8460/2022

378/22

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1,000

Rs.1000

पश्चिमवंग [illegible]

27/03/22 11:00 a.m.

2/677837/2022

M.V - 2,95,00,000/-

[illegible]

[illegible]

this [illegible] or sa[illegible]

[illegible] of March [illegible]

SUPER FORGINGS AND STEELS LIMITED (PAN: AAECS0764Q), incorporated under The Companies Act, 2013, having its registered office at 6, Lyons Range, Post Office GPO, Police Station Hare street, Kolkata-700001, being represented by its Director, **MR. BAIJ NATH MODI (B.N.MODI)** (PAN: AEJPM2606R)(Aadhar No 512821891063) son of Late Mahabir Prasad Modi, hereinafter referred to as the **"OWNER/VENDOR"** in pursuance of a resolution of the Board of Directors passed on the 13.02.2021 hereto being duly authorized(which term or expression shall unless excluded by or repugnant to the context or meaning shall include its successors-in-interest, administrators and/or assigns) of **FIRST PART**.

AND

FRONTIER WAREHOUSING LIMITED (formerly Frontier Warehousing Private Limited) (PAN: AAACL5835B), a Company within the meaning of the provisions of the Companies Act, 2013, having its registered office at "East India House" 3rd. Floor, Suit No. 3F, 20B, Abdul Hamid Street, P.S. Hare Street, Kolkata-700069 represented by one of its Director **SRI GAUTAM AGARWALLA** (PAN: ACYPA8906F) (Aadhaar No. 8421 5940 0860), son of Late RadheyShyam Agarwalla, by faith Hindu, by occupation Business, residing at 47 C, Shakespeare Sarani, Kolkata-700017, West Bengal, hereinafter referred to and called as the **PURCHASER** in pursuance of a resolution of the Board of Directors passed on 17.12.2021 hereto being duly authorized (which term or expression shall unless excluded by or repugnant to the context or meaning shall include its successors-in-office, administrators and/or assigns) of the **SECOND PART.**

Contd....

WHEREAS:

By several Deeds of Conveyance bearing Deed No.1121 and 1122 both for the year 1972, registered before the office of Registrar of Assurances, Calcutta, AND Deed No.839 and 840 both for the year 1972 registered before the office of Registrar of Alipore, 24-Pargnas, AND Deeds No.1497, 1501, 1505, 1506, 1509, 1511, 1513, 1789, 1790, 1791, 1802, 1803, 1804, 2087, 2170, 2171, 2175, 2176, 2612, 2613, 3092, 3091 and 3102 all for the year 1972 all registered before the office of Sub Registrar, Jangi, Hooghly, one Andhra Steel Corporation Limited, (CIN-U28991 WB 1958 PLC 023969) a Company incorporated under the provisions of the then Companies Act, 1956, having its registered office at No.2, Brabourne Road, Calcutta-700001 (hereinafter referred to as the 'Said Company') duly purchased from time to time and acquired several plots of land measuring an area of about 21.00 Acres situate at Mouza- Mrigala, Block- Chanditola-II, J.L.No.102, Dankuni, under Police Station Dankuni within the limits of the then Gram Panchayet now under Dankuni Municipal Ward No. 13 in the District of Hooghly in the State of West Bengal.

AND WHEREAS The said Andhra Steel Corporation Limited since being absolutely seized and possessed of or otherwise well and sufficiently entitled to All Those plots of land measuring about an area of 21.00 Acres pertaining to MouzaMrigala, J.L.No.102, Block- Chanditola-II, under Police Station-Dankuni within the limits of the then Gram Panchayet now under Dankuni Municipal Ward No. 13 in the District of Hooghly in the State of West Bengal; All Those plots of land (hereinafter referred to as the "factory land") mentioned hereinabove situate and lying at Dankuni in the District of Hooghly, West Bengal, the said Andhra Steel Corporation Limited thereafter constructed various structures, buildings and sheds together with boundary walls bounding

Contd....

the four corners of said entire purchased plots of land and established a factory, free from all encumbrances, to carry on business thereat.

AND WHEREAS the said Andhra Steel Corporation Limited, for the purpose of its business enjoyed diverse credit facilities from Bank of India, a body corporate, constituted under the Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 having its Head Office at Express Tower, Nariman Point, Bombay-21, inter alia, one of its branch at 23A, B, NetajeeSubhas Road, Calcutta-700001 and thereby hypothecated movable assets, goods and products of the said Andhra Steel Corporation Limited in favour of the said Bank of India;.

AND WHEREAS again the said Andhra Steel Corporation Limited further mortgaged All Those factory land of the said company unto and in favour of Dena Bank a body corporate, constituted under the Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 having its Head Office at Express Tower, Nariman Circle, Fort, Bombay inter alia, one of its branch at 41C, Rash BehariAavenue, Calcutta, depositing the title deeds for enjoying diverse credit facilities;

AND WHEREAS the said Andhra Steel Corporation Limited defaulted in repayment of the principal amount of loan together with interest thereof to the Bank of India and Dena Bank And as a result whereof, the said Bank of India and said Dena Bank, therein collectively referred to as the Plaintiffs, instituted a suit before the Hon'ble High Court, Calcutta being Suit No. 295 of 1977 against the said Andhra Steel Corporation Limited and others therein collectively referred to as the Defendants, for a decree for recovery of its dues for a sum of Rs. 4,43,41,209.59 (Rupees Four Crores Forty Three Lac Forty one thousand Two hundred and Nine and Paise Fifty Nine only) for interim and

Contd....

further interest at agreed rates, for a declaration that the goods mentioned in the Agreements of Hypothecation dated 05.07.1973 and 27.12.1976 and 23.08.1972 stand hypothecated and charged in favour of the Plaintiffs for repayments of the Plaintiff's' dues, for appointment of Receiver over the goods hypothecated and said receiver(s) be directed to sell the said goods and handed over the sale proceeds thereof to the Plaintiff's dues; for injunction; for costs for further or other consequential reliefs.

