

P 4228

I-5294

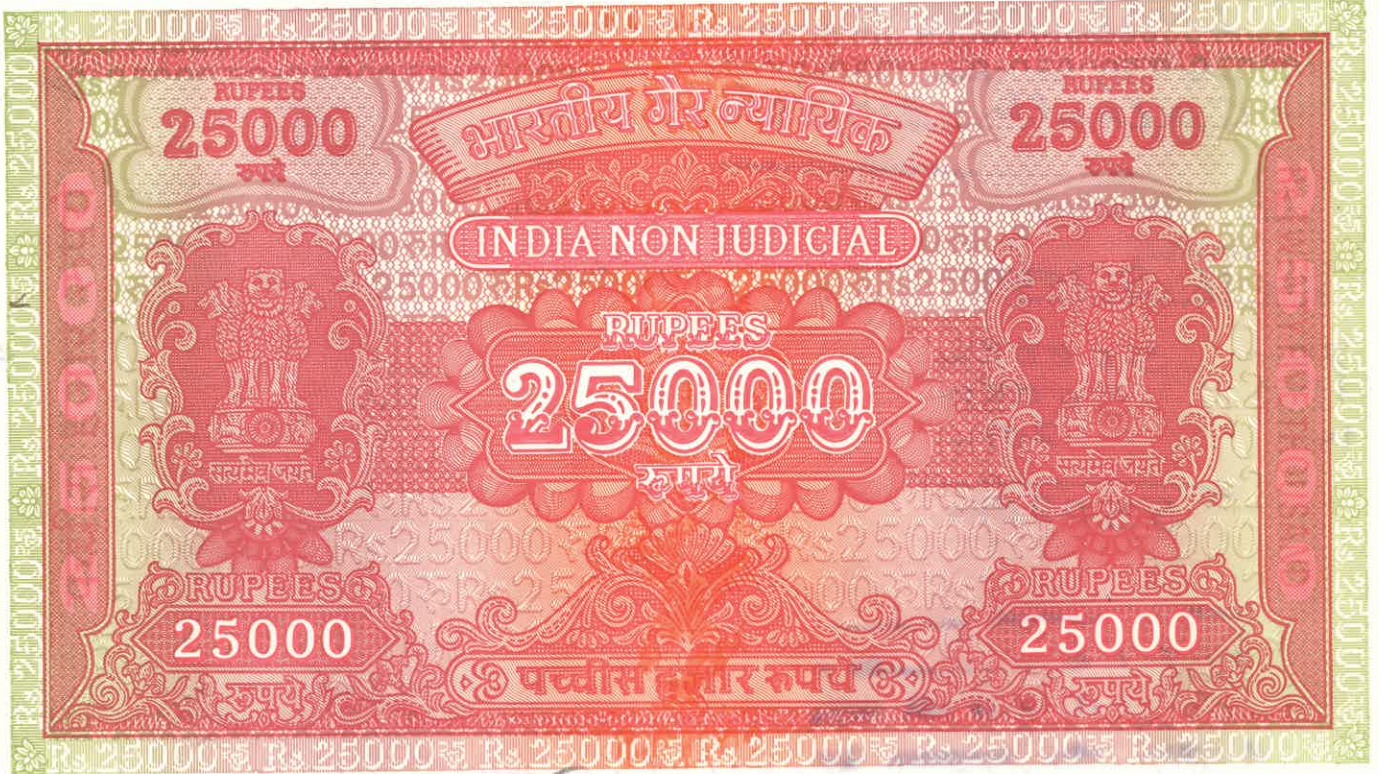
Applied for G. T. C.

