

P 6440 — 382

1000Rs.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

1000 264817

M. value = Rs. 54,17,109/-  
def. S.D. = Rs. 2,65,279/-



on 5.10.05

28 MAR 2008

- ① S B D M... 178452922/8/05  
Rs 32100
- ② S B D M... 1787099/20/8/05  
Rs 45000
- ③ S B D M... 1784.../20/8/05  
Rs 45000
- ④ S B D M... 178.../20.8.5  
Rs 45000/-

THIS INDENTURE is made on this 23<sup>rd</sup> day of August Two Thousand Five BETWEEN

M/S. GILLANDERS ARBUTHNOT & CO. LTD., a company incorporated under the Companies Act, 1956 and having its registered office at C-4, Gillander House, Netaji Subhas Road, Kolkata - 700 001 hereinafter referred to the "VENDOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed

A 23089

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23180

① S B D M... 1930289243/1/05

Rs 42690

② S B D M... 1930297243/1/05

Rs 45000

③ S B D M... 19303

Rs 227307 @ 45000

= 132690

5412109

A 23089

5

7

55

ML 25

ML 4

23180/-

54,250  
100  
54,350/-

250

100

350/-

23,581

Administrative... 23,581

69577

22 AUG 2005

No.          Date           
Sold To P. K. Rajodia (A.D.)  
Add H. C. Cal.  
Co. 10000



L. S. VIKTOR  
HIGH COURT CAL.

Presented for Registration at 720 PM  
on the 23rd day of August 2005  
at his/her residence by Atul Chandra

*creat the document on file*

23.8.05  
Add. Registrar of Assurance  
Kolkata

Atul Chandra



2187

For Shloke Properties & Investments Pvt. Ltd.

Atul Chandra  
Director



2188

For Gillanders Arbuthnot & Co Ltd.

*Shardul Singh Rathore*  
Managing Director

*Atul Chandra Director  
for Shloke Properties &  
Investment Pvt Ltd. to  
Shardul Singh Rathore  
Managing Director for  
Gillanders Arbuthnot  
& Co Ltd. on behalf of 4 Vetsaji  
Sukhar Bood Kol-1*

*Kailash Chand Jain  
60 Shree G. R. Jain  
234/3A A-J-C Bore  
Road Kol 20 Service*

*on file*

23.8.05  
Add. Registrar of Assurance  
Kolkata

Identified by me

*Kailash Chand Jain*

(KAILASH CHAND JAIN)

60 Shree G. R. JAIN

234/3A A-J-C Bore Road  
KOL-20 SERVICE

to mean and include its successor or successors) of the **ONE PART AND MESSRS SHLOKE PROPERTIES & INVESTMENTS PRIVATE LIMITED**, a company within the meaning of Companies Act 1956, having its registered office at Block No A-I, 4<sup>TH</sup> Floor, 234/3A, AJC Bose Road, Kolkata - 700020 hereinafter referred to as the **PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successor or successors and assigns) of the **OTHER PART**.

**WHEREAS:**

- A. One Erric Haward the proprietor of H.G. Refinery Company, by a deed of Conveyance dated 25<sup>th</sup> May 1961, sold the property containing land measuring about 1 Bigha, 17 Cottahs 8 Chittacks and 31 square feet (as per settlement record .628 acres) together with buildings structures, offices, out houses, workshops, sheds, godowns and other erection, erected and or constructed thereon or part thereof situate and lying in Mouza Konnagar and comprised in Dag no. 8086 under Khatian no. 2096, J.L. No. ~~7~~, R.S. No. 1759, Touzi No. 3989, being Municipal Holding No. 1, Mirpara Lane, District Hoogly, more fully and particularly described in the Schedule hereunder written and hereinafter refer to as the said '**PROPERTY**' in favour of one M/S. The Hawyard Waldie Refinery Pvt. Ltd., since known as M/S. The Hawyard Waldie Refinery Ltd., free from all encumbrances and the said Deed of Conveyance is registered with Registrar of Assurances, Calcutta and recorded in Book no. I, Volume no. 76, Pages 232 to 239, being no. 2483 for the year 1961.
- B. On an application the said company namely M/S. The Hawyard Waldie Refinery Pvt. Ltd. amalgamated / merged with the company M/s. Gillanders Arbuthnot & Co. Ltd. and the assets of the said company, including the aforesaid property being transferred and vested in the said M/S. Gillanders Arbuthnot & Co. Ltd by an order dated 13<sup>th</sup> September 1976 passed in Company Petition No. 484 of 1976 by the Hon'ble High Court at Calcutta.