AND WHEREAS a second Suit for suit for recovery of Rs. 44,19,994.79 was also filed by the Dena Bank, the Plaintiff against the said Andhra Steel Corporation Limited and Others, collectively, the Defendants and in the said suit M/s. Grand Steel & Alloys Limited was one of the defendant (prior to its liquidation), inter alia, praying for recovery of its dues and for a decree under order 34 of the Code of Civil Procedure 1908 in Form 5 or 5A of Appendix D' therein in respect of the properties as per Annexure 'A' for decree for sale of the said properties, for appointment of Receiver, an injunction of costs and other consequential reliefs and the said suit was duly transferred to the Hon'ble High Court, Calcutta and renumbered as Extra Ordinary Suit No.1 of 1980;

AND WHEREAS The Hon'ble High Court at Calcutta, both the said suits treating as appeared on the day's list for final disposal, being Suit No. 295 of 1977 and E.O. Suit No.1 of 1980, were duly heard and on 21st August, 1981 by the consent of the parties of both side the said two consolidated suits thereby disposed under such terms more fully described under "Terms of Settlement" in the Schedule therein and passed a decree in favour of Bank of India against the Andhra Steel Corporation Ltd for a sum of Rs. 505.70 Lac (Decretal dues) which includes interest calculated up to December, 1978 together with further interest as provided in full and final settlement of all claims by the Bank of

Contd.....

India against the Andhra Steel Corporation Ltd. under all accounts and facilities whether the subject matter of Suit No. 295 of 1977 or not;

AND WHEREAS by a compromise Decree dated 21.08.1981 passed by the Hon'ble Calcutta High Court, in the above referred suit and in terms of clause No. 3, the immovable properties and the movable plant and machinery at Dankuni (hereinafter referred to as the Dankuni Plant') of the Andhra Steel Corporation Ltd thereby sold and conveyed to the said Grand Steel and Alloys Ltd. together with industrial and the benefits thereof for at a consideration mentioned therein discharging all encumbrances created by the Andhra Steel Corporation Ltd in favour of Bank of India and Dena Bank.

AND WHEREAS by the said compromise Decree dated 21.08.1981 which being registered in Book No.1, Volume No. 353, pages from 114 to 135, Being No. 10493 for the year 1982 dated 6.12.1982 at the office of the Additional Registrar of Assurances, Kolkata, the said Grand Steel and Alloys Ltd absolutely seized and possessed of or otherwise well and sufficiently entitle to All Those plots of land together with various plant and machinery within the said plot of land.

AND WHEREAS by the said Decree and in terms of clause No. 4, All That various plots of land in the said Dankuni Plant thereby charged and mortgage by way of First and paramount charge by the said Grand Steel and Alloys Ltd. in favour of Bank of India for repayment of all dues in respect of term loan and interest payable thereof granted by the said Bank of India to the said Grand Steel and Alloys Ltd. on the date thereof under the usual terms and conditions.

AND WHEREAS on or about 4th June,1991, in winding-up Petition being the Company Petition No. 486 of 1987 the Hon'ble High Court was pleased to pass a winding up order against Grand Steel & Alloys Ltd. hereinafter referred to as

Contd.....

the said company(In Liquidation), and the official Liquidator High Court Calcutta became the Liquidator thereof. Though the said winding up order was stayed by several subsequent orders of the Hon'ble High Court, Calcutta but ultimately by the Orders of the Hon'ble High Court at Calcutta dated 12.02.1992 and 25.09.1992 the said winding up order survived and the Official Liquidator, High Court, Calcutta being the Liquidator of the company (In Liquidation) took possession of all the assets and properties of the 'Said Company (In liquidation).

AND WHEREAS the said Official Liquidator, in terms of the direction of the Hon'ble High Court, published a sale notice for sale of Assets and properties in the following reasonably mentioned terms and condition thereon prior valuation of assets and properties of the Said Company (In liquidation);

AND WHEREAS in terms of such sale notice published by the Official Liquidator High Court for sale of assets and properties of the said Company (In Liquidation), on or about 17th September, 1993, an open auction was held before the Hon'ble High Court at Calcutta in which Their Lordship Mr. Justice Ajoy Nath Ray were pleased to confirm such sale of all the assets and properties of the said Company (In Liquidation) in favour of "SUPER FORGINGS & STEELS LIMITED" (the vendor herein) for or at a consideration of Rs.2,21,21,111/- (Rupees two Crores twenty one Lac twenty one thousand one hundred eleven only);

AND WHEREAS in terms of the said Order dated 17th September, 1993, said Super Forgings & Steels Limited (the vendor herein) duly paid the entire consideration of such sale in terms of said auction held and took possession of all the assets and properties of the said Company (In Liquidation) from the Official Liquidator of the said company;

Contd.....

AND WHEREAS on being aggrieved by and dissatisfied with the said order dated 17th September,1993, one of the secured creditors of the said Company (In Liquidation), Bank of India preferred an appeal before the Hon'ble High Court, Calcutta being Appeal No.786 of 1993.

[illegible] by a Judgment dated 19th May, 1994, their Lordship, Mr. Justice Umesh Chandra Banerjee and Justice Nirmalya Mohan Mitra were pleased to set aside the said order dated 17th September, 1993 thereupon directed the Official Liquidator to re-sell the assets and properties of the said Company (In Liquidation) by publishing fresh sale Notice on all-India basis [illegible] the said purchaser Super Forgings & Steels Limited (the Vendor herein) from the assets and properties of the said Company (In Liquidation).

[illegible] in terms of publication of said fresh Sale Notice on all India basis [illegible] of sale of moveable and immoveable assets and properties of the said Company was taken place on 19th July, 1994 before the Hon'ble Mr. Justice Umesh Chandra Banerjee and the Hon'ble Mr. Justice S. N. Mallick and their Lordships were pleased to confirm the sale of all the moveable and immoveable assets and properties of the said Company (In Liquidation), in favour of Super Forgings & Steels Limited (the Vendor herein) for or at Rs.[illegible] (Rupees three Crores twenty five Lac).

