

भारतीय गैर न्यायिक

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Rs. 10

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

2/4/14
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Serial No. 3770 dt.

No. 1 Vol. No. 1 Pages to 1-17
Part No. 5395 Year 2005

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25 FEB 2014

No. Date

Name : **S. R. Das, Advocate**

Address : Alipur Police Court, Kol - 27

Alipur Collectory, 24 Pgs. 181

SUBHANKAR DAS

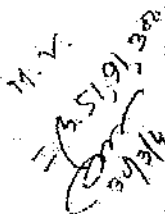
STAMP VENDOR

Alipur Police Court, Kol - 27

Vendor



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Re. 15-6-C-5
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ADDITIONAL REGISTRAR
17.6.05

THIS INDENTURE OF CONVEYANCE made this 16th day of March 1973, Two Thousand Four BETWEEN M/S. TIL LIMITED formerly M/S. TRACTORS INDIA LTD., a Public Limited Company by shares incorporated under the Companies Act, 1956 having its registered office at 1, Taratola Road, Garden Reach, Kolkata.

subsequently supplied by

presented for registration 1 - 0 p. m.
at Kolkata Registration Office
on the 16th day of March 04

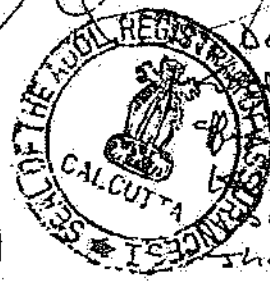
by Debashis Nag

Debashis Nag



3066

TIL LIMITED
Debashis Nag
(DEBASHIS NAG)
COMPANY SECRETARY



Debashis Nag, TIL
company secretary
Office 1, Taratola Rd
24, Veeva Shaw/O
Suresh Shaw, Suresh
Shaw 810 St - Rashkant

Tha borth at 57 H. Dallygange
circular A. d. Cal - 19



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(SURESH JHA)

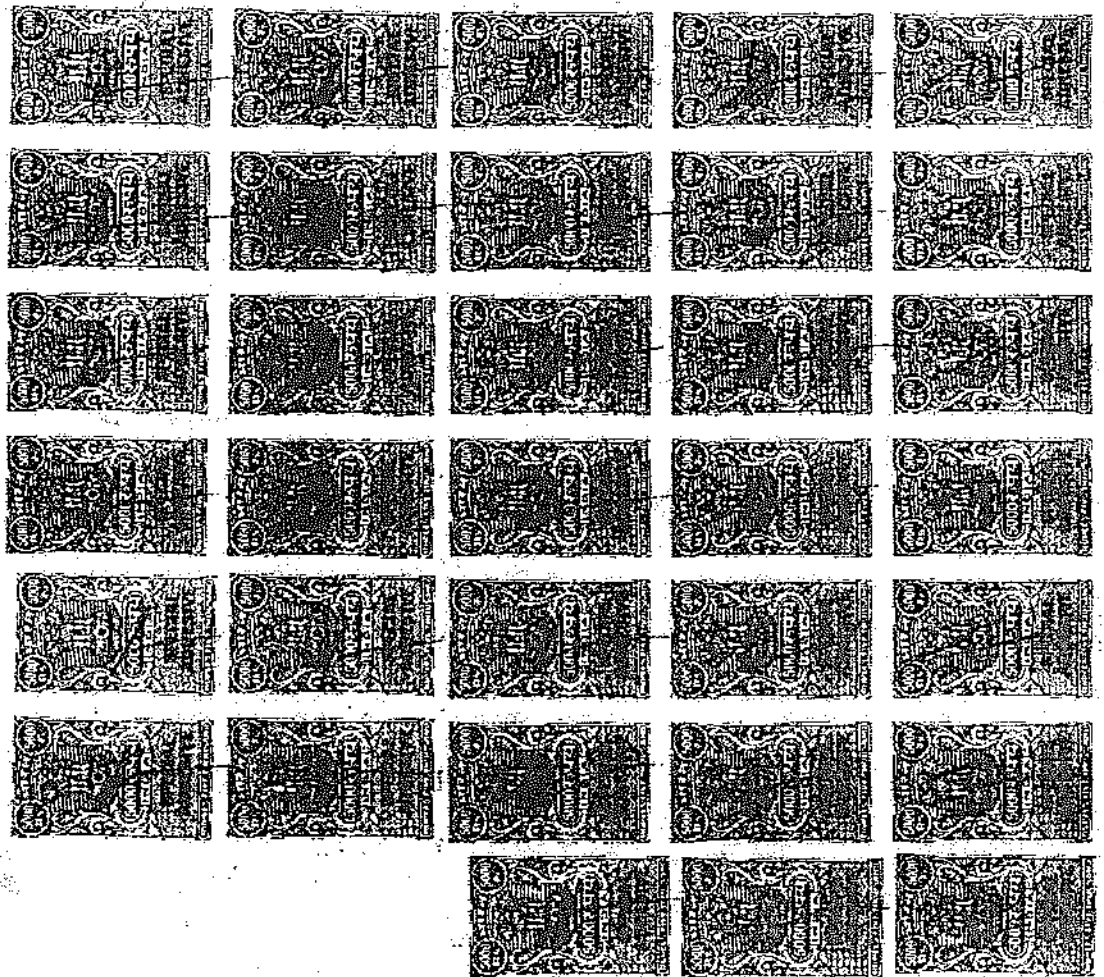
Pranab K. Gupta
S/O Durgakish Gupta
55-146 Street
Salt Lake K.D. 41
Bromes

