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D05497

(2)



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

R 407704

Certified that the document is  
admitted to registration. The  
signature sheet / sheet is the  
endorsement. The document  
attached with this document  
is the original of the document.

Additional District Sub-Registrar  
Bederpur, North 24 Parganas

28 NOV 2014

THIS DEED OF CONVEYANCE is made on this 21<sup>st</sup> day  
of November Two Thousand Fourteen BETWEEN **R.K. MILLEN &  
CO. (INDIA) PRIVATE LIMITED** a company incorporated under the  
Companies Act, 1956 having its registered office at 38, Netaji Subhas



2888

05 APR 2014

No.	Date
Sold to	SUTANU KARMAKAR
Address	ADVOCATE HIGH COURT, CALCUTTA
Rs.	100/-
ANJUSHREE BANERJEE	
L.S. VENDOR (O.S.)	
HIGH COURT, KOLKATA-700 012	

05 APR 2014

Udaya Chatterjee

~.C.T.S.  
1588



R. K. MILLEN & CO. (INDIA) PVT. LTD.

Udaya Chatterjee  
Authorised Signature / Director

Additional District Sub-Registrar  
Sodepur, North 24 Parganas  
21.11.14

S. Chakraborty -  
W/O to R.R. Chakraborty  
510 J.P. PARK  
KOL-68  
H. wife

28 NOV 2014





**Government Of West Bengal**  
**Office Of the A.D.S.R. SODEPUR**  
**District:-North 24-Parganas**

**Endorsement For Deed Number : I - 05497 of 2014**  
**(Serial No. 06143 of 2014 and Query No. 1524L000012197 of 2014)**

**On 21/11/2014**

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 21.35 hrs on :21/11/2014, at the Private residence by Udayan Chakraborty ,Executant.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 21/11/2014 by

1. Udayan Chakraborty  
 Director, R K Millen & Co. ( India ) Pvt. Ltd., 38 Netaji Subhas Road, Thana:-Burrobazar,  
 District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
 , By Profession : Business  
  
 Identified By S Chakraborty, wife of R R Chakraborty, 510 J P Park, District:-Kolkata, WEST  
 BENGAL, India, Pin :-700068, By Caste: Hindu, By Profession: House wife.

( Biswarup Goswami )  
 ADDITIONAL DISTRICT SUB-REGISTRAR

**On 27/11/2014**

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),  
 Finance Department, Govt. of WB**

Registration Fees Rs. 73,450/- paid online on 21/11/2014 4:45AM with Govt. Ref. No. 192014150011730911 on 21/11/2014 3:47PM, Bank: State Bank of India, Bank Ref. No. CK55856807 on 21/11/2014 4:45AM, Head of Account: 0030-03-104-001-16, Query No:1524L000012197/2014

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-66,76,364/-

Certified that the required stamp duty of this document is Rs.- 467366 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance  
 Department, Govt. of WB**

Stamp duty Rs. 4,67,366/- paid online on 21/11/2014 4:45AM with Govt. Ref. No. 192014150011730911 on 21/11/2014 3:47PM, Bank: State Bank of India, Bank Ref. No. CK55856807 on 21/11/2014 4:45AM, Head of Account: 0030-02-103-003-02, Query No:1524L000012197/2014

( Biswarup Goswami )  
 ADDITIONAL DISTRICT SUB-REGISTRAR

**On 28/11/2014**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

*[Handwritten Signature]*

*Additional District Sub-Registrar  
 Sodepur, North 24-Parganas*

( Biswarup Goswami )

**ADDITIONAL DISTRICT SUB-REGISTRAR**





**Government Of West Bengal**  
**Office Of the A.D.S.R. SODEPUR**  
**District:-North 24-Parganas**

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**Endorsement For Deed Number : I - 05497 of 2014**  
**(Serial No. 06143 of 2014 and Query No. 1524L000012197 of 2014)**

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Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

( Biswarup Goswami )  
ADDITIONAL DISTRICT SUB-REGISTRAR



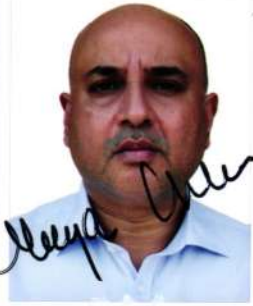
Additional District Sub-Registrar  
Sodepur, North 24-Parganas

( Biswarup Goswami )  
ADDITIONAL DISTRICT SUB-REGISTRAR

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No. Signature of the executants and/or purchaser Presents

1.



LITTLE	RING	MIDDLE	FORE	THUMB
(LEFT HAND)				
THUMB	FORE	MIDDLE	RING	LITTLE
(RIGHT HAND)				

2.

LITTLE	RING	MIDDLE	FORE	THUMB
(LEFT HAND)				
THUMB	FORE	MIDDLE	RING	LITTLE
(RIGHT HAND)				

3.












LITTLE	RING	MIDDLE	FORE	THUMB
(LEFT HAND)				
THUMB	FORE	MIDDLE	RING	LITTLE
(RIGHT HAND)				

4.