[illegible] by a subsequent Order dated 20th July, 1994 in the said Appeal No.786 of 1993, the Hon'ble Mr. Justice Umesh Chandra Banerjee and the Hon'ble Mr. Justice S. N. Mallick were pleased to record that the sale of the said moveable and immoveable assets of the said Grand Steel and Alloys Ltd. (In Liquidation) is free from all encumbrances whatsoever and the purchaser shall not be liable for any past liability of the said Grand Steel and Alloys Ltd.

Contd....

(In Liquidation) at any nature whatsoever and all the charges claim and liens will be shifted to sale proceeds and were further pleased to direct the Official Liquidator to ascertain the value of the movable and immovable properties of the said Company (In Liquidation).

AND WHEREAS their Lordships were further pleased to direct that the purchaser would be entitled to registration of the Conveyance and/or Conveyances in his name and the Registrar of Assurance, Calcutta was directed to register the conveyance and/or conveyances without production of any [illegible] permission under Section 230(A) to 269 of the Income Tax, 1961 and from the competent Authority under the Urban Land Ceiling Act, 1976 or any other permission required under any other provisions of Law;

AND WHEREAS in the mean time Bank of India further preferred a Special Leave Petition before the Hon'ble Supreme Court of India against the said order dated 2nd July, 1996 and it was dismissed by the Hon'ble Supreme Court of India.

AND WHEREAS certain discrepancy cropped up with regard to actual measurement of the land within the boundary wall of the said company (In Liquidation) described in the said registered Deed dated 31.08.1981 duly registered with the valuation report submitted by the Learned Valuer, S. N. M. Consultants Private Limited, appointed by the Hon'ble High Court Calcutta for valuation of the movable and immovable properties;

AND WHEREAS then on about 3rd May, 1996 a joint meeting was held amongst the representative of the Official Liquidator and Mr. S.K. Agarwal, Advocate representative of M/S Choudhary & Co. Advocates and Advocate-on Record of the Oriental Forgings & Steels Limited (the Vendor herein) and others and it was resolved and decided to appoint Mr. Parthasarathi Chatterjee,

Contd....

(Licentiate in Civil Engineer) plan Maker and Surveyor, to have an actual measurement of the land within the boundary wall of the said company (In Liquidation) and to submit a report thereof to the official Liquidator by 6th May, 1996;

AND WHEREAS Pursuant to the said minutes of the meeting dated 3rd May, 1996 the said Sri PartheePratim Chatterjee, Plan Maker & Surveyor by his covering letter dated 6th May, 1996 submitted his report to the Advocate-on-Record of the Official Liquidator;

AND WHEREAS in terms of the said report dated 6th May, 1996 submitted by the said PartheePratim Chatterjee, Plan Maker and Surveyor, the actual measurement of the land within the boundary wall of the said Company (in Liquidation) came to 9,07,200 sq. ft. or 2100 satak or 21 acres, equivalent to 63 (sixty three) Bighas more or less together with building, sheds and structures standing thereon at Rs. 1,90,00,000/- (Rs. One Crore Ninety Lac) Only, pertaining to Mouza- Mrigala, P.S. Chandannagar, J.L. No 102, under various Dag Nos. in the District of Hooghly more fully described therein;

AND WHEREAS in terms of the said order dated 17th September, 1993 of the Hon'ble High Court Calcutta the said Super Forgings & Steels Limited (the Vendor herein) already paid a sum of Rs.2,21,21,111/- only and the balance amount of Rs.1,03,78,889/- only has duly been paid aggregating to Rs.3,25,00,000/- (Rs. Three Crores Twenty five Lac) Only as terms of the Hon'ble Appellate Court's order dated 26th July, 1994 and subsequent order dated 6th February, 1996;

AND WHEREAS by a Deed of Conveyance dated 15th May, 1996, Grand Steel & Alloys Limited (in Liquidation) represented by the Official Liquidator, High Court, Calcutta, having its office at 9, Old Post Office Street, Calkata-

Contd.....

700001 therein referred to as the Vendor of the One Part sold, transferred, conveyed and assigned ALL THAT piece and parcel of land measuring about an area of 9,07,200 square feet i.e. 2100 satak or 21 acres equivalent to 63 Bighas, be the same a little more or less, portion of R.S. Dag Nos.1545, 1581, 2049, 1597, 2065, 2048/3054, 2047/3353, 2031, 1582, 2053, 2054, 2119/3592, 3590, 3591, 1549, 1545, 1546, 2033, 1547, 1546, 2054, 2052, 2029, 2053/3452, 1548, 2029/3426, 2054/3428, 1548, 1576/1577, 1575, 2047, 2048, 2050, 2032, 2049, 2037, 2060, 2032, 2063 & 1030 under various R.S. Khatians pertaining to Mouza-Mrigala, J.L. No. 102 under Police Station Chanditala in the District of Hooghly under Dankuni Municipal Ward No.13, together with building/structure/factory sheds standing thereon and bounded by walls unto and in favour of Super Forgings & Steels Limited therein referred to as the Purchaser of the Other Part absolutely and forever free from all encumbrances whatsoever and registered in Book No. 1, Volume No. 45, pages 64 to 146, Being No. 2000 for the year 1996 at the office of Additional Registrar of Assurances-II, Kolkata more fully mentioned therein;

AND WHEREAS after such purchase the said Super Forgings and Steels Ltd., being the vendee herein now absolutely seized and possessed of or otherwise well and sufficiently entitled to All These pieces of land measuring about an area of 9,07,200 square feet i.e. 2100 satak or 21.00 Acres equivalent to 63.00 Bighas, be the same a little more or less pertaining to Mouza-Mrigala, J.L. No. 102 under Police Station Chanditala in the District of Hooghly under Dankuni Municipal Ward No.13, together with building/structure/factory sheds standing thereon and bounded by walls free from all encumbrances whatsoever;

AND WHEREAS the said Super Forgings & Steels Limited, factually, upon further ascertainment the aggregate area of land comes to 21.16 acres free from

Contd....

all encumbrances and under the physical possession of the Vendor, bounded by fair compass.