J.T.C. of 1998

P

4228

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A.A. ent
31.5.2000

55020

1100.0000

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A-12089.00
B-7.00
12096.00

01DD 040472

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20 + 50

A-12089.00
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Fees 4.50 Pm

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18.7.2000

THIS INDENTURE made this 31st day of May 2000 BETWEEN

SRI NAWAL KISHORE AGARWAL son of Late Ghasiram Agarwal as Karta of N.K. Agarwal & Sons, a Hindu Undivided Family, by occupation businessman, residing at No.11, Royd Street, Calcutta, hereinafter referred to as the "VENDOR" (which expression shall mean and include his heirs, executors administrators, representatives, successors-in-office and/or assigns) of the ONE PART AND LNOP PRODUCTS (PRIVATE) LIMITED a Company registered under the provisions of the Companies Act, 1956, having its registered Office at

Stamp Regn. fees Rs. 72501/-
has been realized on 18.7.2000
per misc. Receipt No. 2432

market value is assessed to be Rs. 7691000/-
Deficit stamp duty of Rs. 329540/- is paid
U/S 41 & 42 by Bank draft No. DCS/10.0024/
dt. 12/7/2000. Vivekananda 372888.
S.B.I. Rd. Calcutta.

Addl. Dist. Sub-Registrar
Barrackpore - 1207 24/25
18.7.2000

For Collector U/S 41 & 42
Barrackpore
18.7.2000

4241
LNOP Products (P) Ltd
267A, C.R. Avenue
Calcutta - 700006

Tax Collector,
Treasury
No. 16, S. 2000

20 50000
10 50000
10 2000

55020

2/30/50
May 21/50

Naval Kishor Agarwal

Naval Kishor Agarwal

31.5.2000

Naval Kishor Agarwal



6267

Naval Kishore Agarwal
S/o Phasiram Agarwal
of No 11, Royed Street
Calcutta - Hindubum

Take Nalt Poo Gpta
as a director for on
behalf of Lnop Products Private
Ltd

For LNOP Products - Pvt. Ltd.

Director



4-1. Deshpande
Will
31.5.2000
ASO

Kamal Kothari
S/o Lt K.M. Kothari
Q 195/1/1 M.G.Rd
Cal-7 H/Os,

Kamal Kothari
S/o Late K.M. Kothari
195/1/1, M.G. Rd, Cal-7
Business

31.5.2000



01DD*040473

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No.267A, Chittaranjan Avenue, Calcutta – 700 006 hereinafter referred to as the
“PURCHASER” (which expression shall mean and include its successors-in-
office and/or assigns) of the **OTHER PART** :

WHEREAS :

1. By a Conveyance dated 1st February 1935 made between Smt. Giri Bala Dassi therein referred to as the Vendor of the One Part and Sri Jyotish Chandra Dutta and Sri Bimal Chandra Dutta therein jointly referred to as the Confirming

No. 4241
LNOP Products (P) Ltd
267A, C. R. Avenue
Calcutta - 700006

Stampa Collectoria,
Tombury
Date 16.5.2000

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31.5.2000

5000Rs.



3

Parties of the Second Part and Sri Saral Chandra Ghosh, since deceased, therein referred to as the Purchaser of the Third Part and registered in the Office of Registrar of Assurances Calcutta, in Book – I, Volume 13, Pages 178 to 184, Being No.365 for the year 1935, the said Smt. Giri Bala Dassi sold, transferred and conveyed ALL THAT several pieces and parcels of land agreeing to a total area of 9 Bighas 4 Cottahs, more or less, together with all messuage, tenement hereditaments and premises, situate and lying at Mouza Sukchar, P.S. Kardah, Sub-Registry Office Barrackpore, District 24-Parganas (North) and

No. 4241
Sold to LNOP Products (P) Ltd
267A, C. R. Avenue
Calcutta-700006.

Calcutta Collectorate,
Treasury
16.5.2000

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~~16.5.2000~~
16.5.2000

20 Rs.



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comprised in Dag Nos.3418, 3410, 3408, 3411, 3408/3529, 3412, 3419/3557, 3409 and 3419 Touzi No.156, Khatian No.115, J.L. No.9 more fully described in the schedule thereunder written UNTO and in favour as the said Sri Saral Chandra Ghosh, at or for valuable consideration mentioned in the said Conveyance dated 1.2.1935.