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Adm. Register of Assurance-5

- C. That M/S. Gillanders Arbuthnot & Co. Ltd thereafter caused its name mutated with the concerned authorities and has been since then paying Municipal rates and taxes regularly and punctually.
- D. Thus the said M/s. Gillanders Arbuthnot & Co. Ltd became the absolute owner of the said property and is seized and possessed of otherwise well and sufficiently entitled to the said property free from all encumbrances having good and marketable title therein.
- E. The Purchaser has agreed to purchase and the Vendor has agreed to transfer its right title and interest in the said property, more particularly and fully described in the schedule hereunder, for a total consideration of Rs.20,00,000/- (Rupees Twenty One Lacs only), free from all encumbrances and thus the parties hereto have entered into an agreement on 10<sup>th</sup> August 2005, for transfer of the said property in favour of the Purchaser on the terms and conditions mentioned therein.

**NOW THIS INDENTURE WITNESSETH:**

That in accordance with the mutual understanding and decision and in consideration of Rs.21,00,000/- (Rupees Twenty One Lacs only) paid by the Purchaser to the Vendor, the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit release and discharge the Purchaser and also the said property and the Vendor doth by these present indefeasibly grant, sale, convey, transfer, assign and assure UNTO AND TO THE USE OF the Purchaser, free from all encumbrances and free from other defects in the title, ALL THAT the piece and parcel of land measuring about 1 Bigha, 17 Cottahs 8 Chittacks and 31 SFT be the same a little more or less and more fully and particularly described in the Schedule hereunder written in favour of the Purchaser herein and all the right, title and interest premises claim and demand whatsoever of the Vendor into or upon the said property or portions thereof in law and equity, be conveyed **TOGETHER WITH** all ways, waters, watercourses, lights, liberties, privileges, easements and appurtenances whatsoever to the said property, including the construction of the building, structures, premises constructed thereat, UNTO AND TO the Purchaser absolutely and forever as



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~~ADD. Register of ABSTRACTS-B~~

ordinarily pass on such sale **TO ENTER INTO AND TO HAVE HOLD OWN POSSESS AND ENJOY** the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances, UNTO AND TO the use of the Purchaser **AND** the Vendor do hereby covenant and declare for themselves, their heirs, executors, administrators, legal representatives and assignees that the Vendor now have good right to convey the said property hereby conveyed or expressed to be conveyed UNTO AND TO the Purchaser in the manner aforesaid **AND THAT** the Purchaser shall hereafter peaceably hold, use and enjoy the said property, and to realize the rents, issues and profits thereof, without any hindrance, interruption, claim or deemed by or from the Vendor or any other person whomsoever claiming under or in trust of the Vendor **AND THAT** the Vendor and all persons claiming under it shall and will, from time to time upon the request and at the cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said property and every part thereof unto the Purchaser, according to the true intent and meaning of these presents as shall or may be reasonably require.

**THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-**

1. That the Vendor shall and will unless prevented by fire or some inevitable cause from time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced unto them or its attorneys or agents or at any trial hearing commission examination or otherwise as occasion shall require, the deeds and writings in respect of the said property comprised in the Schedule hereinafter written for manifesting, defending and proving the title to and in the said property and premises hereby granted or expressed so to be or any part thereof and also at the like request and costs deliver or costs to be delivered unto the Purchaser such attested or other copies or extract or extracts from the said deed and writing as the Purchaser may require and shall and will in the mean time unless prevented as aforesaid keep the said deed and writing safe un-obliterated and un-cancelled.