AND WHEREAS the Vendor herein applied for recording of its name in the present L.R. operation and the B.L. & L.R.O. Chanditola-II, who has inspected, examined and investigated the deeds and documents filed by the said Super Forgings & Steels Limited and before effect and action has also inspection the concerned land being possessed by the applicant viz. Super Forgings & Steels Limited and thereafter the B.L. & L.R.O. Chanditola-II has found the property possessed by said Super Forgings & Steels Limited comes under Hal/L.R. Dag Nos. 2330, 2331, 2332, 2333, 2334, 2532, 2534, 2328, 2329, 2331, 2535, 2697, and belonged as separate and independent Hal/L.R. Khatian No.11282 P.S. Chanditola, District Chandditola-II, L.R. Khatian No. 11282 in the District of Howrah and in the manner aforesaid the vendor seized and possessed of and well and sufficiently entitled to ALL THAT piece and parcel of the property in the manner aforementioned above.

AND WHEREAS the Vendor herein represented to the Purchasers that (a) the Vendor is the absolute owner of the said property free from all encumbrances, (b) the Vendor has not entered into any agreement or agreement for sale or created any mortgage or encumbered with anybody in respect of the said property (c) the said property is free from all encumbrances, charges, liens, suits, litigations, attachments, trust whatsoever (d) the said property is not affected by any attachment including attachment under any Certificate Case or any proceeding initiated at the instance of the Income Tax and Wealth Tax Authorities or Government Authorities under the Public Demand Recovery Act or otherwise whatsoever, (e) The said property is not affected by any attachment of Income Tax Department or government authorities under the Public Demand Recovery Act or otherwise whatsoever, (f) the said property is

Contd....

not affected by any notice or scheme of the concerned municipality or any other authority, Metropolitan Development Authority or the Government or any other public body or bodies, (g) neither requisition nor declaration has ever been made or published for the acquisition of the said property or any part thereof under the Land Acquisition Act for the time being in force for the acquisition of the said property, (h) there is no impediment under provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for transferring and conveying the said property by the Vendor in favour the Purchaser as there is no excess vacant land, (i) there are no adjacent plot owners or any other persons having any pre-emptive right to purchase the said property, (j) there is no lease or tenancy in the said property and the said property is in khas possession of the Vendor measuring an area of 22.15 Acres, (k) there is no order of any Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the said property or any part thereof, (l) the Vendor hereby ensures that the purchasers can enjoy use of the common passage through the proper connectivity of the main road to access to/to/ from/their schedule-property, (m) the Vendor hereby declares that the schedule property has been converted from present nature of land i.e., Kaibaran land to Commercial Bastu land vide conversion certificate with memo no. [illegible]/ 663/ 1(9)/s/ dated [illegible]2022.

AND WHEREAS the Vendor has subdivided his purchased Plot of land of [illegible] and out of which one Plot No. R-1/A is lying vacant which the vendor [illegible] approached to the Purchaser for sale of ALL THAT plot of land measuring [illegible] an area of 18.15 Cottahs equivalent to 30.00 Decimals, Plot No. R-1/A, [illegible] mentioned and described in the SCHEDULE hereunder written [illegible] referred to as the said property) at or for the price of Rs. 2,[illegible] Rupees Two Crores Ninety Five Lakhs only/ be the same or little more less being a portion of L.R. Dag No. 2[illegible](P), L.L. No.102, L.R. Khatian

Contd....

No.11282, Mouza -Mrigala, Block- Chanditola-II, P.S. Dankuni, District-Hooghly, Pin-712311.

[illegible] as per said understanding and faith the Purchaser has accepted the said offer of the Vendor and has agreed to purchase the said property measuring about an area of 18.18 Cottahs equivalent to 30.00 Decimals, Plot No. R-148, be the same or little more less being a portion of L.R. Dag No. 2534(P), L.R. Khatian No.11282, Mouza- Mrigala, Block-Chanditola-II, P.S. Dankuni, District-Hooghly, Pin-712311 being free from all encumbrances and as per said understanding and faith as the purchaser have paid the entire sum of consideration money amounting to Rs. 2,95,00,000/- (Rupees Two Crores Ninety Five Lakhs only) to the owner/Vendor hence it has become expedient on the part of the vendor to execute a proper Deed of Sale in favour of purchaser in order to keep their earlier mutual discussion and deliberations, terms, condition and stipulations mutually agreed governing their relations, inter se, and also to avoid any future disputes or ambiguities in future hence this Indenture of Sale exist in between the parties.

NOW THIS INDENTURE WITNESSES that in consideration of the said agreement and in consideration of the sum of Rs. 2,95,00,000/- (Rupees Two Crores Ninety Five Lakhs only) paid by the Purchaser to the Vendor on or before the execution of this property (the receipt whereof the Vendor doth hereby sell, grant and transfer and convey unto the Purchaser ALL THAT the property particularly mentioned and described in the SCHEDULE hereunder written and delineated in the Map or Plan hereto thereon shown with its boundaries coloured "RED" OR HOWSOEVER OTHERWISE the said property or any part thereof now is or at any time heretofore was situated bounded called known numbered described or distinguished or reputed so to be TOGETHER WITH undivided un-demarcated proportionate share of right to use all the ways

Contd....

paths passage common passages advantages of the ancient lights liberties easements appendages and appurtenances whatsoever to said plot of the land belonging or in any way appertaining thereto or known as part or parcel or appurtenant thereof AND ALL the estate right title interest claim or demand whatsoever of the Vendor into upon and out of the said property and every part thereof TO HAVE AND TO HOLD the said property with all right member and appurtenances hereby sold transferred and conveyed or expressed or intended so to be to the Purchaser absolutely free from all encumbrances charges attachments liens lispendens whatsoever absolutely and forever A N D the Vendor doth hereby covenants with the Purchasers that the absolute interest which the Vendor proposes doth hereby transfer subsists A N D that notwithstanding any act made done executed or suffered to the contrary the Vendor has good right full power and absolute authority to sell transfer and convey the said property and every part thereof unto and to the Purchasers in manner aforesaid AND THAT the Vendor has not done any act or thing whereby the said property hereby sold transferred and conveyed or expressed or intended so to be has been encumbered or whereby is hindered from selling transferring and conveying the same unto and to the Purchaser in the manner aforesaid A N D that the Purchaser shall or may at all times hereinafter peacefully and quietly enter into and upon the said property and hold possess and enjoy the said property and every part thereof without any lawful eviction hindrance molestation or demand whatsoever from or by the Vendor or any person or persons lawfully equitably claiming from under or in trust for his/her heirs and parties to title A N D that free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other estates rights titles interests charges liens charges encumbrances whatsoever caused or suffered by the

Contd....

