;

AND WHEREAS by an indenture of conveyance dated 28th October, 1970 and registered in the office of the Registrar of Assurances, Calcutta in Book-I, Volume 165, Pages 175 to 182, Being No.4599 for the year 1970, the said Jagmohan Prasad Goenka and others for the consideration therein mentioned sold transferred and conveyed to the Vendor ALL THAT the premises No.2A, Theatre Road since renamed as Shakespeare Sarani, in the South Division of the town of Calcutta fully and particularly described in the Schedule to the said indenture ;

AND WHEREAS in view of the said purchase the Vendor herein has become the sole and absolute owner of the said premises No.2A, Shakespeare Sarani, Calcutta - 700 071 ;

AND WHEREAS the Vendor has since made a scheme for construction of a multistoreyed mercantile-cum-office building

on the



on the land of the said premises No.2A, Shakespeare Sarani, in the town of Calcutta interalia consisting of several independent and distinct commercial Units in the said multistoreyed building ;

AND WHEREAS in order to give effect to the said scheme the Vendor has engaged and appointed a competent Engineer and Architect Shri S.N. Agarwal of M/s Agarwal & Associates of 35A, Jawaharlal Nehru Road, Calcutta to prepare a plan for construction of the said multistoreyed building ;

AND WHEREAS pursuant to the instructions and directions of the Vendor the said Architect Shri S.N. Agarwal duly prepared a plan for construction of a multistoreyed office-building on the South West portion of the said premises No.2A, Shakespeare Sarani, in the town of Calcutta and submitted the same to the Calcutta Municipal Corporation for its approval and sanction which was duly sanctioned by the said Calcutta Municipal Corporation vide its sanction No. 31(B-7) of 1985 ;

AND WHEREAS the said Architect under instructions of the Vendor further submitted to the Calcutta Municipal Corporation a revised plan interalia proposing to convert the ground floor & first floor of the said premises from office to Show-rooms which was also subsequently sanctioned by the said Calcutta Municipal Corporation vide its sanction No.88(B-7) dated 30.10.1987 ;

AND WHEREAS Messrs. Chiranjilal Raj Kumar a registered partnership firm having its office at No.174 Mahatma Gandhi Road, Calcutta-7

(hereinafter referred to as the original purchaser) after being satisfied with the Title of the Vendor and the scheme and the sanctioned plan, entered into an agreement for sale dated 4.8.88

with the Vendor therein referred to as the owner to acquire the right to purchase the space attributable to Unit No. 2F on the 2nd floor, having a super built area of 1268 sq.ft. with indivisible proportionate but variable share in land and the supporting pillars and to acquire the right to construct a self contained office unit thereon


at his/her



at his/her/their (the purchasers) own cost and expenses in accordance with the sanctioned plan and the scheme through a common agency nominated by the Vendor in such manner so that he/she/they the said original purchaser and or his/her/their nominee or nominees will get full right over the space upto one-and-a-half inch of the ceiling pertaining to the said Unit No. 2F but the roof of the said unit shall be the property of the Vendor absolutely ;

AND WHEREAS the purchaser herein has by virtue of an agreement of assignment dated _____ made between the Purchaser (therein referred to as the Nominee) and the said original purchaser acquired the right to be regarded as Purchaser of the land/space attributable to the said Unit No. 2F in place and stead of the said _____ and has made itself fully satisfied with the Title of the Vendor after having perused the original Indenture of Conveyance dated 28.10.1970 and the sanctioned plan and the scheme; on the same terms as were applicable to the said original purchasers under the aforementioned agreement for sale dated 4.8.88

AND WHEREAS in order to secure sixteen annas right and Interest in the Unit No. 2 F on the 2nd floor of the said premises No.2A, Shakespeare Sarani which the purchase intends to acquire, the purchaser has approached the said The Allied Mercantile Agencies Ltd., the Vendors herein to sell and convey all their right title and interest in the structure being Unit No. 2 F to be constructed on the 2nd floor of premises No.2A, Shakespeare Sarani, Calcutta together with the right of support on the land and proportionate share therein so that the Purchaser may become the full and absolute owner of Unit No. 2F on the 2nd floor of the said 2A, Shakespeare Sarani, Calcutta ;

AND WHEREAS the Vendor has since nominated M/s Metropolitan Constructions of No.2A, Shakespeare Sarani, Calcutta - 700 071 for construction of the multistoried building

 on the



on the land in the South-west portion of the said premises No.2A, Shakespeare Sarani, in the town of Calcutta in accordance with the said sanctioned plan ;