LITTLE	RING	MIDDLE	FORE	THUMB
(LEFT HAND)				
THUMB	FORE	MIDDLE	RING	LITTLE
(RIGHT HAND)				



SPECIMEN FORM FOR TEN FINGERPRINTS

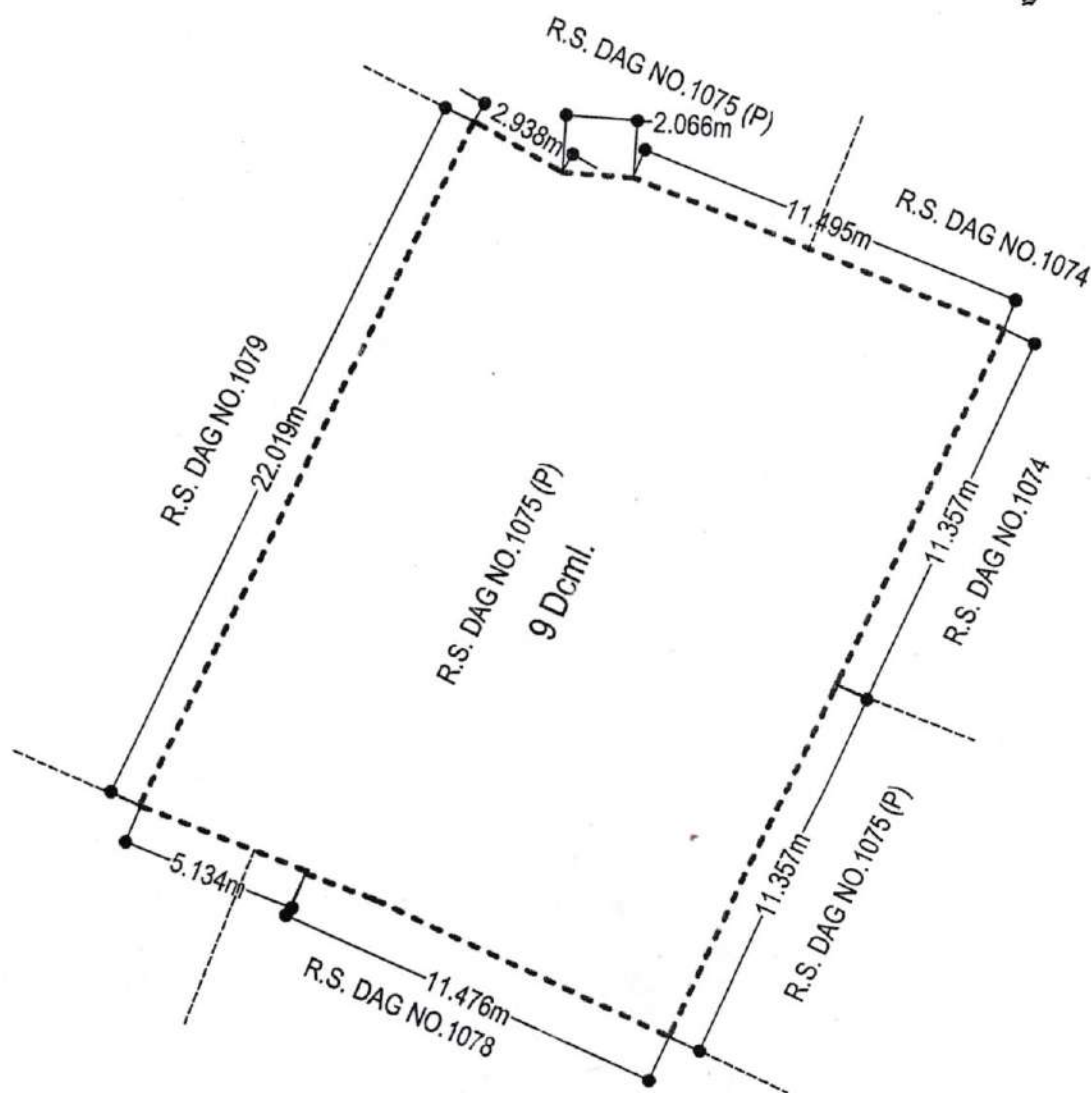
Sl. No.	Signature of the executants and/or purchaser Presents					
1.	 Pradeep Hishaw					
		(LEFT HAND)				
						
		(RIGHT HAND)				
2.						
		(LEFT HAND)				
		(RIGHT HAND)				
3.						
		(LEFT HAND)				
		(RIGHT HAND)				
4.						
		(LEFT HAND)				
		(RIGHT HAND)				

**SITE PLAN OF R.S. DAG NO. 1075(P) OF MOUZA AGARPARA, J.L. NO.11, P.S. KHARDAH, DISTRICT NORTH 24-PARGANAS**

AREA OF LAND : R.S. DAG NO. 1075 (P) = 9 Dcml.  
Scale 1:200

Name of Seller - R.K.Millen & Co (India) Pvt. Ltd.

Name of Purchaser - Prashant Commodities Pvt. Ltd.



R.K. MILLEN & CO. (INDIA) PVT. LTD.