23.8.05

Asst. Registrar of Insurance-2



2. That the said property is not vested or they have not received any notice for vesting from any competent authority and the property is not a devottar or brahmottar one, and no litigation has /had been filed /pending in any Court of law against the said property nor any notice of requisition/ acquisition from any authority has been received by them at any point of time.
3. That the Vendor hereby agrees to rectify any error and omission in title and the Vendor hereby further agrees to hereditarily execute supplementary deed in favour of the Purchaser or any person claiming under it to remove such error/defect as may be detected at the costs and expenses of the Purchaser.
4. The Vendor has agreed that all outstanding amount as may be found due and payable in respect of the said property, including khazna, municipal rates and taxes, electricity charges etc., prior to date of these present shall be paid by the vendor and the Vendor shall at all times hereafter indemnify and keep indemnified the purchaser against loss, damages, costs, charges and expenses if any suffered by reason of any defect in title of the Vendor or any breach of the covenants herein under contained or any claim of the third party, including any labour, staffs, employees of the Vendor in respect of the said property..
5. The Vendor has handed over vacant and khas possession of the said property to the Purchaser this day and assured the Purchaser.

**AND IT IS HEREBY FURTHER DECLARED THAT** the said property hereby transferred or intended to be transferred is free from all encumbrances, charges, claims or demands and they, the Vendor has not done anything whereby the property may be subjected to any attachment or lien of any Court or person whatsoever.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of the land measuring about 1 Bigha, 17 Cottahs 8 Chittacks and 31 SFT more or less (as per settlement record .62 acre) together with buildings, structures, offices, out houses, workshops, sheds, godowns and other erection, erected and or constructed thereon or part thereof, having brick built two storeyed building, total constructed area measuring about 700 square feet, two toilets measuring 60 square feet & a meter room 15square feet (tin shed), more or less, situate and lying in Mouza Konnagar and comprised in Dag no. 8086 under Khatian no.



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23.8.05

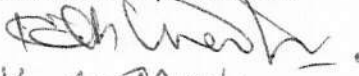
Asst. Registrar of Assurance-~~II~~  
Gub. Secy.

2096, J.L. no. 7, R.S. No. 1759, Touzi no. 3989 being Municipal Holding no. 1, Mirpara Lane, District Hoogly, P.S.- Srerampore, ADSR- Srerampore, within local limits of ward No. / of the Konnagar Municipality, which is butted and bounded as follows: -

- ON THE NORTH BY** : By Mirpara Lane;
- ON THE EAST BY** : By C.S. Plot no. 8098;
- ON THE SOUTH BY** : By C.S. Plot no. 8087, 8088, 8089 and 8097 (Part);
- ON THE WEST BY** : By Grand Trunk Road.

**IN WITNESS WHEREOF** the Parties hereto have put their respective seals and signatures on the day month and year first above written.

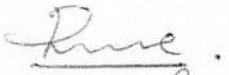
**SIGNED SEALED AND DELIVERED** on behalf of **M/S. GILLANDERS ARBUTHNOT & CO. LTD.** by Mr. S.S. Rathore, Managing Director at Kolkata in the present of:-

1.   
K.C. JAIN  
234/3A A.T.C. BASTI  
KOL-20.

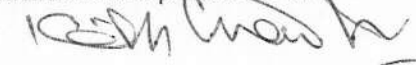
For Gillanders Arbuthnot & Co. Ltd.  
  
Managing Director.

**VENDOR**

( SHARDUL SINGH RATHORE )

2.   
(P. S. GHOSH)  
C-4 Gillanders Home  
KOLKATA 700001.

Signed sealed and delivered on behalf of **M/s. SHLOKE PROPERTIES & INVESTMENTS PVT LTD.** by Mr. Atul Churiwal, the Director at Kolkata in the presence of:-

1. 

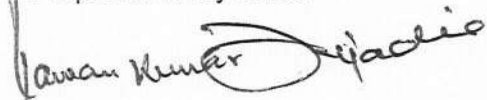
For Shloke Properties & Investments Pvt. Ltd.,

  
Director

**PURCHASER**

2. 

Prepared in my office

  
Advocate High Court Calcutta.