Vendor or any person rightfully claiming as aforesaid AND FURTHER THAT the Vendor and all person or persons having or lawfully or equitably claiming any estates or interest in the said property any part thereof from under or in trust for the Vendor shall from time to time and at all times hereinafter at the request and cost of the Purchaser or any person or persons claiming from under or in trust for the Purchaser make do acknowledge execute and perfect with all proper dispatch and cause to be made done acknowledge executed and perfected with all paper dispatch all such acts deeds matters and things whatsoever for further better and more perfectly securing the said property and every part thereof unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required. THIS DEED FURTHER WITNESSETH and it is further mutually confirmed and declared that the purchaser have purchased and acquired the said land (as more fully and particularly mentioned in the SCHEDULE below at the foot of these presents) absolutely relying on the assurances, warranties and representations noted all over in these presents entered by the vendor and in the event of any of the said representations and/or any part of it being found to be untrue and/or incorrect and/or misleading and consequent to which the purchasers suffer any loss and/or incur any liability then and in such event the Owner/Vendor shall be severally or jointly liable and responsible and the Owner/vendor hereby unconditionally agreed to keep the purchaser totally harmless and fully indemnified from and against all pecuniary loss, costs, damages, expenses, claims, actions, suits, proceedings and demands, including litigation costs and other expenses.

SCHEDULE

(Above referred)

ALL THAT piece and parcel of a defined and demarcated Commercial Basu land measuring about an area of 18.18 Cents equivalent to 50.00 Decimals, Plot

Contd....

No. R-1/A, be the same a little more or less attributed to and recorded in a portion of L.R. Dag No. 2534(P), under L.R. KhatianNo.11282 at Mouza-Mogra, J.L. No. 102, under Police Station-Pandua, Block-Chanditala-II, under Dankuni Municipal Ward No.13, Pin: 712311, in the District of Hooghly, West Bengal, which also under the ambit of ADSR, Jangipara and DSR-Hooghly.The land hereby conveyed is delineated in a Map/Plan bordered in Colour 'Red' which would hence forth be treated as integral part and parcel of this deed, and the same is butted and bounded as under:-

On the North	: By Internal Path
On the East	: By Durgapur High Expressway
On the South	: By Boundary Wall, and then land of others
On the West	: By Plot No. R-1

TOTAL area sold by this Deed is 30.00 (Thirty) Decimal Only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals on the day, month and year first above written.

EXECUTED AND DELIVERED BY THE within named Parties in the presence of:

1. Amit Ku Jha
S/o Lt. Ramdhan Jha
High Court, Kol-1

For SUPERTECH HOMES & SERVICES LTD.
Managing Director

Signature of the Owner/Vendor

For SUPERTECH WAREHOUSING LIMITED
Director

Signature of the Purchaser

2. Dilip Mondal
S/o Lt. A. Mondal
25/1 A.N. Chatterjee Rd
Kol-42

Contd....

MEMO OF CONSIDERATION

PAID by within mentioned the Purchaser a sum of Rs. 2,95,00,000/- (Rupees Two Crores Ninety Five Lakhs only) towards the full and final consideration money for the sale of the said property in following manners:

SL No.	Date	RTGS/Cheque No.	Amount	Drawn on
1	18.03.2022	INDBR32022011800989430	30,00,000.00	Indusind Bank
2	02.02.2022	INDBR32022020200288335	10,00,000.00	Indusind Bank
3	09.03.2022	INDBR32022030900924231	20,00,000.00	Indusind Bank
4	19.03.2022	INDBR32022031900996533	150,00,000.00	Indusind Bank
5	19.03.2022	INDBR32022011800989430	1,31,00,000.00	Indusind Bank
6	29.03.2022	[illegible]2034735766	1,03,000.00	Indusind Bank
			2,95,03,000.00	
		TDS	[illegible]	
			[illegible]	

RECEIVED by within mentioned the Vender/Owner a sum of Rs. 2,95,00,000/- (Rupees Two Crores Ninety Five Lakhs only):

Witnesses:

1. [illegible]

2. Dilip Mondal

For [illegible] LTD.

[illegible]

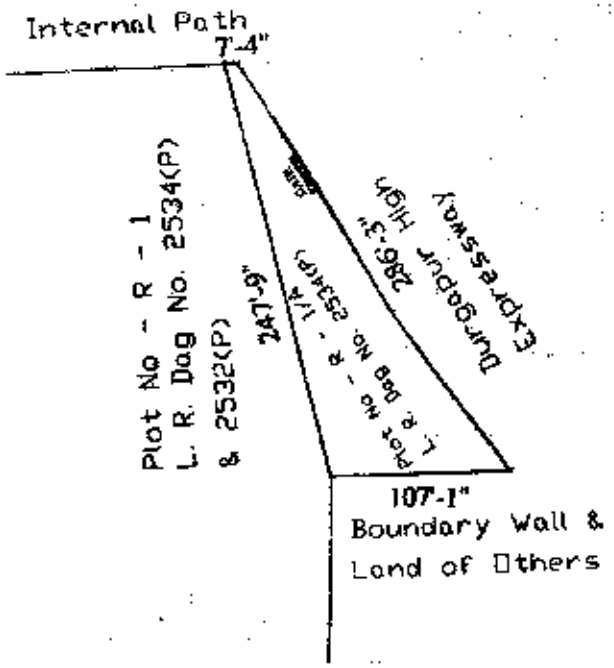
Signature of the Owner/Vendor

Contd....

Mouza - Mrigala, P. S. - Bankuni, Dist. - Hooghly
L. R. Dag No. 2534(P) being plot no R - 1/A, Sale Area -30 Decimal/Satak, bounded by Red colour.