*Udayan Chakraborty*  
Authorized Signatory & Director

Road, Kolkata-700001, P.S. Burrabazar having **PAN: AABCR9635G** duly represented by its director **Mr. Udayan Chakraborty**, son of late Ramani Ranjan Chakraborty, hereinafter called as the **VENDOR** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **ONE PART**

**-AND-**

**PRASHANT COMMODITIES PVT. LTD.** a company incorporated under the Companies Act, 1956 having its registered office at 2B, Grant Lane, 2<sup>nd</sup> floor, Room No.201, P.S. Bowbazar, Kolkata-700012, **PAN: AAACP5717C** duly represented by its director **Sri Pradeep Kumar Hirawat**, working for gain at 2B, Grant Lane, 2<sup>nd</sup> floor, Room No.201, P.S. Bowbazar, Kolkata-700012, hereinafter referred to as the **PURCHASER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **OTHER PART** ;

WHEREAS by a Deed of Conveyance dated 19<sup>th</sup> June, 1959 registered at the office of the then Calcutta Registry Office recorded in Book No.I, Volume No.81, pages: 71/78 being No.2734 for the year 1959 made between Nissim Benjamin Elias and Jacob Ruben Jacob, therein described as the Vendors being the executors of the estate of Jacob Benjamin Elias (since deceased) and Mrs. Jamuna Devi Bagri wife of Mr. Banamalidas Bagri of 24B, Nimtala



Ghat Street, Kolkata-700006, therein described as the Purchaser the said Nissim Benjamin Elias and Jacob Ruben Jacob sold, transferred and conveyed unto and in favour of Mrs. Jamuna Devi Bagri **2.69** acre (**269 decimal**) of land lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Barrackpore, District Registration Office: Alipore, P.S. Khardaha, District: North 24-Parganas being **ALL THOSE** pieces and parcels of Rayati Mukarari Moursashi land measuring about 0.89 acres comprised in R.S. Dag No.1079 and 1.04 acres comprised in R.S. Dag No.1081 and 0.19 acres comprised in R.S. Dag No.1082 and 0.06 acres comprised in R.S. Dag No.1086 and 0.04 acres comprised in R.S. Dag No.1087 and 0.01 acres comprised in R.S. Dag No.1088 and 0.01 acres comprised in R.S. Dag No.1089 totaling to 2.24 acres (224 decimal) more or less under Khatian No.15, Sub-Khatian No.70 and **ALL THAT** piece and parcel of danga land measuring about 0.07 acres (7 decimal) more or less comprised in Dag No.1063 under Khatian No.2, Sub-Khatian No.404, R.S. Khatian No.1393 and **ALL THAT** piece and parcel of Homestead land measuring about 19 cottah 12 chittack 9 sq.ft. (32.65 decimal) (which has been described as .38 acre in Records of Rights) 0.06 acres more or less comprised in Dag No.1074, Khatian No.119, Sub-Khatian No.120 & under Khatian No.121 and **0.32 acres** more or less comprised in Dag No.1075, Khatian No.119, Sub-Khatian No.120 & under Khatian No.122 ;

AND WHEREAS thus the said Mrs. Jamuna Devi Bagri wife of Banamalidas Bagri of 24B, Nimtala Ghat Street, Kolkata-700006 became absolute Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession **2.69 acre (269 decimal)** of land lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Barrackpore, District Registration Office: Alipore, P.S. Khardaha, District: North 24-Parganas being **ALL THOSE** pieces and parcels of Rayati Mukarari Moursashi land measuring about 0.89 acres (89 decimal) comprised in R.S. Dag No.1079 and 1.04 acres (104 decimal) comprised in R.S. Dag No.1081 and 0.19 acres (19 decimal) comprised in R.S. Dag No.1082 and 0.06 acres (6 decimal) comprised in R.S. Dag No.1086 and 0.04 acres (4 decimal) comprised in R.S. Dag No.1087 and 0.01 acres (1 decimal) comprised in R.S. Dag No.1088 and 0.01 acres (1 decimal) comprised in R.S. Dag No.1089 totaling to 2.24 acres (224 decimal) more or less under Khatian No.15, Sub-Khatian No.70 and **ALL THAT** piece and parcel of danga land measuring about 0.07 acres (7 decimal) more or less comprised in Dag No.1063 under Khatian No.2, Sub-Khatian No.404, R.S. Khatian No.1393 and **ALL THAT** piece and parcel of Homestead land measuring about 19 cottah 12 chittack 9 sq.ft. (32.65 decimal) (which has been described as .38 acre in Records of Rights) 0.06 acres (6 decimal) more or less comprised in Dag No.1074, Khatian No.119, Sub-Khatian No.120 & under Khatian No.121 and 0.27 acres (27 decimal) more or less comprised in Dag No.1075, Khatian No.119,



Sub-Khatian No.120 & under Khatian No.122, hereinafter collectively referred to as the said property ;

AND WHEREAS by a Deed of Lease dated 15<sup>th</sup> November, 1962 registered at the office of Registrar of Assurances Calcutta recorded in Book No.I, Volume No.149, Pages: 228-234, being No.6194 for the year 1962 made between Mrs. Jamuna Devi Bagri, therein described as the Lessor and Bagri Steel Industries Private Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.138 Biplabi Rash Behari Basu Road, Calcutta, therein described as the Lessee the said Mrs. Jamuna Devi Bagri, let out the said property in favour of Bagri Steel Industries Private Limited for a period of 21 years ;

AND WHEREAS after expiry of the term of lease the said Bagri Steel Industries Private Limited was occupying the said property under Mrs. Jamuna Devi Bagri as monthly Tenant ;

AND WHEREAS the said Bagri Steel Industries Private Limited inducted L.S.B. Forging Private Ltd., a Company within the meaning of the Companies Act, 1956 having its registered office at Tetultala, Agarpara, B.T. Road, Calcutta-700058 as a Sub-Tenant of the said property ;

AND WHEREAS the said Bagri Steel industries Private Ltd. took a loan from American Express Bank Ltd. and Mrs. Jamuna Devi Bagri stood as a Guarantor for the said loan ;

