

03301102

Title deed

10RS

3



1296 — 1298 — 3600 — 31.2.02

Copy under No. \_\_\_\_\_  
 Book No. 6 Val Page \_\_\_\_\_  
 Serial No. 03334 or 1202  
 Carried over \_\_\_\_\_  
 Copy No. 10 130  
 Copy No. 8 20  
 Copy No. 14 140  
 Copy No. 17 100

4.00  
 10.75  
 32.70  
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 46.95

S. Aganval  
 1296 to 31.2.02

31.7.02

2

10945

31 JUL 2002

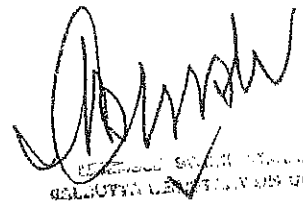
SL. NO. .... DATE .....

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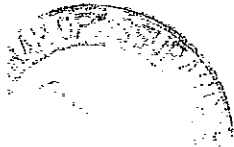
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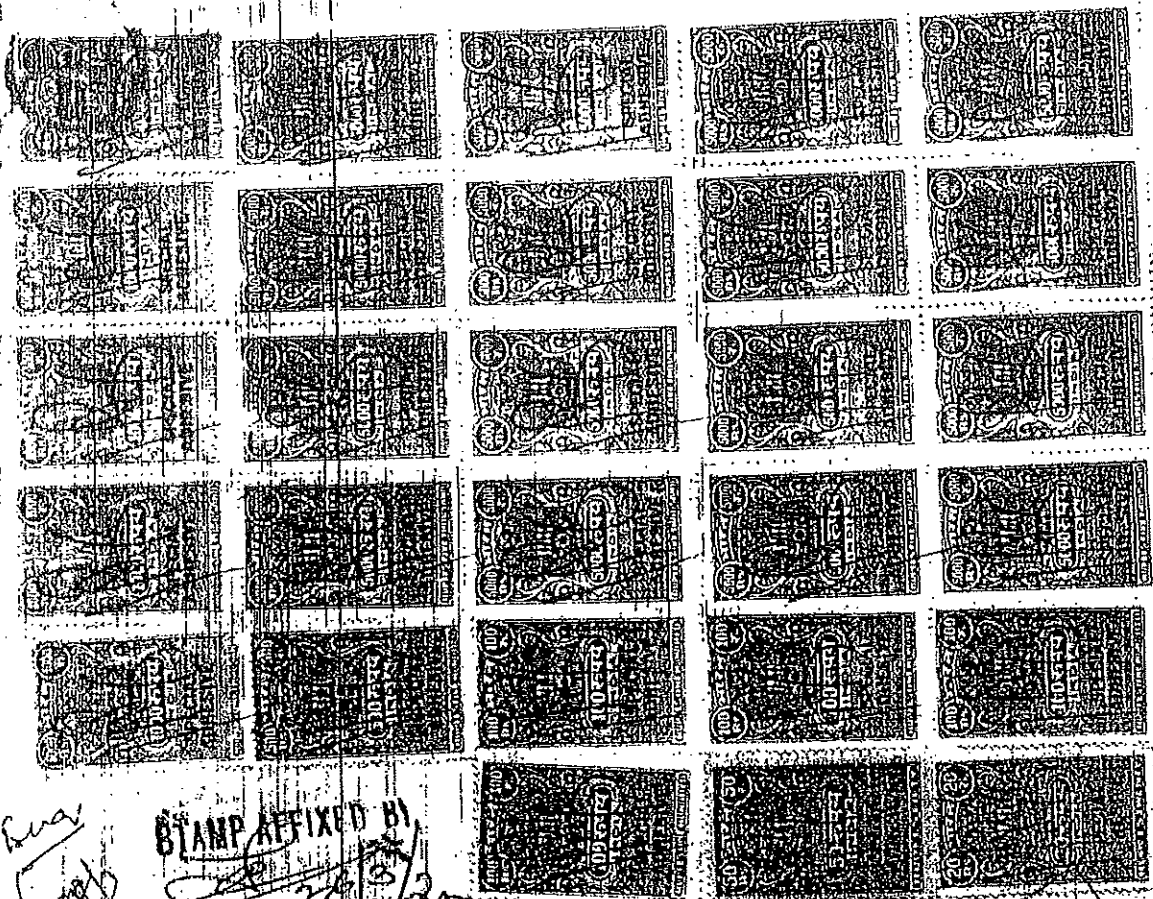
MT. ....