Vendor - Super Forgings and Steels Limited

Purchaser - Frontier Warehousing Limited



For SUPER FORGINGS & STEELS LTD.

Managing Director

Signature of Vendor

FRONTIER WAREHOUSING LIMITED

Director

Signature of Purchaser

SPECIMEN FORM FOR TEN FINGER PRINTS

	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					

PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Government of West Bengal

Directorate of Registration & Stamp Revenue

FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0695000495/2022	Date of Application	23/03/2022
Query No / Year	06080200877837/2022		
Transaction	[0101] Sale, Sale Document		
Applicant Name of QueryNo	Mr GAUTAM AGARWALLA		
Stampduty Payable	Rs.14,75,020/-		
Registration Fees Payable	Rs.2,95,014/-		
Applicant Name of the Visit Commission	Mr A.K Jain		
Applicant Address	Jamal		
Place of Commission	47C, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017		
Expected Date and Time of Commission	27/03/2022 1:29 PM		
Fee Details	J1: 250/-, J2: 450/-, PTA-J(2): 100/-, Total Fees Paid: 800/-		
Remarks			

Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. JAHAL District Name :Howrah

Signature / LTI Sheet of Query No/Year [illegible]/2022

[illegible] Signature of the Person(s) admitting the Execution of Private Deed(s)

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	[illegible] MODI [illegible] Block-B, Near Alipore, City:- P.O:- Alipore, P.S:- Alipore, District:- South 24 Parganas, West Bengal, India, PIN:- [illegible]	Represent ative of Seller SUPER [illegible] BRAND STEELS [illegible]	1	1655	27/8/22

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	[illegible]	Represent ative of Buyer [illegible] PRIVATE LIMITED	1	1650	

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Sri [illegible] [illegible] Son of Late [illegible] [illegible] Road, [illegible] [illegible], City:- Kolkata, P.O:- G.P.O., P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN:- [illegible]	[illegible] MATH MODI		1650	27/8/22

Query No [illegible]/2022 [illegible] FOR JAHAL (A.D.S.R.)

DATED THIS 24 DAY OF MARCH 2022

BETWEEN

SUPER FORGINGS AND STEELS LIMITED

.....VENDORS

AND

FRONTIER WAREHOUSING LIMITED

.....PURCHASER

INDENTURE OF CONVEYANCE

Contd.....

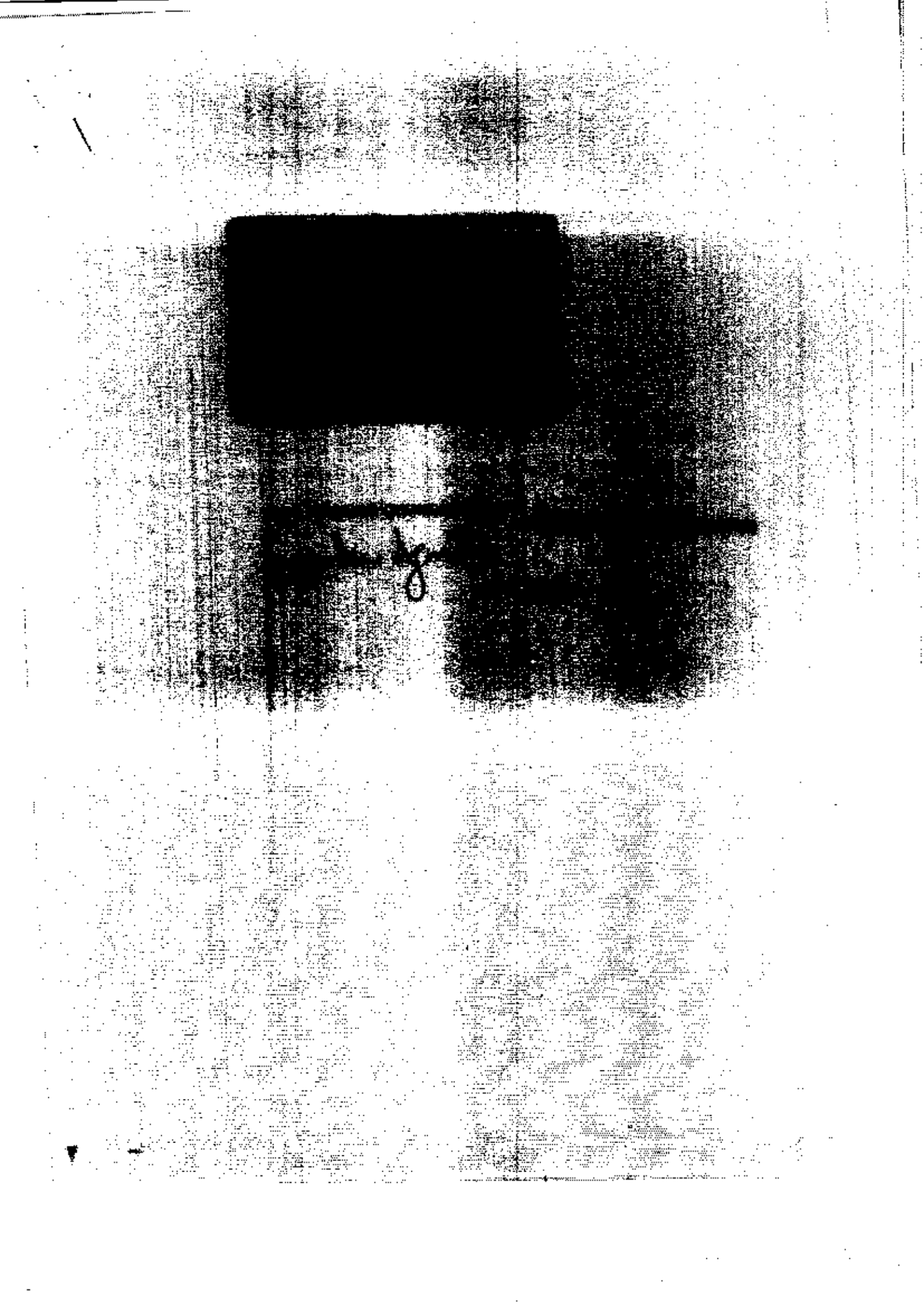
Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN:	192021220213246881	Payment Mode:	Online Payment
GRN Date:	28/03/2022 13:04:47	Bank/Gateway:	AXIS Bank
BRN :	711579170	BRN Date:	28/03/2022 13:03:10
Payment Status:	Successful	Payment Ref. No:	2000877837/8/2022 (Query No/Query Year)