AND WHEREAS in order to secure the said loan the said property was mortgaged with American Express Bank Ltd. by way of creating equitable mortgage , hereinafter referred to as the said mortgage ;

AND WHEREAS the said Bagri Steel Industries Private Ltd. could not pay the outstanding dues to the Bank and as such the Bank filed a Suit being Suit No.498 of 1985 (American Express Industrial Banking Corporation now known as American Express Bank Ltd. -Vs- Bagri Steel Industries Private Ltd.) in the Hon'ble High Court at Calcutta as well as a Title Suit being T.S. No.269 of 1987 in the Learned Sub-Judge at Barasat for enforcement of the said Mortgage ;

AND WHEREAS the said Mrs. Jamuna Devi Bagri and the Bagri Steel Industries Private Ltd. approached American Express Bank Ltd. for amicable settlement and after negotiation the matter was settled by filing a Terms of Settlement in the Hon'ble High Court at Calcutta in Suit No.498 of 1985 ;



AND WHEREAS Mr. Ashoke Kumar Mitra alias Ashoke Mitra was appointed Receiver in suit No.498 of 1985 by the Hon'ble High Court at Calcutta ;

AND WHEREAS the Hon'ble High Court at Calcutta was pleased to pass a Decree dated 17<sup>th</sup> October 1987 in Suit No.498 of 1985 in terms of the said Terms of Settlement filed by the parties and was also pleased to direct the Receiver, to sell the said property on "As Is Where Is Basis" subject to the Tenancy of Bagri Steel industries Private Ltd. and Sub-Tenancy of L.S.B. Forging Pvt. Ltd. to R.K. Millen & Co. (India) Private Limited being the Vendor herein, hereinafter referred to as the said decree ;

AND WHEREAS in terms of the said decree the Bank's claim was fully satisfied and the said property was made free from mortgage ;

AND WHEREAS by a Deed of Conveyance dated 23<sup>rd</sup> December, 1987 registered at the office of Registrar of Assurances Calcutta recorded in Book No.I, Volume No.314, Pages: 176 to 194 being No.12897 for the year 1987 made between Ashoke Kumar Mitra alias Ashoke Mitra, Receiver appointed by the Hon'ble High Court at Calcutta in Suit No.498 of 1985 therein described as the Vendor and Mrs. Jamuna Devi Bagri, therein described as the Confirming Party and R.K. Millen & Co. (India) Private Limited,

therein described as the Purchaser, the said Ashoke Kumar Mitra alias Ashoke Mitra in pursuance of the said decree, sold, transferred and conveyed unto and in favour of R.K. Millen & Co. (India) Private Limited **2.69 acre (2.69 decimal)** more or less lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Barrackpore, District Registration Office: Alipore, P.S. Khardaha, District: North 24-Parganas being **ALL THOSE** pieces and parcels of Rayati Mukarari Moursashi land measuring about 0.89 acres (89 decimal) comprised in R.S. Dag No.1079 and 1.04 acres (104 decimal) comprised in R.S. Dag No.1081 and 0.19 acres (19 decimal) comprised in R.S. Dag No.1082 and 0.06 acres (6 decimal) comprised in R.S. Dag No.1086 and 0.04 acres (4 decimal) comprised in R.S. Dag No.1087 and 0.01 acres (1 decimal) comprised in R.S. Dag No.1088 and 0.01 acres (1 decimal) comprised in R.S. Dag No.1089 totaling to 2.24 acres (224 decimal) more or less under Khatian No.15, Sub-Khatian No.70 and **ALL THAT** piece and parcel of danga land measuring about 0.07 acres (7 decimal) more or less comprised in Dag No.1063 under Khatian No.2, Sub-Khatian No.404, R.S. Khatian No.1393 and **ALL THAT** piece and parcel of Homestead land measuring about 19 cottah 12 chittack 9 sq.ft. (32.65 decimal) (which has been described as .38 acre in Records of Rights) 0.06 acres (6 decimal) more or less comprised in Dag No.1074, Khatian No.119, Sub-Khatian No.120 & under Khatian No.121 and **0.32 acres (32 decimal)** more or less comprised in Dag No.1075, Khatian No.119, Sub-Khatian No.120 & under Khatian

*Maya Chak*



No.122, as morefully and particularly described in the **FIRST SCHEDULE** hereunder written ;

AND WHEREAS Bagri Steel industries Private Ltd. and L.S.B. Forgings (P) Ltd. duly surrendered their tenancy to R.K. Millen & Co. (India) Private Limited ;

AND WHEREAS by a Deed of Declaration/Rectification dated 29<sup>th</sup> January, 2002 registered on 30<sup>th</sup> January, 2002 at the office of Additional Registrar of Assurances-I, Calcutta being No.00373 for the year 2002 made by R.K. Millen & Co. (India) Private Limited, the Vendor herein, therein described as the Purchaser/Declarant, the mistakes crept in the Plan attached with the Deed of Conveyance dated 23<sup>rd</sup> December, 1987 in respect of Dag Nos.1063 & 1079 was rectified ;