AND WHEREAS the Purchaser has since appointed the said M/s Metropolitan Constructions as contractor for construction of the Unit No. 2F on the 2nd floor of the said premises No.2A, Shakespeare Sarani, Calcutta under the terms and conditions agreed between the parties hereto ;

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase All the right title and interest of the Vendor in upon and in respect of the said Unit no. 2F constructed on ^{a portion of} the roof of Unit-No.1st floor at premises No.2A, Shakespeare Sarani, Calcutta and more fully and particularly mentioned and described in the Schedule 'A' hereunder written on the terms conditions and covenants herein contained ;

NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement and in consideration of the sum of Rs.2,72,620/- (Rupees Two Lacs seventytwo thousand six hundred/) ^{/twenty} 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 vendors do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and for ever discharge the said premises and the purchaser) the Vendors do hereby indivisibly grant, convey, transfer, sell, assure and assign unto the Purchaser All their right, title and interest in upon and in respect of the ^{portion of the 1st floor} roof of Unit No. 2F together with structures standing thereon measuring 1268 Sq. ft. of super-built area be the same a little more or less being Unit No. 2F on the

floor at



2nd floor at the multistoreyed structure at premises No.2A, Shakespeare Sarani, Calcutta which has since come to be known as

together with proportionate right in respect of the land on which the said structure is standing and the pillars supporting

~~the same land~~ a demarcated space in the basement or on the open space on the ground floor for parking one motor car of Indian make along with other co-owners free from all encumbrances charges claims demands liabilities attachments whatsoever

TOGETHER WITH common right with owners of the other portions

of the same building in respect of the stairs, lifts, sewers, drains, ways, paths, passages, ground, water, watercourse,

fixtures AND all manner of former and other rights liberties privileges easements and benefits whatsoever to the said land

hereditaments and premises belonging to or in anywise appurtenant 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 right title and beneficial interest into

or upon the said premises and every part thereof and all documents and muniments and writings and other evidence of

title which exclusively relate to the said premises or any part thereof and which now were or heretofore was or may be in the

custody power or possession of any person from whom he/she/it 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 dispendens 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 :-

i) That the vendor has good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said premises hereby granted sold transferred assigned and assured or expressed or intended so to be free from all encumbrances and liabilities whatsoever in manner aforesaid according to the true intent and meaning of these presents.

ii) And that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said premises hereby granted sold and conveyed and receive and take the rent issues and profits thereof and every part thereof without any suit hindrance or interference from the Vendors or any other person, or persons lawfully or equitably claiming from under or in trust for them.

iii) And that the Vendor shall make the said property free and clear and freely and clearly and absolutely acquitted exonerated discharged or otherwise release the said property by and at the cost and expenses of the Vendor 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.

iv) And further they the vendor and all the other person 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



any part thereof from through under or in trust for the Vendor and/or the and they 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 premises and every part thereof unto and to the use of Purchaser in manner aforesaid as shall and may be reasonably required.

3. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR that he/she/they/it shall observe, perform and abide by the terms, conditions, covenants and stipulations mentioned in Schedule 'B' hereunder written.

THE SCHEDULE 'A' ABOVE REFERRED TO

undevided proportionate
ALL THAT the/ right title and interest of the
Vendor in upon and in respect of the ~~space~~ land attributable to the unit no.2F on the 2nd floor
of the building constructed on the South-west portion of the
premises No.2A, Shakespcare Sarani, Calcutta - 700 071 being
Unit No. 2F having a super-built area of 1268 Sq. ft.
inclusive of proportionate area of common use ; butted and
bounded -

On the North : by open space of the premises,

On the East : by common corridor and staircase

On the South : by unit No.2-G of the building

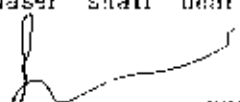
On the West : by open space of the premises.

THE SCHEDULE 'B'



THE SCHEDULE 'B' ABOVE REFERRED TO

- a) The Purchaser shall fully co-operate with and contribute to the formation of a Society or Association of the Purchasers/Occupiers, in whom shall vest the administration of the entire building and shall abide by the rules and regulations framed and directions given by such Society or Association from time to time. Pending formation of such Society or Association the direction and or the decision of the Vendor in such matters as also in regard to maintenance of the said building shall be binding on the Purchaser.
- b) The Purchaser shall be solely liable and responsible for repairs and maintenance of the Unit Purchased and acquired by him/her/it/them at his/her/its/their own costs and expenses.
- c) The Purchaser shall bear and contribute to the proportionate air-conditioning charges for air-conditioning of Purchaser's Unit No. 22 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 unit purchased and acquired by him/her/it/them.
- e) In case the Vendor &/or any one else are assessed for payment to tax or dues payable in respect of the building or part thereof for any period subsequent to the date of delivery of possession of the Unit concerned by the Vendor to the Purchaser, the Purchaser shall bear and


pay the



pay the apportioned share thereof as may be apportioned by the Vendor.