Depositor's Name:	FRONTIER WAREHOUSING LTD
Address:	20B ABDUL HAMID STREET EAST INDIA HOUSE 3R FLR KOL-69
Mobile:	9903391707
EMail:	rashaind@hotmail.com
Contact No:	9903391707
Depositor Status:	Buyer/Claimants
Query No:	2000877837
Applicant's Name:	Mr GAUTAM AGARWALLA
Address:	A.D.SR. JANAI
Office Name:	A.D.S.R. JANA[illegible]
Identification No:	2000877837/8/2022
Remarks:	Sale, Sale[illegible]ment Payment No 8

Sl. No.	Query No / Year	Department Description	Account Head	Amount
1	2000877837/8/2022	Property Registration-Stamp duty	0030-02-103-003-02	1475020
2	2000877837/8/2022	Property Registration-Registration Fees	0030-03-104-001-16	295014
3	2000877837/8/2022	Mutation/Conversion Receipt	0029-00-800-028-27	300000
			Total	2070034

IN WORDS: TWENTY LAKH SEVENTY THOUSAND THIRTY FOUR ONLY.



Gaetano Agnelli

[redacted]

[redacted]

Gautam Agarwal

पुरुष/ MALE

8421 5940 [redacted]

[redacted]

Gautam Agarwal

[redacted]

[redacted]

8421 5940 [redacted]

[redacted]

super forgings & steels ltd.
(CIN : L27109WB1968PLC027324)

Regd. Office : 6, Lyons Range, Kolkata - 700 001

Phone : +91 33 2230 6991 / 2434
Fax : +91 33 4060 6377
E-mail : [illegible]@superforgings.net
Website : www.superforgings.net

[illegible]

[illegible]

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrolment No. 1008/09341/01175

To,

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

आपका आधार क्रमांक / Your Aadhaar No. :

5128 2189 1083

मेरा आधार, मेरी पहचान

भारत सरकार

Government of India

[redacted]

DOB : [redacted]

Male

[redacted]

5128 2189 1083

मेरा आधार, मेरी पहचान

INCOME TAX DEPARTMENT

GOVT. OF INDIA

SUPER FORGINGS AND STEELS LIMITED

Permanent Account Number

AAECS0994Q

Signature

For SUPER FORGINGS AND STEELS LTD.

Managing Director

Government of West Bengal

Office of the District Land & Land Reforms Officer
हुगली

To

[illegible]

[illegible]

[illegible]

District: हुगली

Sub: [illegible]

Sub: Proposal for change of land character of land from one class to another

Ref: Hooghly [illegible] dated: 02/12/2021

In terms of the provisions laid down in sec 4C of the West Bengal Land Reforms Act, 1955 as amended up to date read with the provisions of Sub-Div. of West Bengal Land Reforms Rules, 1965, permission is hereby accorded to allow for conversion of land from [illegible] to [illegible] as noted in the schedule-I below with effect from 01/09/2022 subject to the terms and conditions as noted in schedule-II

Schedule-I

(Details of land for which conversion is allowed vide [illegible] 01/09/2022)

[illegible]	[illegible]	[illegible]	Plot Dag No. (after creation of Dag if any)	Share	Area in Acres	[illegible]	Conditions for [illegible]
[illegible]	[illegible]	[illegible]		4230	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		2589	[illegible]	[illegible]	[illegible]

Schedule – II

(Terms and conditions for [illegible])

a) This permission for conversion is without prejudice to any of the provisions of chapter IIB of West Bengal Land Reforms Act, 1955.

b) This permission of conversion is also without prejudice to any the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (Act 33 of 1976) & the Town & Country (Planning & Development) Act, 1979, if these are applicable in the land involved.

c) This permission for conversion will stand revoked if there is any violation of the [illegible] prevention of environmental pollution causing [illegible] or disturbance at any point of time.

d) This permission of conversion will also stand revoked if the land is used other than the purpose for which permission is given.

e) The Land Revenue shall be determined as per sec. 7B of amended WBLR Act.

01/09/2022

This conversion certificate is being issued in accordance with the notification bearing no. 4296 LR/1A-05/07 GE(M) dated 17.09.2009 of the Commissioner, General, Land and Land Reforms Deptt. & Additional Chief Secretary to the Govt. of West Bengal, published on 24.09.2009 in the Kolkata Gazette, Extraordinary.

f) Subject to approval of the Competent Authority under the West Bengal Trees (Protection and Conservation in Non-Forest Areas) Act, 2006.

Collector u/s 4C of the WBLR Act, 1955

&

District Land & Land Reforms Officer

Date: [illegible]

Memo: [illegible]

(i) The BL&LRO, [illegible] – 2 for information and taking necessary action.

(ii) The BL of the [illegible] for information and taking [illegible] action.