AND WHEREAS thus the said R.K. Millen & Co. (India) Private Limited has become absolute Owner **2.69 acre (269 decimal)** more or less lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Barrackpore, District Registration Office: Alipore, P.S. Khardaha, District: North 24-Parganas being **ALL THOSE** pieces and parcels of Rayati Mukarari Moursashi land measuring about 0.89 acres (89 decimal) comprised in R.S. Dag No.1079 and 1.04 acres (104 decimal) comprised in R.S. Dag No.1081 and 0.19 acres (19 decimal) comprised in R.S. Dag No.1082 and 0.06 acres (6 decimal) comprised

in R.S. Dag No.1086 and 0.04 acres (4 decimal) comprised in R.S. Dag No.1087 and 0.01 acres (1 decimal) comprised in R.S. Dag No.1088 and 0.01 acres (1 decimal) comprised in R.S. Dag No.1089 totaling to 2.24 acres (224 decimal) more or less under Khatian No.15, Sub-Khatian No.70 and **ALL THAT** piece and parcel of danga land measuring about 0.07 acres (7 decimal) more or less comprised in Dag No.1063 under Khatian No.2, Sub-Khatian No.404, R.S. Khatian No.1393 and **ALL THAT** piece and parcel of Homestead land measuring about 19 cottah 12 chittack 9 sq.ft. (32.65 decimal) (which has been described as .38 acre in Records of Rights) 0.06 acres (6 decimal) more or less comprised in Dag No.1074, Khatian No.119, Sub-Khatian No.120 & under Khatian No.121 and **0.32 acres (32 decimal)** more or less comprised in Dag No.1075, Khatian No.119, Sub-Khatian No.120 & under Khatian No.122, hereinafter collectively referred to as the said property ;

AND WHEREAS by a Deed of Conveyance dated 12<sup>th</sup> February, 2002 registered at the office of Additional Registrar of Assurances-II, Calcutta recorded in Book No.I, Volume No.3, Pages: 1-22 being No.05618 for the year 2002 made by R.K. Millen & Co. (India) Private Limited, the Vendor herein, sold, transferred and conveyed unto and in favour of Rajesh Kumar Agarwal, therein described as the Purchaser of **ALL THAT** piece and parcel of land measuring about 5 cottah 10 chittack 35 sq.ft. more or less the back portion and southern part of the property and part of R.S.Dag No.1079, Khatian No.15, Sub-Khatian No.70, Mouza: Agarpara,

J.L. No.11, R.S. No.31, Touzi No.156, P.S. Kharda, District: North 24-Parganas togetherwith structure standing thereon measuring built up area 2319 sq. ft. more or less standing on a part or portion thereof with boundary walls out of the said property lying and situate at being Holding No.71F, Ward No.6 of the Panihati Municipality on B.T. Road togetherwith all easement right of egress and ingress independently with separate entrance from Murari Mohan Mitra Road, over the said premises having independent access from Murari Mohan Mitra Road togetherwith the right to take sewerage, drain, electricity, water, gas telephone, connection etc. independently from Murari Mohan Mitra Road to the said premises , details whereof are incorporated in a chart in the **SECOND SCHEDULE** hereunder written ;

AND WHEREAS by a Deed of Conveyance dated 12<sup>th</sup> July, 2002 registered at the office of Additional Registrar of Assurances-II, Calcutta recorded in Book No.I, Volume No.1, Pages: 1-23 being No.00965 for the year 2003 made by R.K. Millen & Co. (India) Private Limited, the Vendor herein, sold, transferred and conveyed unto and in favour of Sushanta Kumar Ghosh, therein described as the Purchaser of **ALL THAT** piece and parcel of land measuring about 3 cottah 8 chittack 4 sq.ft. more or less the portion and southern part adjacent to the office building and being a part or portion of R.S. Dag No.1079, Khatian No.15, Sub-Khatian No.70, Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.158, P.S. Kharda, District: North 24-Parganas togetherwith structure measuring about



110 sq.ft. standing thereon lying and situate at being Holding No.71F, Ward No.6 of the Panihati Municipality on B.T. Road togetherwith separate entrance from Murari Mohan Mitra Road, over the said premises having independent access from Murari Mohan Mitra Road through a common passage to be used for egress and ingress either on foot or by car or by vehicles not more than 20 ft. at length and the said common passage should not be used for parking of car and/or any other purpose togetherwith the right to take sewerage, drain, electricity, water, gas telephone, connection etc. independently from Murari Mohan Mitra Road to the said premises, details whereof are incorporated in a chart in the **SECOND SCHEDULE** hereunder written ;

AND WHEREAS by a Deed of Conveyance dated 12<sup>th</sup> February, 2002 registered at the office of Additional Registrar of Assurances-II, Calcutta recorded in Book No.I, Volume No.3, Pages: 1-22 being No.05622 for the year 2002 made by R.K. Millen & Co. (India) Private Limited, the Vendor herein, sold, transferred and conveyed unto and in favour of Dwarka Prasad Agarwal, therein described as the Purchaser of **ALL THAT** piece and parcel of land measuring about 5 cottah 10 chittack 19 sq.ft. more or less the back portion and southern part of the property and part or portion of R.S. Dag No.1079, in Khatian No.15, Sub-Khatian No.70, Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.156, P.S. Kharda, District: North 24-Parganas togetherwith structure standing thereon measuring built up area 2285 sq. ft. more or less standing on a part

or portion thereof with boundary walls out of the property lying and situate at being Holding No.71F, Ward No.6 of the Panihati Municipality on B.T. Road having independent access from Murari Mohan Mitra Road togetherwith the right to take sewerage, drain, electricity, water, gas telephone, connection etc. independently from Murari Mohan Mitra Road to the said premises, details whereof are incorporated in a chart in the **SECOND SCHEDULE** hereunder written ;