[Signature]

Pranab K. Gupta
S/O Durgakish Gupta
55-146 Street
Salt Lake
Cal - 91

[Signature]

16-3-04



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12/3/04

700024 represented by **MR. DEBASHIS NAG**, Company Secretary of the said Company within the Municipal Limits of the town of Kolkata in the District of 24-Parganas (South), hereinafter called the "**VENDOR**" (which expression shall include each of its Directors and their respective assigns) of the **ONE PART AND (1) SMT. VEENA JHA** wife of Sri Suresh Jha by occupation Housewife

(2) **MR. SURESH JHA**, son of Late Rashkant Jha by occupation Service both at present residing at Ground Floor Flat of Premises No.57H, Ballygunge Circular Road, Kolkata - 700 019 within the Municipal Limits of the Town of Kolkata in the District of 24-Parganas (South) hereinafter jointly called as "**PURCHASERS**" (which expression shall include each of their respective heirs, executors, legal representatives and assigns) of the **OTHER PART** :

WHEREAS by a Deed of Conveyance dated 31st July, One Thousand Nine Hundred and Sixty Eight made between M/s. Bajoria Properties (P) Ltd., therein described as Vendor of the **ONE PART** and **SHRI NANI GOPAL RAY** son of Late Baroda Prasad Ray, residing at 53C, Southern Avenue, Calcutta therein described as Purchaser of the **OTHER PART**, the said M/s. Bajoria Properties (P) Ltd. for terms, conditions and considerations therein mentioned, sold, conveyed, transferred absolutely and for ever all that piece or parcel of revenue free land measuring an area of 4 Cottahs 1 Chittack and 4 square feet being plot no.4 of 57B, Ballygunge Circular Road, now known and numbered as 57H, Ballygunge Circular Road, within the Municipal Limits of the town of Kolkata in the District of 24-Parganas (South) Sub-Registry, Sealdah, District Registry Alipore P.S. Ballygunge fully described in Schedule "A" here under written and herein after referred to as the said land, free from all encumbrances.

AND WHEREAS after such purchase, the said Nani Gopal Ray thereafter absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That piece or parcel of revenue free land more fully mentioned and described in the Schedule "A" hereunder written and had been mutated his name in the records of the Kolkata Municipal Corporation and had been in peaceful enjoyment thereof without any interruption, intervention and interference by any body or in any way whatsoever.

AND WHEREAS by a registered Deed of Conveyance dated 19th September, 1985 made between the said Nani Gopal Ray therein described as Vendor of the one part and M/s. Tractor India Ltd., the Vendor hereto therein described as Purchaser of the Other Part and on terms, conditions and considerations therein mentioned, the said Vendor sold, conveyed, transferred assigned and assured unto and in favour of the said Purchaser M/s Tractor India Ltd., All That undivided 3/7th share in the said land fully mentioned and described in the Schedule "A" hereunder written free from all encumbrances,

AND WHEREAS in the events that happened, the said Nani Gopal Ray became the absolute owner of the undivided 4/7th share and the said Tractors India Ltd., the Vendor hereto, therein described as Purchaser, became the absolute owner of undivided 3/7th share of the said land, morefully mentioned and described in the Schedule "A" hereunder written.