(iii) Office copy of the certificate to be kept with the relevant [illegible]

District Land & Land Reforms Officer

[illegible]

Major Information of the Deed

Deed No :	I-0909-03752/2022	Date of Registration	01/04/2022
Query No / Year	0909-2000877837/2022	Office where deed is registered	
Query Date	18/03/2022 5:45:14 PM	A.D.S.R. JANAI, District: Hooghly	
Applicant Name, Address & Other Details	[illegible] AGARWALLA [illegible] Street,Thana : [illegible] District : Kolkata, WEST BENGAL, PIN - [illegible], Mobile No. : 9748581450, Status :Buyer/Claimant		
Transaction		Additional Transaction	
[illegible], Sale Deed		[illegible] Other than Immovable Property, Agreement [illegible] Agreement : 2]	
Set forth value		Market Value	
Rs. [illegible]		Rs. [illegible] On 30/[illegible]	
Stamp Duty Paid By		Registration Fee Paid	[illegible]/2022
Rs. [illegible] (Article [illegible])		Rs. [illegible] (Article 4(1)(b))	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Dankuni, Municipality: Dankuni, Road: Durgapur Road, Road Zone: [illegible], Mouza: [illegible], [illegible] No 13 - Ward No [illegible], Holding No: 102, Pin Code : 712231

Sch No	Plot No	Khatian No	Land Use	Area of Land	Market Value	Other Details
L1	[illegible]	[illegible]	Other Commercial Use	Other Commercial Use	30 Dec	[illegible] Property is on Road Adjacent to Metal Road,
	Grand Total			30 Dec	[illegible]	[illegible]

No 13 - Ward No

Other Details

Buyer Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	[illegible] STEELS LIMITED [illegible] P.O.- G.P.O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No. : [illegible] Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**FRONTIER WAREHOUSING LIMITED** 20B, Abdul Hamid Street, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 , PAN No.:: AAxxxxxx5B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri [illegible] (Karmland.) Son of Late [illegible], Permit Ward 107D, Block-F, New Alipore, City:- , P.O:- Alipore, P.S:- Alipore, District:- South 24 Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx6R, Aadhaar No: [illegible] Status : Representative, Representative of : SUPER FORGINGS AND STEELS LIMITED (as Director)
2	Shri [illegible] Son of Late [illegible], [illegible] 47C, Shakespeare Sarani, City:- Kolkata, P.O:- Camac Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AC[illegible]F, Aadhaar No: [illegible]0600 Status : Representative, Representative of : FRONTIER WAREHOUSING LIMITED (as Director)

Identifier Details :

Name	Photo	Finger print	Signature
[illegible]			

Identifier of Shri [illegible], Shri GAUTAM AGARWALA

Transfer of property for L1

Sl.No.	From	To. with area (Name-Area)
1	SUPER FORGINGS AND STEELS LIMITED	FRONTIER WAREHOUSING LIMITED-30 Dec

Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Municipality: Dankuni, Road: Bangalore Road, Road Zone : (Ward No 13 -- Ward No 13) , Mouza: [illegible], J.L No: 42, R.S No: 102, Pin Code : [illegible]

Sch No	Land Details	Details of Land	Owner name in English as entered by Applicant
L1	LR Dag No:- [illegible], LR Khatian No:- 11282		Sale is not the recorded Owner as per Applicant

Endorsement For Deed Number : I - [illegible] / 2022

On 30-03-2022

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 2,95,00,000/-

KAUSIK SENGUPTA,
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. JANAI
Hooghly, West Bengal

[redacted]

Presented for registration at 11:00 hrs. on 27-03-2022, at the [illegible] by Shri BALI NATH MODI, [illegible]

Admission of Execution (Under Section 58, W.B. Registration Rules, 2001) [illegible]

Executed by [illegible] on 27-03-2022 by Shri GAUTAM AGARWALA, Director, FRONTIER WAREHOUSING LIMITED [illegible], 260, Abdul Hamid Street, City- Kolkata, P.O- G.P.O, P.S- Hare Street, District- Kolkata, West Bengal, India, PIN - 700069

Identified by [illegible], Son of Late Ram [illegible], High Court, P.O- G.P.O, Thana- Hare Street, , City/Town- KOLKATA, Kolkata, WEST BENGAL, India, PIN - [illegible], By caste Hindu, by profession Advocate

[illegible] on 27-03-2022 by Shri BALI NATH MODI, Director, SUMER FORGINGS AND STEELS LIMITED [illegible], Kolkata Range, City- Kolkata, P.O- G.P.O, P.S- Hare Street, District- Kolkata, West Bengal, India, PIN - [illegible]

Identified by [illegible], Son of Late Ram [illegible], High Court, P.O- G.P.O, Thana- Hare Street, , City/Town- KOLKATA, Kolkata, WEST BENGAL, India, PIN - [illegible], By caste Hindu, by profession Advocate

KAUSIK SENGUPTA
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. JANAI
Hooghly, West Bengal

[redacted]

Payment of Fees:

Certificate of Registration under Section 60 and Rule 69.

Registration Fees paid by the Challan = Rs 2,95,014/-

Land Registration Fees paid by by Online = Rs 2,95,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 26-03-2022 [illegible] Govt. Ref. No: 192021[illegible] on 26-03-2022, Amount Rs: 2,95,014/-

Online on 26-03-2022 [illegible] Govt. Ref. No: 192021[illegible] on 26-03-2022, Amount Rs: 14/-

Bank, A/c Bank [illegible], Ref. No. 711579170 on 26-03-2022, Head of Account 0030-03-104-001-16

KAUSIK SENGUPTA
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. JANAI
Hooghly, West Bengal

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 14,75,020/- and Stamp Duty paid by by online = Rs 14,75,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/03/2022 1:06PM with Govt. Ref. No: 192021220221246881 on 28-03-2022, Amount Rs: 14,75,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 711579170 on 28-03-2022, Head of Account 0030-02-103-003-02

KALLOL BENGUPTA
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. JANAI
Hooghly, West Bengal

[illegible]

Certificate of Admissibility(rule 43 of W.B. Registration Rules 1968)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 14,75,020/- and Stamp Duty paid by Stamp Rs 1,000/-

Description of Stamp

1. Stamp, Type: Impressed, Quantity: 1, Serial no. 97472, Amount: Rs.1,000/-, Date of Purchase: 16/03/2022, Vendor name: S Chanda

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. JANAI

KALLOL BENGUPTA
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. JANAI
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 46

Registered in Book - 1

Volume number 0606-2022, Page from 96060 to 96089

being No 060603782 for the year 2022.

Digitally signed by Kapil [illegible]
Date: [illegible]
Reason: [illegible]

[illegible] 01-06-22 22:22 PM
[illegible] SUB REGISTRAR
[illegible] CHENNAI
[illegible]

(This document is digitally signed)

(KALLOL SENGUPTA)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
JANAI
Hooghly, West Bengal