AND WHEREAS by a Deed of Conveyance dated 12<sup>th</sup> July, 2002 registered at the office of Additional Registrar of Assurances-II, Calcutta recorded in Book No.I, Volume No.1, Pages: 1-23 being No.00966 for the year 2003 made by R.K. Millen & Co. (India) Private Limited, the Vendor herein, sold, transferred and conveyed unto and in favour of Shri Sukumar Dutta, therein described as the Purchaser of **ALL THAT** piece and parcel of land measuring about 5 cottah 7 chittack 41 sq.ft. more or less being the portion and southern part adjacent to the office building of the Vendor mentioned in the First Schedule therein and being a part or portion of R.S. Dag No.1079, Khatian No.15, Sub-Khatian No.70, Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.158, P.S. Kharda, District: North 24-Parganas togetherwith structure standing thereon measuring a built up area 2912 sq.ft. more or less standing on a part or portion thereon lying and situate at being Holding No.71F, Ward No.6 of the Panihati Municipality on B.T. Road togetherwith all easement right of egress and ingress independently with separate

entrance from Murari Mohan Mitra Road, over the said premises having independent access from Murari Mohan Mitra Road through a common passage which has been used for egress and ingress either on foot or by car or by vehicles not more than 20 ft. at length and the said common passage should not be used for parking of the car and/or any other purpose togetherwith the right to take sewerage, drain, electricity, water, gas telephone, connection etc. independently from Murari Mohan Mitra Road to the said premises, details whereof are incorporated in a chart in the **SECOND SCHEDULE** hereunder written ;

AND WHEREAS by a Deed of Conveyance dated 12<sup>th</sup> February, 2002 registered at the office of Additional Registrar of Assurances-II, Calcutta recorded in Book No.I, Volume No.3, Pages: 1 to 22 being No.05621 for the year 2002 made by R.K. Millen & Co. (India) Private Limited, the Vendor herein, sold, transferred and conveyed unto and in favour of Dayanand Agarwal, therein described as the Purchaser of **ALL THAT** piece and parcel of land measuring about 5 cottah 10 chittack 35 sq.ft. more or less being the back portion and southern part of the said property and being a part or portion of R.S. R.S. Dag No.1079 in Khatian No.15, Sub-Khatian No.70, Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.156, Police Station: Kharda, District: North 24-Parganas togetherwith structure standing thereon measuring a built up area 2307 sq.ft. more or less on a part or portion thereon with boundary walls out of the said property lying and situate at being Holding No.71F, within Ward



No.6 of the Panihati Municipality on B.T. Road, togetherwith all easement right of egress and ingress independently with separate entrance from Murari Mohan Mitra Road on and over the said premises having independent access from Murari Mohan Mitra Road togetherwith the right to take sewerage, drain, electricity, water, gas telephone connection etc. independently from Murari Mohan Mitra Road to the said premises, details whereof are incorporated in a chart in the **SECOND SCHEDULE** hereunder written ;

AND WHEREAS in the meantime a portion of the land under R.S. Dag No.1079 measuring an area of **6.05 decimal** more or less had been taken/used under common passage/road ;

AND WHEREAS by a certificate of mutation issued by the Block Land and Land Reforms Officer Barrackpore-II in appeal case no.13/2014 in M/324/13(Com) dated 18.03.2013 the name of R.K. Millen & Co. (India) Pvt. Ltd. was mutated and new Khatian No.1246 (modified) was granted in respect of Dag Nos.1079 (Bagan), 1081 (Bagan), 1082 (Doba), 1086 (Doba), 1087 (Danga), 1088 (Danga), 1089 (Debstan), 1074 (Vita), 1075 (Vita) ;

AND WHEREAS one of the occupiers of the said premises namely Pankaj Roy son of late Sunil Roy, residing at Tetuntala, Agarpara, P.S. Khardah, Panihati Municipality, District: 24-Parganas (North), Kolkata-700114 filed a title suit being No.13851 of 2014 before the Learned 1<sup>st</sup> Civil Judge (Senior Division)

at Barrackpore, against the Vendor herein, inter alia, praying for declaration that the plaintiff i.e. Pankaj Roy is a bonafide Tenant in respect of the one room on the ground floor alongwith bath and privy lying and situate at the said premises at a monthly rent of Rs.300/- (Rupees Three Hundred) only under the Vendor herein and/or other consequential relief or reliefs and the said suit is pending before the Learned 1<sup>st</sup> Civil Judge (Senior Division) at Barrackpore ;

AND WHEREAS the frontage area of the said premises is fully occupied by various unauthorized occupants and/or slum dwellers ;

AND WHEREAS thus the said R.K. Millen & Co. (India) Private Limited, the Vendor herein after selling/conveying the aforesaid plots of land is now seized and possessed of the balance land measuring an area of **2.14 acre (214 decimal)** more or less comprised of **ALL THOSE** pieces and parcels of land measuring about **39 decimal** comprised in R.S. Dag No.1079 and **104 decimal** comprised in R.S. Dag No.1081 and 19 decimal comprised in R.S. Dag No.1082 and 6 decimal comprised in R.S. Dag No.1086 and 4 decimal comprised in R.S. Dag No.1087 and 1 decimal comprised in R.S. Dag No.1088 and 1 decimal comprised in R.S. Dag No.1089 under Khatian No.15, Sub-Khatian No.70 and land measuring about 6 decimal more or less comprised in Dag No.1074, Khatian No.119, Sub-Khatian No.120 & under Khatian No.121 and **27 decimal** more or less comprised in Dag No.1075, Khatian No.119, Sub-Khatian