AND WHEREAS the said Nani Gopal Ray thereafter on the same day, i.e. on 19th September, 1985 entered into an Agreement for Sale duly registered in respect of the said land whereby and whereunder the rights and obligations of the parties thereto have been categorically stated and the parties hereto refer to and rely upon the said Agreement dated 19th September, 1985 and made a part of his Deed of Conveyance.

AND WHEREAS the erection, construction and establishment of Ground Floor and First Floor had already been done at the cost of the Vendor hereto in terms of the said Agreement for Sale dated 19th September, 1985 and as such the Vendor became the sole and absolute owner and in actual physical possession thereof in respect of the said flats without any interference, interruption and intervention by anybody or in any way whatsoever fully mentioned and described in the Schedule "B" hereunder written.

AND WHEREAS the Vendor herein thus being lawfully seized and possessed of and/or otherwise well and sufficiently entitled to become the absolute owner of the said undivided 3/7th (three seventh) share in the said undivided land together with the entire Ground and First Floor of the said premises upon which the said building stands free from all encumbrances for considerations so received as mentioned in the said Deed of Conveyance dated

19th September, 1985 made between the said Nani Gopal Ray and the Vendor herein fully described in Schedule "B" hereunder written and hereinafter referred to as the said flats together with all easement rights, free egress, ingress, advantages, appendages, ancients, light, rights, liberties, privileges undivided common areas and facilities and all rights of ownership and possession.

AND WHEREAS by an Agreement for Sale dated 19th April, 2003 made by and between the Vendor and the Purchasers herein, the Vendor agreed to sell and transfer the Ground Floor flat measuring about 183.237 square meters situate in the said premises No.57H, Ballygunge Circular Road, within the Municipal Limits of the town of Kolkata in the District of 24-Parganas (South) being part of the said premises mentioned in Schedule "B" hereunder at or for the price of Rs.31,50,000/- (Rupees Thirty One Lakhs Fifty Thousand) only in accordance with the terms and condition contained in the said agreement for sale dated 19th April, 2003 fully mentioned and described in the Schedule "C" hereunder written free from all encumbrances.

AND WHEREAS by a letter dated 25th March, 2003 the Vendor intimated Mrs. Anima Ray widow of Late Nani Gopal Ray informing that Ground Floor flat in the premises No.57H, Ballygunge Circular Road is going to be sold/transferred unto and in favour of the purchaser hereto and she confirmed vide her letter dated 28.3.2003 not willing to purchase the said flat and does not

intend to exercise the right of pre-emption as provided in the said Agreement dated 19th September, 1985.

AND WHEREAS the purchasers in terms of the said agreement dated 19th April, 2003 had already paid the entire consideration money to the vendor and the vendor has agreed to execute and register the Deed of Conveyance in respect of the said Ground Floor flat of the said premises No.57H, Ballygunge Circular Road, within the Municipal Limits of the town of Kolkata in the District of 24 Parganas (South) fully described in Schedule "C" hereunder written and herein after referred to as the said Ground Floor flat along with 3/14th Share of the land as also right, title interest on and over the common areas and facilities as also all the rights of ownership and possession.

NOW THIS INDENTURES WITNESSETH as follows:

1. That pursuant to the said agreements and in consideration of the sum of Rs.31,50,000/- (Rupees thirty one Lakhs Fifty Thousand) only already paid by the purchasers to the Vendor (Receipt whereof the Vendor hereby and by the receipt hereunder written admits and acknowledges) the Vendor hereby sell, transfer, convey, assign and assure unto and to the purchasers all that Ground Floor flat measuring about 183.237 meter x 10.76 or 1971.63 square feet situate in the premises no.57H, Ballygunge Circular Road within the Municipal Limits of the town of Kolkata fully described in Schedule "C" hereunder written together with undivided 3/14th share in the land together with undivided right in