D. K. Bhattacharya  
Advocate  
Alipur Judges' Court  
Kolkata-700027



RECEIVED BY THE COURT  
ALIPUR JUDGES' COURT





STAMP AFFIXED BY

Stamp Department  
CALCUTTA COLLECTOR'S OFFICE  
No. 1083/1

Handwritten initials and numbers.

Handwritten numbers: 19757, 9, 25, 28, 29.

Handwritten numbers: 44,90,000 I

Dr. N. S. Red: 153300 at 22.6.02  
Rs 134640.00  
Bank of India

APR - 11  
12.7.02

Subsequently realised  
SBI Cheque No. 29612.00

1966 THIS INDENTURE OF CONVEYANCE made this 27th day of March  
two thousand two BETWEEN RAMANI MOHON INDUSTRIES PRIVATE  
LIMITED, a Private Limited Company Incorporated under the Companies Act,  
1956 and having its Registered Office at No.3 Shamlal Street, Kolkata 700 004  
hereinafter referred to as the "VENDOR" (which expression shall unless  
excluded by or repugnant to the subject or context be deemed to mean and

Handwritten numbers: 1793340, 019767, 7, 9, 18, 14

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Handwritten signature and text: Director

include its successor or successors-in-interest and assigns) of the ONE PART A N D GNB MOTORS LIMITED a Company incorporated under the Companies Act, 1956 and having its Registered Office at "Todi Mension" P-15, India Exchange Place Extn. Kolkata 700 073 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 its successor or successors-in-interest and assigns) of the OTHER PART :

**W H E R E A S :**

By a Lease dated 30<sup>th</sup> December 1937 granted by Kalidas Basu, as Trustee to the Estate of Kedar Nath Basu, deceased, therein described as Lessor of the One Part the Calcutta Commercial Bank Ltd., a Joint Stock Company, therein described as the Lessee of the Other Part and registered before the District Registrar, Allpore in Book No.I Vol. No.45 Pages 157 to 166 Being No.1622 for the year 1938 the Lessor therein demised unto the Lessee therein several plots of land of different dimensions and descriptions in Mouza Panihati Municipality in all comprising 105 Bighas which included lands comprised in C.S.Dags 622, 626, 623, 624, 627/923, 627 under several Khatians mentioned in the Schedule thereunder written with rights to erect pucca structures, construct pucca roads, drains excavate wheels, tanks, settle tenants, establish factories, bazars, mills, cooly lines etc. and enjoy the said Lease hold right in any manner.

**AND WHEREAS** the said Calcutta Commercial Bank Ltd. Was in possession of the said Leasehold land in terms contained in the said Lease.

**AND WHEREAS** by an Indenture of Conveyance dated 1<sup>st</sup> October, 1951 made between the Calcutta Commercial Bank Ltd., a Joint Stock Company through its Official Liquidator, Sri S.N. Bose, Bar-at-Law, therein described as the Vendor of the One Part and Dominion Insurance Co. Ltd., a Joint Stock Company, therein described as the Purchaser of the Other Part and registered with the District Registrar, 24-Parganas in Book No. I Vol. No. 83, Pages 223 to 229 Being No. 4848 for the year 1951 the Vendor therein for the consideration therein mentioned sold granted transferred and conveyed several plots of land of several dimensions and descriptions in Mouza Sodepore, P.S. Khardah within Panihati Municipality comprised in C.S. Dags No. 622, 623(Part), 624, 627/923, 627 under several khatians mentioned in the Schedule therein and measuring totally 4.13 Acres to the said Dominion Insurance Co. absolutely and forever.

**AND WHEREAS** the said Dominion Insurance Co. Ltd took immediate possession of the said properties comprised in several dags mentioned in the aforesaid conveyance dated 1<sup>st</sup> October, 1951 and being seized and possessed of the same made certain improvements, excavated a tank, bailed out water and started a Residential Colony over the said C.S. Dags 622, 623, 624, 627/923, 627 commonly known as Sodepore Property No. II of the said Dominion Insurance Co. Ltd.