No.120 & under Khatian No.122 modified Khatian No.1246 and land measuring about 7 decimal more or less comprised in Dag No.1063 under Khatian No.2, Sub-Khatian No.404 R.S. Khatian No.1393 lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Barrackpore, District Registration Office: Alipore, P.S. Khardaha, District: North 24-Parganas, as morefully and particularly described in the **THIRD SCHEDULE** hereunder written, hereinafter referred to as the said premises ;

AND WHEREAS the Vendor has approached the Purchaser for sale of the **said property "AS IS WHERE IS BASIS"** ;

AND WHEREAS the Vendor is desirous of selling **ALL THAT** undivided piece and parcel land measuring about **9 decimal** out of and being part of R.S. Dag No.1075 measuring 27 decimal owned by the Vendor comprised in R.S. Dag No.1075, Khatian No.119, Sub-Khatian No.120 under Khatian No.122, Modified Khatian No. 1246 lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Sodepur, District Registration Office: Barasat, P.S. Khardaha, District: North 24-Parganas, as morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, hereinafter jointly called as the **said property** ;



AND WHEREAS the Vendor has approached the Purchaser for sale of the **said property** "AS IS WHERE IS BASIS" ;

AND WHEREAS the Purchaser has agreed to purchase and the Vendor has agreed to sell **ALL THAT** the **said property** at a total consideration of Rs.48,07,009/- (Rupees Forty-Eight Lac Seven Thousand and Nine) only "AS IS WHERE IS BASIS" on the terms and conditions stated hereunder ;

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

That in pursuance of the said agreement and in consideration of the said sum of Rs.48,07,009/- (Rupees Forty-Eight Lac Seven Thousand and Nine) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Purchaser as also the **said property**) the Vendor doth hereby sell, grant, convey, transfer, assign and assure unto and in favour of the Purchaser **ALL THAT** undivided piece and parcel land measuring about **9 decimal** out of and being part of R.S. Dag No.1075 measuring 27 decimal owned by the Vendor comprised in R.S. Dag No.1075, Khatian No.119, Sub-Khatian No.120 under Khatian No.122, Modified Khatian No. 1246 lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Sodepur, District Registration Office: Barasat,

P.S. Khardaha, District: North 24-Parganas, as morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, hereinafter jointly called as the **said property** **TOGETHERWITH** all sewers, areas, drains, ditches, paths, passages, water, water courses and all manner of ancient and other rights, liberties easements, privileges, advantages, appendages appurtenances and profits whatsoever standing and being in or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part or member thereof or appertaining thereto and all the reversion and reversions, remainder or remainders and the rents, issue and profit thereof and every part thereof and all the estate right, title, interest, claim, use possession benefit claim and demand whatsoever both at law and equity or otherwise of the Vendor into upon or in respect of the **said property** and every part thereof **TOGETHERWITH** all deeds, pattahs, writings, muniments and other evidences of title whatsoever exclusively relating to the **said property** or any part thereof which now are or is or at any time or times hereafter shall or may in the possession, custody, power or control of the Vendor or its executors, administrators or legal representatives or in the custody of power or of any other person or persons from whom the Vendor can or may procure the same without any suit or action **TO HAVE AND TO HOLD** the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser or

its heirs, executors, administrators or legal representatives and assigns absolutely and forever **"AS IS WHERE IS BASIS"**.

**THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER** as follows :-

- a) That notwithstanding any act deed matter or thing whatsoever by the Vendor done, made or executed or knowingly suffered to the contrary the Vendor has good right, full power and absolute authority to grant, transfer, convey, sell, assure and assign the **said property "AS IS WHERE IS BASIS"** hereby sold, granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- b) That the Purchaser and its heirs, executors, administrators or legal representatives and assigns shall and may at all times hereafter peaceably and quietly hold possess and enjoy the **said property** and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully equitably claiming from under or in trust for the Vendor its successors-in-office and assigns.
- c) That the **said property** is **"AS IS WHERE IS BASIS"** freely, clearly and absolutely exonerated and forever released and



discharged otherwise by the Vendor and also well and sufficiently saved, defended kept, harmless and indemnified of from and against all former and other estate, title charge and encumbrances, mortgages, claims, demands, lispences, attachment, trust and liabilities whatsoever made executed occasioned or suffered by the Vendor or any other person or persons lawfully claiming or claimed by from under or in trust for the Vendor.

- d) That the Vendor and all persons and persons lawfully or equitably claiming any estate right, title or interest whatsoever in the **said property** or any part thereof from under or in trust for the Vendor or from or under any of its successors-in-office and assigns shall and will from time to time and at all times hereafter at the request and cost of the Purchaser doth or execute or cause to be done and executed all such acts, deed and things whatsoever for further better and more perfectly assuring the **said property** and every part thereof **"AS IS WHERE IS BASIS"** unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.
- e) That no part of the **said property** being conveyed under these presents is vested with Government or Semi-Government Authority and there is no Bargadar in respect of any part of the **said property** in any way and the Vendor has good right,

full power and absolute authority to sell the same in the manner aforesaid if it is found that the title of the Vendor is defective and proper title cannot be passed unto the Purchaser, then in such an event the Vendor doth hereby agree to indemnify and keep the Purchaser fully indemnified against all losses, damages, costs, charges, claims and demands occasioned or arising out of the **said land** hereby sold to the Purchaser.