2. By another Bengali saf-cobala dated 28th March, 1944 and made between Smt. Hemangini Dassi therein referred to as the Vendor of the One Part and the

Serial No. 4241
Sold to LNOP Products (P) Ltd.
of 287A, C. R. Avenue
Calcutta - 700066

T. Louisa Collectorate,
Treasury
16.5.2000

[Signature]
Treasurer

20	50000/-
10	5000/-
10	20/-
<hr/>	
	55020/-



comprised in Reg Nos 3418, 3419, 3420, 3421, 3408, 3412, 3419, 3425, 3409 and 3419 Town No. 1. No 9 more fully described in the schedule hereunder as the said 2nd Serial Chandra Ghosh, at or for value of Rs. 55,020/- in the said Conveyance dated 1.2.1932

2. By another Registry sub-cobala dated 25.10.1934 and made between Smt. Hemangini Dassi therein referred to in the title of the Part and the

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said Sri Saral Chandra Ghosh, since deceased, therein referred to as the Purchaser of the Other Part, and registered in the Office of Sub-Registry Office Barrackpore, in Book I, Volume – 5, Pages 260 to 263, Being No.310 for the year 1944, the said Smt. Hemangini Dassi sold, transferred and conveyed UNTO and in favour of the said Sri Saral Chandra Ghosh, ALL THAT piece and parcel of land measuring an area of .67 satak more or less, together with all easement rights thereunto belonging, situate and lying at Mouza Sukchar, P.S. Khardah, appertaining to Dag No.3417, Khatian No.115, more fully described in the Schedule thereunder written, at or for valuable consideration mentioned in the said Bengali saf-cobala dated 28.3.1944.

3. By a Deed of Exchange dated 10th day of August 1971 and registered in the office of Registrar of Assurances Calcutta, in Book I, Volume – 116, Pages 166 to 169, Being No.3137 for the year 1971, made between the above-named Sri Saral Chandra Ghosh therein described as the party thereto of the First Part and Commercial and Agricultural Investment Private Limited of No.15, Convent Road, therein referred to as the Party thereto of the Other Part, the said Sri Saral Chandra Ghosh conveyed and transferred demarcated portion of said agricultural land measuring an area of 6 cottahs, 11 Chittacks and 9 Sq.ft. more or less comprised in Dag No.3419 in Sheet No.7, R.S. No.14, in Mouza Sukchar, Particularly described in Schedule 'A' under the said Deed of Exchange dated 10.08.1971 in favour of the said Commercial & Agricultural Investment Pvt. Ltd. in exchange of demarcated Plot of land measuring 6 Cottahs 11 Chittacks and 9 Sq.ft. more or



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१. १. २०२०

less comprised in Dag No.3483 in Sheet No.7, R.S. No.14 in Mouza Sukchar more fully described in Schedule 'B' thereunder written, being conveyed and transferred by the said Commercial & Agricultural Investment Pvt. Ltd. UNTO and in favour of the said Sri Saral Chandra Ghosh.

4. The said Sri Saral Chandra Ghosh who was a widower, died intestate on 7th April 1979 leaving him surviving his only son Sri Sisir Kumar Ghosh, as his sole heir under the Hindu succession Act 1956;

5. Upon death of the said Sri Saral Chandra Ghosh, his only son Sri Sisir Kumar Ghosh being legal heir became the sole and absolute owner of All That several pieces and parcels of agricultural and horticultural lands, hereditaments and premises aggregating to an area of 3.87 acres in Mouza Sukchar, P.S. Khardah, Holding No.11, Barrackpore Trunk Road and No.36, Ekford Road, R.S. No.14 at present under Panihati Municipality.