**AND WHEREAS** under the Life Insurance Corporation Act, 1956 the said Dominion Insurance Co. Ltd was transferred to and vested in the Life Insurance Corporation of India on the 1<sup>st</sup> September, 1956 with its assets and liabilities appertaining to the said Dominion Insurance Co. Ltd inclusive of the aforesaid

*Handwritten signature*

pieces or parcels of land under C.S.Dags No. 622, 623, 624, 627/923, in Mouza Sodepore under Panihati Municipality P.S.Khardah.

**AND WHEREAS** the said Life Insurance Corporation of India dropped the Residential Colony Plan and decided to sell the land measuring more or less 10 Bighas 15 Cottas 8 Chittacks 31 Sq. Ft (hereinafter referred to as the "said entire property") to different buyers out of the aforesaid pieces or parcels of land in Mouza Khardah.

**AND WHEREAS** in pursuance thereof the said Life Insurance Corporation of India advertised for sale of the said entire property in the Amrita Bazar Patrika on 27<sup>th</sup> November, 1961 and 28<sup>th</sup> November, 1961 respectively as also on other dates, invited offers from the intending purchasers.

**AND WHEREAS** one Narayan Kumar Mukherji by his letter dated 23<sup>rd</sup> December, 1961 made the highest offer to purchase the said entire property and paid part of the consideration amount to the said Life Insurance Corporation of India.

**AND WHEREAS** the said Narayan Kumar Mukherji by his letter dated 11<sup>th</sup> July, 1963 nominated the said Ramani Mohon Industries Private Ltd. as his nominee for purchasing the piece or parcel of land comprised in C.S.Dags 622, 623, 624, 627/923, and requested the said Life Insurance Corporation of India to receive the balance amount from the said nominee and also to execute Conveyance Deed in favour of the said nominee and the said Life Insurance Corporation of India accepted the said nomination.

*K. S. L.*

**AND WHEREAS** by an Indenture of Conveyance dated 10<sup>th</sup> September, 1963 made between the said The Life Insurance Corporation of India therein referred to as the Vendor of the One Part and the said Ramani Mohon Industries Private Limited being the Vendor herein and therein referred to as the Purchaser of the Other Part and the said Sri Narayan Kumar Mukherji therein referred to as the Confirming Party and registered with the Registrar of Assurances at Calcutta in Book No. I Volume No. 175 Pages 1 to 14 Being No. 5546 for the year 1963 the Vendor therein for the consideration therein mentioned sold granted transferred and conveyed ALL THAT piece or parcel of Ralyati Sthitiban land measuring 1.04 Acres equivalent to 3 Bighas 1 Cottah 10 Chittacks and 24 Square Feet more or less in C. S. Khatian No. 82 C. S. Dag No. 627/923 in Mouza Sodepur J.L. No. 8 R.S. 43 Khardah within Panlhati Municipality in the District of 24 Parganas (North) more particularly described in the Schedule "B" thereunder written absolutely and forever free from all encumbrances whatsoever.

**AND WHEREAS** by an Agreement dated 28<sup>th</sup> February, 2002 made between the parties hereto the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT piece or parcel of land measuring 1.04 Acres. equivalent to 3 Bighas 1 Cottah 10 Chittacks and 24 Square Feet TOGETHER WITH sheds and other structures standing thereon bearing Holding No. 143F Nilganj Road in C.S. Khatian No. 82 C.S. Dag No. 627/923 R.S. Khatian No. 544 in Mouza Sodhpur Ward No. 11 P.S. Khardah within Panlhati Municipality in the District of 24 Parganas (North) more particularly described in the Schedule thereunder written as well as in the Schedule hereunder written at or for the sum of Rs. 17,97,340/- (Rupees Seventeen lacs ninety-seven thousand and three

*[Handwritten signature]*

hundred forty only) free from all mortgages charges liens lispens attachments, trusts, acquisitions requisition and encumbrances whatsoever subject to the terms and conditions therein mentioned.