the common entrance, common passages, common facilities together with all rights liberty, easements, privileges, rights, advantage, ancients, privileges drains, sewers, appendages and appurtenances, overhead and underground tanks, whatsoever, belonging to the said Ground Floor flat usually held and/or enjoyed therewith or reputed to or belonging or appurtenant thereto and reversion or reversions and remainder or remainders, rents, issues and profits thereof TOGETHER WITH all deeds, muniments, documents of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or hereafter shall or may be in the possession or power or control and custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit and/or to mutate their name in the records of Kolkata Municipal Corporation TO HAVE AND TO HOLD the said undivided three fourteenth share of the said land (according to the nature thereof and the said Ground Floor flat and all other right or property hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be (hereinafter referred to as "the said Ground Floor flat) and more fully mentioned and described in the Schedule "C" hereunder, written unto and to the purchaser absolutely and forever free from all encumbrances.

II. THE VENDOR HEREBY COVENANTS WITH THE PURCHASERS as follows:

- a) The Vendor has good right, full power and absolute authority to grant, convey, transfer, assign and assure the

said entire Ground Floor flat unto the purchasers absolutely and forever in the manner aforesaid.

b) It shall be lawful for the Purchasers at all times hereafter to peacefully and quietly hold, possess and enjoy (according to the nature thereof) the said Ground Floor flat hereby granted, conveyed, sold, transferred, assigned and assured or expressed or intended so to be down to their heirs and successors and to receive and appropriate the rents issues and profits thereof without any suit, interruption, claim and demand by the Vendor or any of its successors-in-office or assigns and can sell transfer dispose of according to the sweet will of the purchasers.

c) The Vendor and all persons claiming or to claim any estate right or title unto and out of the said Ground Floor flat from, through or under the Vendor, shall and will upon the request and at the cost of the purchasers make, do, perform, acknowledge and execute all such further acts or other acts, deeds, matters and things whatsoever for further or more perfectly assuring and securing the said undivided share or Land and the said Ground Floor flat to the purchasers as the purchasers shall or may reasonably require.

- d) The Vendor shall and will at all times hereafter at the request and cost of the purchasers produce the title deed and other document in respect of said Ground Floor flat evidencing the title to the said land and also furnish to the purchasers copies of or an extract from the said deeds and instruments as shall or will be required and in the meantime keep the same unobliterated, safe and protected against fire or other irresistible forces.

III. THE PURCHASERS HEREBY CONVENANT WITH THE VENDOR as follows:

For the purpose of protecting the undivided right title and interest/in the said premises and for the beneficial use and enjoyment of the said Ground Floor flat, the purchasers shall enter into a tripartite Agreement with the vendor and Smt. Anima Ray the owner of the second floor and roof top of the premises and exclusive possession and use of the back space for parking a car and the said agreement shall be completed under the initiative of the vendor.

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT the piece and parcel of revenue free land measuring about 4 Cottahs, 1 Chittack and 44 Sq.ft. more or less being plot no.4 of 57B, Ballygunge

Circular Road, now known and numbered as 57H, Ballygunge Circular Road, within the Municipal Limits of the town of Kolkata in the District of 24 Parganas (South) (in estate Dihi Panchanangram Division 6, Sub-Division L Khas Mahal Collectorate, part of holding No.32, Mouza Ballygunge) Sub-Registry Sealdah, District Registry Alipore, P.S. Ballygunge, within the Municipal Limits of the town of Kolkata in the District of 24 Parganas (South) butted and bounded in the manner following :

- ON THE NORTH BY** : Plot no.5 being portion of 57B, Ballygunge Circular Road, Kolkata - 700 019.
- ON THE SOUTH BY** : 30 feet wide road.
- ON THE EAST BY** : 12 feet wide common passage.
- ON THE WEST BY** : Premises no.57B, Ballygunge Circular Road, Kolkata - 700 019.

SCHEDULE "B" ABOVE REFERRED TO

ALL THAT two flats having a carpet area of 1971.63 Sq.ft. (183.237 meter x 10.76) each situate in the Ground Floor and First Floor of premises No. 57H, Ballygunge Circular Road, within Municipal Limits of the town of Kolkata P.S. Ballygunge in the District of 24 Parganas (South) registered in Book No.I, Volume No.288, Pages 258 to 271 being No.13447 for the year 1985 with the Registrar of Assurances Calcutta together with all casement rights, free egress and ingress from the common passage,

advantages, appendages, ancients, lights, rights, liberties, privileges, undivided common areas and facilities and all rights of ownership and possession, butted and bounded in the manner following:

ON THE NORTH BY : Plot no.5 being portion of 57B, Ballygunge Circular Road, Kolkata - 700 019.