AND WHEREAS on or about 13th July 1979 the said Sisir Kumar Ghosh submitted an application before the competent Authority under the Urban Land (Ceiling and Regulation) Act 1976 for necessary declaration and grant of Certificate that the entire land under Holding No.11, B.T. Road and 36, Ekford Road in Mouza Sukhar, R.S. No.14 are agricultural and horticultural land and no permission and/or notice is required for transfer of the said land or portions thereof;



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21-5-2020

AND WHEREAS by letter dated 29th August, 1980, the Deputy Director under Urban Land (Ceiling & Regulation) Act, 1976 directed the said Sisir Kumar Ghosh to submit necessary return U/s 6(1) of the said Act;

AND WHEREAS thereafter several representations and requests was made by the said Sisir Kumar Ghosh before the Competent Authority for necessary declaration that the plots of land in question are all agricultural horticultural lands and no formal permission under the Urban Land (Ceiling & Regulation) Act 1976 was required for transfer of the same or any part thereof, but in vain;

AND WHEREAS being aggrieved at and dissatisfied with the aforesaid acts and actions of the competent Authority under Urban Land (Ceiling & Regulation) Act, 1976, the said Sri Sisir Kumar Ghosh filed an application under Article 226 of the Constitution of India before the Hon'ble High Court at Calcutta being Matter No.1529 of 1981 praying inter-alia for quashing the impugned notice dated 22.8.1980 requiring him to submit return U/s 6(1) of the said Act;

AND WHEREAS by an order dated 3rd August 1982, the Hon'ble Mr. Justice P.C. Borooah quashed the impugned notice dated 22.8.1980 and declared the aforesaid plots of land as agricultural or horticultural lands and no formal permission of the land ceiling Authority is required for transfer of the same.

no. b



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31-5-20

AND WHEREAS for the sake of convenience and diverse good causes and considerations, the said Sri Sisir Kumar Ghosh surveyed and divided the said entire being plots of land into eight separate plots of land marked as A, B, C, D, E, F, G and H and as curved out a common passage of 30 ft. wide and 575 ft. long marked as W, X, Y and Z;

AND WHEREAS by a conveyance dated 14th August, 1982 and registered in the office of Registrar of Assurances, Calcutta, in Book – I, Volume No.10, Pages 145 to 158, Being No.7080 for the year 1982 the said Sri Sisir Kumar Ghosh sold and transferred All That demarcated piece and parcel of agricultural land being Lot 'A' measuring an area of 1 Bighaa 5 Cottahs 3 Chittacks and 23 Sq.ft. more or less, equivalent to 1686 Sq.ft. in Mouza Sukchar, P.S. Khardah and comprised in Dag No.3408/3529, 3412 and 3408 R.S. No.14, Touzi No.156 being portion of Holding No.11, B. T. Road under Panihati Municipality, more fully described in the First Schedule thereunder written and in Schedule 'A' hereunder written together with a portion of the said common passage measuring an area of 232 Sq.mt. being portion of Holding No.11, Barrackpore Trunk Road, more fully described in the Second Schedule under the said conveyance dated 14.08.1982 together with terms, conditions covenants and restrictions therein stated relating to the use of the common passage in favour of Sri Nawal Kishore Agarwal the Vendor herein, at or for valuable consideration mentioned in the said conveyance dated 14.08.1982;

AND WHEREAS since the date of the aforesaid purchase, the Vendor has been in exclusive possession and enjoyment of the said plot of land measuring



~~XXXXXXXXXX~~
21.5.2024

1 Bigha 5 Cottahs 3 Chittacks and 23 Sq.ft. more or less in Mouza Sukchar, being portion of Holding No.11 Barrackpore Trunk Road as sole and absolute owner thereof, without any hindrance or interference by anybody and has mutated his name in the records of the Panihati Municipality;

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT piece and parcel of agricultural land measuring an area of 1 Bigha 5 Cottahs 3 Chittacks 23 Sq.ft. more or less in Mouza Sukchar, P.S. Khardah, being Portion of Holding No.11, Barrackpore Trunk Road, (formerly 8, B.T. Road) under Panihati Municipality, more fully described in the Schedule hereunder written and delineated within Green border in the map annexed hereto, and marked as Lot 'A' at or for the total price of Rs.11,00,000/- (Rupees Eleven lacs) only free from all encumbrances, but nevertheless subject to the terms, conditions, covenants and restriction recorded in the said conveyance dated 14th August, 1982, relating to the said Common passage.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the said sum of Rs11,00,000/- (Rupees Eleven lacs) only of lawful money of 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 as well as by the receipt hereunder written admit and acknowledge the same and of and from the same and