**NOW THIS INDENTURE WITNESSETH** as follows :-

1. In pursuance of the said Agreement dated 28<sup>th</sup> February, 2002 and in consideration of the said sum of Rs.17,97,340/- (Rupees Seventeen lacs ninety-seven thousand and three hundred forty only) of good and lawful money of the Union of India in hand 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 as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and for ever discharge the said land as well as the Purchaser) **THE VENDOR** doth hereby sell grant transfer convey assign and assure unto the Purchaser ALL THAT piece or parcel of land measuring 1.04 Acres equivalent to 3 Bighas 1 Cottah 10 Chittacks and 24 Square Feet TOGETHER WITH sheds and other structures standing thereon bearing Holding No.143F Nilganj Road in C. S. Khatian No.82 Dag No.627/923 R. S. Khatian No.544 in Mouza Sodhpur Ward No.11 P.S.Khardah within Panihati Municipality in the District of 24 Parganas (North) more particularly described in the Schedule hereunder written and delineated in the Map or Plan hereto annexed and thereon bordered "RED" (hereinafter referred to as the said "Property") **OR HOWSOEVER OTHERWISE** the said property now are or is or at any time or times heretofore were or was situate butted bounded called known numbered described and distinguished TOGETHER WITH all boundary walls, areas, sewers, drains, ditches, compounds, paths passages, water, water-courses and all manner of

*13/3*



ancient and other rights, lights, liberties appendages and appurtenances whatsoever standing and being in to or upon or belonging thereto or any part thereof or with which the same now are or is or at any time or times heretofore were or was usually held used occupied enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appurtenant thereto A N D the reversion or reversions remainder or remainders and the rents issued and profits thereof and every part thereof AND all the estates, right title, interest, claim, use, inheritance, trust, possession, property or demand whatsoever of the Vendor both at law and in equity in to upon or in respect of the said property TOGETHER WITH the benefit of the covenant for production of the title deeds as mentioned in the Schedule 'B' of the said in part recited Indenture of Coneyance dated 10<sup>th</sup> September, 1963 made between the said Life Insurance Corporation of India as the Vendor and Ramani Mohan Industries Private Limited as the Purchaser A N D all deeds, pattahs, muniments, writings and other evidence of title relating to or concerning the said property which now are or is or at any time or times hereafter shall or may be in the power possession or custody of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property hereby sold, granted, transferred, conveyed assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser free from all mortgages charges liens lispens attachments acquisition requisition and encumbrances whatsoever absolutely and forever.

*H.S.*

THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER

as follows :-

- a) That notwithstanding any act deed matter or thing whatsoever heretofore done or executed or knowingly suffered by the Vendor to the contrary the Vendor is lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred, conveyed, assigned and assured or otherwise expressed or intended so to be and every part thereof as an absolute and indefeasible estate or an estate of inheritance in fee simple without any manner or condition use trust or other thing whatsoever to alter, defeat, encumber or make void the same.
- b) That the Vendor has good right full power and absolute and indefeasible authority to sell grant transfer convey assign and assure the said property hereby sold granted transferred conveyed assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and upon and hold possess and enjoy the said property and receive the rents issues and profits thereof without any lawful eviction interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said property from through under or in trust for the Vendor and that free and clea

*[Handwritten mark]*

freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all charges and encumbrances whatsoever made done executed or occasioned by the Vendor.

- d) That the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said property from through under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge and execute or cause to be made done acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said property hereby sold granted transferred conveyed assigned and assured unto and to the use of the Purchaser as shall or may be reasonably required.
- e) That the Vendor doth hereby accord its consent to the Purchaser for mutating its name in the Panihatty Municipality, office of the B.L. & L.R or any other Appropriate Authority in respect of the said property.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring 1.04 Acrs equivalent to 3 Bighas 1 Cottah 10 Chittacks and 24 Square Feet together with building sheds and other structures standing thereon details whereof are given below :

i) 5 No. Residential Structure

a) C.A.	-	113.32 Sq. M
b) L. A	-	56.66 Sq.M
c) A.L.A (for 5 Unit)		<u>2,500.00 Sq.M</u>
Total	-	2,669.98 Sq.M

ii) 6 Non Residential Structure

a) C. A.	-	1,006.59 Sq.M
b) L. A.	-	<u>503.29 Sq.M</u>
Total	-	<u>1,509.88 Sq. M</u>
Grand Total- 4,179.86 Sq.M		

bearing Holding No.143F Nilganj Road, comprised in C. S. Khatlan No.82 Dag No.627/923, R.S.Khatlan No.544, In Mouza Sodhpur J.L.No.8, Touzi Nos. 172,178 and 194, R.S.No.43 P.S. Khardah within Panihati Municipality Sub-Registration Office Barrackpore District 24 Parganas (North) and butted and bounded as follows:

ON THE NORTH	:	By C.S.Dag No.666 and 670
ON THE SOUTH	:	By Municipal Road ;
ON THE EAST	:	By Municipal Road leading to Railway line ;
ON THE WEST	:	By C.S.Dag No.627 ;

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement the day month and year first above written.