- f) That the Vendor shall and will at all times hereafter at the request of the Purchaser produce all or any of the documents of title relating to the **said property** as the Purchaser may direct all the title deed documents and writing for evidencing of title in respect of the **said property** and also furnish to the Purchaser copies of or extracts from the said title deeds documents and writings and shall and will in the meanwhile keep the same safe un-obliterated and un-cancelled.
- g) That the Vendor doth hereby undertake to pay all outstanding District Board or Panchayat rates and taxes, Government revenue and all other imposition whatsoever due and payable by the Vendor or any of its successors-in-office and assigns in respect of the **said property** up to the date of these presents and further agrees to keep the Purchaser fully indemnified in respect of all costs, charges and expenses arising in respect thereof.

- h) The Vendor has handed over vacant and khas possession of the **said property** to the Purchaser and the Purchaser shall mutate its name in respect of the **said property**.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

( Land owned by R.K. Millen & Co. (India) Pvt. Ltd.)

R.S. Dag No.	Nature of land	Khatian	Sub-Khatian No.	Under Khatian No.	Area in decimal
1079	Bagan	15	70	-	89
1081	Bagan	15	70	-	104
1082	Doba	15	70	-	19
1086	Doba	15	70	-	6
1087	Danga	15	70	-	4
1088	Danga	15	70	-	1
1089	Debasthan	15	70	-	1
1063	Danga	2, 1393	404	-	7
1074	Homestead	119	120	121	6
1075	Homestead	119	120	122	32
		<b>Total :</b>			<b>269</b>

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

( Land sold by R.K. Millen & Co. (India) Pvt. Ltd.)

SL NO	DEED NO	DAG NO	SOLD AREA(COTH.)	SOLD AREA(DEC)	SOLD TO
1	05618/02	1079	5 kh 10 chtk 35 sft	9.37	RAJESH KUMAR AGARWAL
2	05622/02	1079	5 kh 10 chtk 19 sft	9.34	DWARKA PRASAD AGARWAL
3	00966/03	1079	5 kh 07 chtk 41 sft	9.08	SUKUMAR DUTTA
4	00965/03	1079	3 kh 08 chtk 04 sft	5.79	SUSHANTO KUMAR GHOSH
5	05621/02	1079	5 kh 10 chtk 35 sft	9.37	DAYANAND AGARWAL
				<b>42.95</b>	

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

(Land owned and possessed by R.K. Millen &amp; Co. (India) Pvt. Ltd.)

R.S. Dag No.	Nature of land	Khatian	Sub-Khatian No.	Under Khatian No.	Modified Khatian No.	Area in decimal
1079	Bagan	15	70	-	1246	39
1081	Bagan	15	70	-	1246	104
1082	Doba	15	70	-	1246	19
1086	Doba	15	70	-	1246	6
1087	Danga	15	70	-	1246	4
1088	Danga	15	70	-	1246	1
1089	Debasthan	15	70	-	1246	1
1063	Danga	2, 1393	404	-	-	7
1074	Homestead	119	120	121	1246	6
1075	Homestead	119	120	122	1246	27
		<b>Total :</b>				<b>214</b>

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

(Area of land sold under this Deed)

**ALL THAT** undivided piece and parcel of land measuring about **9 decimal** out of and being part of R.S. Dag No.1075 measuring 27 decimal owned by the Vendor comprised in R.S. Dag No.1075, Khatian No.119, Sub-Khatian No.120 under Khatian No.122, Modified Khatian No.1246 lying and situate at Mouza: Agarpara, J.L. No.11, R.S. No.31, Touzi No.155, Sub-Registration Office: Sodepur, District Registration Office: Barasat, P.S. Khardaha, District: North 24-Parganas-

R.S. Dag No.	Khatian	Sub-Khatian No.	Under Khatian No.	Nature of land	Modified Khatian no.	Area in decimal
1075	119	120	122	vita	1246	9
	<b>Total :</b>					<b>9</b>



as shown in the MAP or PLAN annexed hereto and bordered with RED COLOUR thereon and butted and bounded as follows:-

**R.S. Dag No. 1075 :**

ON THE NORTH	Part of R.S. Dag No.1075 & R.S. Dag No.1074 ;
ON THE SOUTH	Part of R.S. Dag No.1078 ;
ON THE EAST	Part of R.S. Dag Nos.1074 & 1075 ;
ON THE WEST	Part of R.S. Dag No.1079 ;

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **VENDOR** at Kolkata

R. K. MILLEN & CO. (INDIA) PVT. LTD.  
  
 Authorised Signature / Director

**Witnesses :**

1. S. Chakraborty  
510 J.P. Park  
KOL-68
2. B. Bhattacharya  
5 S.M.V. Road  
KOL-36

Drafted by :

D. Manna

Advocate, High Court, Calcutta.

as per memo below :

## MEMO OF CONSIDERATION

Wayan Cwaty

**Witnesses :**

S. Chakraborty  
B. Bhattacharya

R. K. MILLEN & CO. (INDIA) PVT. LTD.

Authorised Signature / Director

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 14  
Page from 8191 to 8225  
being No 05497 for the year 2014.



*Biswarup Goswami*

(Biswarup Goswami) 02-December-2014  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. SODEPUR  
West Bengal