31-5-20

every part thereof acquit release and forever discharge the said Plot of land hereby sold and the purchaser) the Vendor do hereby indefeasible grant convey transfer sell assure and assign unto the Purchaser **ALL THAT** piece and Parcel of Agricultural land measuring an area of 1 Bigha, 5 Cottahs, 3 Chittacks 23 Sq.ft. more or less equivalent to 1686 Sq.mt. more or less, situate and lying at Mouza-Sukchar, P.S. Khardah, Sub-Registry Office Barrackpore, District 24-Parganas (North) and comprised in portion of Dag No.3408/3529, 3412 & 3408, J.L. No.9, R.S. - 14, Touzi No.156, Khatian No.115, at present under the Panihati Municipality being portion of Holding No.11 Barrackpore Trunk Road, (formerly 8 B. T. Road) and a portion of the common passage measuring 232 Sq.mts. equivalent to and more fully and particularly mentioned and described in the Schedule hereunder written delineated with green border in the map annexed hereto and marked as Lot 'A' (and hereinafter referred to as the said Plot of land) free from all encumbrances charges claims demands, liabilities and attachments whatsoever but nevertheless subject to the terms, conditions, covenants and restrictions contained in the said conveyance dated 14.08.1982 **TOGETHER WITH** all erection thereon standing yards, Courts, areas, sewers, drains, ways, paths, passages, common and other passages, grounds, water, water course, fixture and all manner of former and other rights, liberties, privileges, easements and benefits whatsoever to the said ^{plot of land} ~~Premises~~ belonging to or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong to or be appurtenant thereto and reversion or reversions remainder or remainders and the rents issues and profits thereof **AND ALL** the estate right title and interest of the



31.5.2014

vendors and all other persons having any beneficial interest into or upon the said ^{plot of land} ~~premises~~ and every part thereof and all documents muniments and writings and other evidence of title which exclusively relate to the said ^{plot of land} ~~Premises~~ or any part thereof and which now are or heretofore was or may be in the custody power or possession of the Vendor or in the custody power or possession of any person from whom ~~he~~ can procure the same without action or suit **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever as and for an indefeasible title or inheritance in fee simple in possession free from all encumbrances charges claims demands lispdens and attachments whatsoever.

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

i) That the Vendor hath good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said plot of Agricultural land 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 ^{plot of land} ~~Premise~~ hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful acts suits hindrance



31.5.2022

eviction interruption disturbance claim or demand whatsoever from or by the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for them.

iii) And that the Vendor shall make and keep the property free and clear and freely and clearly and absolutely acquitted exonerated discharges or released at the costs and expenses of Vendor and also well and sufficiently save defended kept harmless and accrued of and from the against all manner of estates mortgages charges liens lispensens claims demands attachments debts liabilities and encumbrances whatsoever.

vi) And further they the Vendor and all other person having or lawfully or equitably claiming any estate right title interest property claim or demand whatsoever unto or upon the said plot of Agricultural land 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 the Vendor 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 and satisfactorily granting transferring and assuring the said plot of Agricultural land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.



31.5.20

3. **THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows :-**

The Purchaser doeth hereby covenant with vendor with the intent that the covenant shall run with the land the Purchaser shall not cause any obstruction to but shall allow the owners and occupiers of the remaining portion of the aforesaid Premises No.11, (previously No.8) Barrackpur Trunk Road) within the Panihati Municipality with free and full right and liberty to use the said common passage and underground thereof for all purposes whatsoever connected with the use and occupation of his premises including right of ingress and egress over the said common passage for himself, his servant agent and guest, with or without cars, lorries, trucks and other vehicles carriages laden or unladen also to use the said common passage and the under ground thereof for taking electricity, gas, water, telephone and sewerage connection.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and Parcel of Agricultural land measuring an area of 1 Bigha, 5 Cottahs, 3 Chittacks 23 Sq.ft. more or less equivalent to 1686 Sq.mt. more or less, situate and lying at Mouza Sukchar, P.S. Khardah, Sub-Registry Office Barrackpore, District 24-Parganas (North) and comprised in portion of Dag No.3408/3529, 3412 and 3408, J.L. No.9, R.S. – 14, Touzi No.156, Khatian No.116 & 118, at present under the Panihati Municipality being portion of Holding No.11 Barrackpore Trunk Road, (formerly 8 B. T. Road) and a portion of