ON THE SOUTH BY : 30 feet wide road.

ON THE EAST BY : 12 feet wide common passage .

ON THE WEST BY : Premises no.57B, Ballygunge Circular Road, Kolkata - 700 019.

SCHEDULE "C" ABOVE REFERRED TO

ALL THAT the entire Ground Floor Flat at premises No.57B, Ballygunge Circular Road, Kolkata 700 019 measuring an area of 1971.63 square feet together with common passage for free egress and ingress to and from the common passage together with all advantages, appendages, ancients, lights, rights, privileges, undivided common areas and facilities and all rights of ownership and possession together with 3/14th share of land upon which the said building stands and the same is butted and bounded as follows:

ON THE NORTH BY : Plot no.5 being portion of 57B, Ballygunge Circular Road, Kolkata - 700 019.

ON THE SOUTH BY : 30 feet wide road.

ON THE EAST BY : 12 feet wide common passage.

ON THE WEST BY : Premises no.57B, Ballygunge Circular
Road, Kolkata - 700 019.

IN WITNESS WHEREOF the parties hereto have set and subscribed
their respective signatures in good health and mind on the day,
month and year first above written.

SIGNED, SEALED AND DELIVERED

by the VENDOR at Calcutta in
the presence of :

1. *Ramod K. Gupta*
(J-19/ Sec II)
SALT LAKE KOL-91

2. *Saty Ranga Raha*
17/2/97 Hindu Arya Dal
75-B Ballygunge Rd
Kolkata - 700019

TIL LIMITED
Debashis Nag
(DEBASHIS NAG)
COMPANY SECRETARY



SIGNED, SEALED AND DELIVERED

by the PURCHASERS at Calcutta
in the presence of :

1. *Ramod K. Gupta*

Heena

2. *Saty Ranga Raha*

Suresh Chandra

Drafted by
G. K. Ghosh
Advocate, High Court
Calcutta

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs Rs.31,50,000/- (Rupees thirty one Lakhs Fifty Thousand) only being the full consideration money as per memo below :-

Rs. 31,50,000.00

MEMO OF CONSIDERATION

(i) Cheque No 905009 dt 31.3.03 Drawn on The Hongkong and Shanghai Banking Corp Ltd. Kolkata	Rs 1,00,000.00
(ii) DD No. 003933 dt 5.4.03 Standard Chartered Bank Kolkata	Rs 4,00,000.00
(iii) DD No 004171 dt 19.4.03 Standard Chartered Bank Kolkata	Rs 6,50,000.00
(iv) DD No 422117 dt 24.4.03 Punjab National Bank Kolkata	Rs 20,00,000.00
Total	Rs. 31,50,000.00

WITNESSES :

1. Ramkrishna Gupta
2. Saty Rajan Raha

TIL LIMITED
Debashis Nag
(DEBASHIS NAG)
COMPANY SECRETARY



VENDOR

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1.4.17
0.5335
2005

DATED THIS 16th DAY OF March 2004

BETWEEN

TIL LIMITED formerly M/S. TRACTORS
INDIA LTD.

VENDOR

AND

SMT. VEENA JHA & ANR.

PURCHASERS



14/7/05



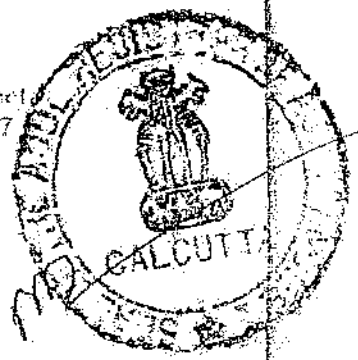
DEED OF CONVEYANCE

14/7/05

Certified to be a true Copy

G.N. GHOSH

Advocate
7, Old Post Office Street
1st Floor, Room No. 17
Kolkata - 700 001.



CHECKED BY

14/7/05

Additional Registrar of
Assurances-I, Kolkata

2/4/14