THIS COMMON SEAL OF RAMANI

MOHAN INDUSTRIES LTD hath here-

unto been affixed pursuant to the

Resolution of the Board of Directors

dated 4.9.04 In the presence of

Mr. Swapan Kanti Ghose of the

Directors of the Company who has

signed these presents in token thereof

at Kolkata in the presence of :

Anand Kumar Banerjee  
Advocate

2, Church Lane  
Kolkata - 700001

Sudha Kumar Das  
s/o Late Anil Kumar Das  
P. 15, India Enclave Place Extension,  
4<sup>th</sup> Floor, Todi Mansion,  
Kolkata - 700073.

RAMANI MOHAN INDUSTRIES PRIVATE LTD.

Swapan Kanti Ghose

RECEIVED of and from the within named  
 Purchaser the within mentioned sum of.  
 Rs.17,97,340/- (Rupees Seventeen lacs  
 ninety-seven thousand and three hundred  
 forty only) being full consideration  
 money within expressed to have been paid by  
 them to me as per Memo below:

**MEMO OF CONSIDERATION**

By cheque No 339805 dated 28.02.2002  
 drawn on UBI High Court Branch  
 in favour of Vendor for Rs. 1,80,000-00

By cheque No. 592048 dated 26.3.2002  
 drawn on Allahabad Bank, Bowbazar  
 St. Cor. 1st by the Purchaser in favour  
 of the Vendor for Rs. 16,17,340-00

Total: Rs. 17,97,340-00

Witnesses:-

Amalash Kumar Banerjee  
 Advocate

2, Chhotal Lane  
 Kolkata - 700001

Sudhas Kumar

(Rupees Seventeen lacs  
 ninety seven thousand  
 three hundred forty only)

RAMANI MOHANI INDUSTRIES PRIVATE LTD.

Swapan Kanti Ghosh.

Director

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement the day month and year first above written.

THIS COMMON SEAL OF RAMANI  
 MOHAN INDUSTRIES LTD hath here-  
 unto been affixed pursuant to the  
 Resolution of the Board of Directors  
 dated 4.9.01 in the presence of  
 Mr. Swapan Kanti Ghosh one of the  
 Directors of the Company who has  
 signed these presents in token thereof  
 at Kolkata in the presence of :

RAMANI MOHAN INDUSTRIES PRIVATE LTD.  
 Swapan Kanti Ghosh

Anil Kumar Banerjee  
 Advocate  
 2, Church Lane  
 Kolkata - 700001

Sudha Kumar Saha  
 15/1, Late Anil Kumar Saha  
 P.O. Sedia, Exchange Place Extension,  
 4<sup>th</sup> Floor, Todi Mansion,  
 Kolkata - 700073.

Registered in  
No. of Reg. ....  
Vol. of Reg. ....  
Reg. No. ....  
Sec. of Reg. ....  
For the year .....

DATED THIS 27<sup>th</sup> DAY OF March 2002

BETWEEN

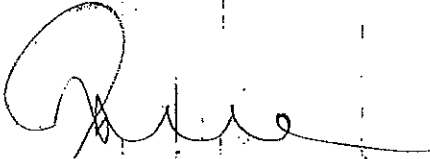
RAMANI MOHON INDUSTRIES Pvt. LTD,  
.....Vendor

A N D

GNB MOTORS LIMITED .....Purchaser

Additional Registrar of Assurances  
Calcutta

INDENTURE OF CONVEYANCE



B. J. Jor

K 22/3/02

Additional Registrar of Assurances  
Calcutta

KHAITAN & CO  
ADVOCATES  
1B OLD POST OFFICE STREET  
KOLKATA 700 001

196  
26/3