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23.8.05

*[Faint, illegible text or markings]*

Received from the within-named **PURCHASER** the within mentioned consideration of Rs.21,00,000/- (Rupees Twenty One Lacs only) in full, payable under these presents for the said Property mentioned in the Schedule hereunder as per following:

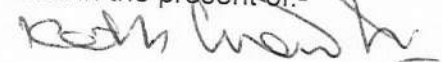
**MEMO OF CONSIDERATION**

- |  |                |
|--|----------------|
| 1) By a Pay Order No. 302131 dated 10.7.2005<br>drawn on CITY BANK, Kolkata. | Rs. 1,00,000/- |
| 2) By a Pay Order No. 302751 dated 22.8.2005<br>drawn on CITY BANK, Kolkata  | Rs. 7,50,000/- |
| 3) By a Pay Order No. 447551 dated 23.8.2005<br>drawn on UCO BANK, Kolkata.  | Rs.12,50,000/- |

**TOTAL : Rs.21,00,000/-**

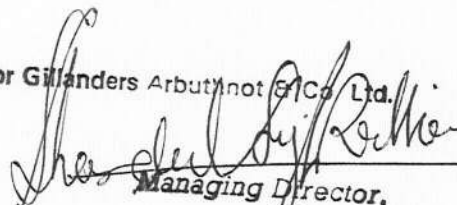
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**SIGNED SEALED AND RECEIVED** on behalf of  
**M/S. GILLANDERS ARBUTHNOT & CO. LTD.** by  
Mr. S.S. Rathore, Managing Director at  
Kolkata in the present of:-

1. 

2. 

For Gillanders Arbutnot & Co. Ltd.

  
Managing Director.

**VENDOR**



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23.8.05  
Registral of Insurance  
Colombia

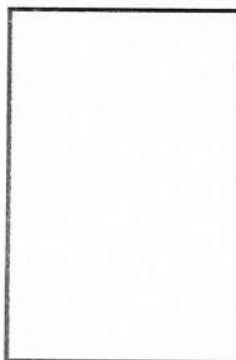
**SPECIMEN SIGNATURE FOR TEN FINGERS**



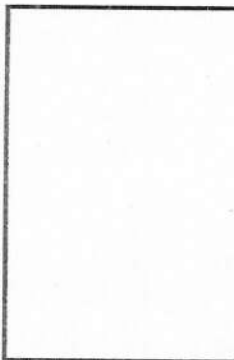
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Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



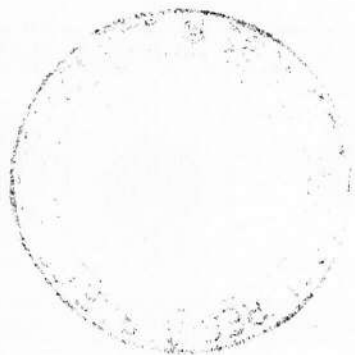
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



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23.8.05

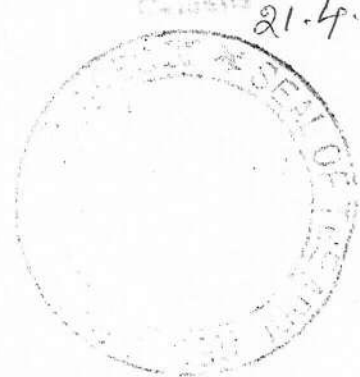
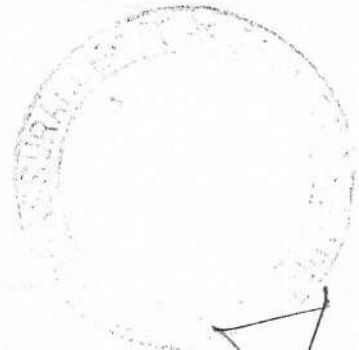
Asst. Registrar of Assurances  
Calcutta

Book No. 1  
Volume No. 2  
Page 156 of 165  
Serial No. 383  
Year 2016



\*\*\*\*\*  
DATED THIS 23<sup>rd</sup> DAY OF AUGUST 2005  
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Book No. I  
Volume 8  
Page 156 165  
Serial No. 382  
Date of Reg. 2006



**DEED OF SALE**

**BETWEEN**

M/S. GILLANDERS ARBUTHNOT & CO.  
LTD.

VENDOR

AND

MESSRS SHLOKE PROPERTIES &  
INVESTMENTS PRIVATE LIMITED

PURCHASER

REG. Registrar of Assurances-8  
Calcutta

MR. PAWAN KUMAR JAJODIA  
ADVOCATE  
301/F, B. B. Ganguly Street,  
CALCUTTA- 700 012.

1/11) = 3  
AD