f) The Purchaser shall use the Unit purchased and acquired by him solely for office purpose and for no other purpose.

g) The Purchaser shall punctually pay in every month the maintenance charges as may be levied and payable in respect of his/her/its share for the Unit and the electricity charges for consumption of electricity in his/her/its unit. The supply of electricity and water shall be liable for disconnection in case of non-payment of, either the maintenance charges or the electricity charges.

h) The Purchaser shall have the right of access and use of the approachways/passages/paths leading to the building in which the Purchaser's Unit situates from the Chowringhee Road entrance only and the Vendor will be at liberty to blockade and/or close the paths/passages/approachways to the said building from Theatre Road Side and in such event the Purchaser shall have no right or claim to raise any objection whatsoever in that regard.

i) The Purchaser shall not:-

i) In any way interfere or cause to interfere with any building, rebuilding or repairing work and/or any further or additional ^{construction} work that may be undertaken by the Vendor as Owner of the said premises in accordance with his Scheme or the Plan to be sanctioned by Calcutta Municipal Corporation.


ii) decorate or cause to decorate the exterior of his/her/^{its} unit ^{or} 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.

iii) claim or exercise any right over the main roof of the building.

iv) cook any non vegetarian food or bring in any non-vegetarian food ~~or bring in any non-vegetarian food~~ or materials in the Unit purchased and acquired by him/her/it/them or any other part of the building, nor shall he/she/it/they allow any one to do so.

v) store any



- v) store any inflammable, combustible, obnoxious or objectionable goods or things in the unit purchased and acquired by him/her/it/them.
- vi) create or cause any nuisance, annoyance inconvenience or disturbance to the owners and occupiers of other units and portions of the said premises.
- vii) throw dirt, rubbish, rags, night soil or other refuse or permit or allow the same to be accumulated in his/her/its unit/apartment or throw or keep in the compound or any portion of the said building except in the place provided therefor.
- viii) use his/her unit for any illegal or immoral purpose or convert the same into a place of worship.
- ix) 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.
- x) demolish or cause or allow to be demolished his/her/its unit or any part thereof.
- xi) claim any right whatsoever in any part of the building and/or the premises save what has been expressly granted in his/^{its}favour in the Schedule 'A' hereto.
- xii) keep or store any goods or articles on the stairs or passages or in any way obstruct the use and enjoyment of the stairs, passages and lifts by the owners and occupiers of the other flats and apartments of the said building.
- xiii)  allow his



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

SIGNED SEALED AND DELIVERED
by the Vendor at Calcutta in the
Presence of :

Presence of :

- 10/10/2019 3:00 PM
 Dr. R. Samra
 President, Ayaz Khan Jir. Council
 1, Mubtahi Sadak, 38, Khan
 Raza Khan, Islamabad
 Raza Khan Jir. Council

SIGNED SEALED AND DELIVERED

by the Purchaser at Calcutta in
the Presence of :

[illegible]

Rangit-Kiman-Glah
Grell Postoffa St.
Cal -

For Super Seven Fiscal Services Pte. Ltd.

Ajay Kumar. Gupta

Director



MEMO OF CONSIDERATION

RECEIVED from the withinnamed purchaser the withinmentioned sum of Rs.272620/- being the consideration money payable in full to the Vendor under these presents, as under -

<u>Date</u>	<u>Cheque No.</u>	<u>Amount</u>	<u>Remarks</u>
31.5.89	195376	100000/-	By way of assignment and transfer of the amounts held in the name of Chiranjilal Raj Kumar.
30.3.90	422882	172620/-	

272620/-

(REPSRS TWO LACS SEVENTYTWO THOUSAND SIX HUNDRED TWENTY ONLY).

The Allied Mercantile Company Ltd.

[Signature]
Director

Witness:

[Signature]
(C. R. Kanani)

Ranjit Kumar Ghosh

[Signature]



BOOK NO

2/1/72
DATED THIS

BETWEEN

THE ALLIED MERCANTILE AGENCIES LTD

AND

MESRS SUPER SEVEN FISCAL SERVICES PVT.



VERIFIED

Dy. Assessor-Collector

Classified to be a new Class



CONVEYANCE

Class. Dist. S.O. Registered as
Survey of India (Survey) Calcutta

S. K. CHATTERJEE
Solicitor/Advocate,
6, Old Post Office Street,
Calcutta - 700001.