~~31.5.2020~~
31.5.2020

the common passage measuring 232 Sq.mts. and delineated with Green border in the map annexed hereto and marked as Lot 'A'.

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

SIGNED SEALED AND DELIVERED

by the said Vendor in the presence of :

- 1. Animesh Chatterjee
Advocate
6, old Post office st.
col-1.

- 2. Bhaskar
Advocate
High Court, Calcutta
(HARAPROSA SINHARAY)

SIGNED SEALED AND DELIVERED

by the said Purchaser in the presence of :

- 1. Animesh Chatterjee
Advocate

- 2. Bhaskar
Advocate

For M. K. AGARWAL & SONS P.L.D.

Nawal Kishor Agarwal
SARIA

For LNOP Products Pvt. Ltd.

Om Prakash Singh
Director

Read-over and explained by me in vernacular and who signed before me.

[Signature]
Advocate



~~31-5-2000~~

31-5-2000

RECEIVED of and from the withinnamed Purchaser
the within mentined sum of Rs.11,00,000/- (Rupees
Eleven lacs) only being the full consideration money as
per memo below :-

Rs.11,00,000.00

MEMO OF CONSIDERATION

<u>Cheque No's</u>	<u>Date</u>	<u>Bank</u>	<u>Amount (Rs.)</u>
632712	29.5.2000	State Bank of Bikaner and Jaipur, Vivekananda Road Branch, Calcutta.	9,00,000.00
632713	- Do -	- Do -	2,00,000.00
Total Rs.			<u>11,00,000.00</u>

(Rupees eleven lacs) only

P.O. N. K. AGARWAL & SONS H.U.P.

Nawal Kishor Agarwal
S.P.A.**WITNESSES:**

- Kamal Kothari
195/1/1, M.G. Road, Cal-7.

Binku Das
Advocate

Drafted by

Gopal Das
Advocate
(GOPAL DAS)



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31.5.20



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19.7.20

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QEM

PLAN OF C.S.DAG NOS. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419 (PART), 3429, 3483 (PART), & 3557 MOUZA SUKH-CHAR NO. 9, SHEET NO. 7, R.S. NO. 14, P.S. KHARDAH, DIST. NORTH 24 PARGANAS. UNDER ~~WEST BENGAL~~ MUNICIPALITY. SCALE:-100FT=1INCH
 PANIHATI
 TOTAL AREA:- 11B. 18K. 4CH. 05FT. (3.95 ACRE)



LEGEND

LOT	OWNER'S NAME
A	NAWAL KISHORE AGARWAL.
B	RAJ KUMARI AGARWAL.
C	OM PRAKASH SHAROFF.
D	KAILASH CHANDRA AGARWAL.
E	JAGADISH PRASAD AGARWAL.
F	TARA DEVI SHAROFF.
G	MANJU RANI AGARWAL.
H	SABITRI DEVI AGARWAL.

Nawal Kishor Agarwal

Drawn by
sd/-

SHANKAR K. GUHA
FF-6/2, HATIARA RD.
CALCUTTA-700069



~~Office of the Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parg.~~

31.5.2000



~~Office of the Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parg.~~

19.7.2000

~~Office of the Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parg.~~

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2000



DATED THIS 31st DAY OF May 2000

BETWEEN

SRI NAWAL KISHORE AGARWAL

VENDOR

AND

LNOP PRODUCTS (PRIVATE) LIMITED

PURCHASER

CONVEYANCE

ANIMESH CHATTERJEE

Advocate

Temple Chambers

6, Old Post Office Street,

2nd Floor

Calcutta – 700 001.

