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92,020/-  
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With Petition no 350 of 1977 the Hon'ble the Supreme Court of India held vide judgment dated 13.11.80 and was pleased to declare that Section 27(1) of the said Act (C.P.R) Act was invalid and so no permission was required for the said Act was as is necessary to be given for the said permits.

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India  
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11000/-  
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Registrar of  
South 24-Parganas  
9.3.89

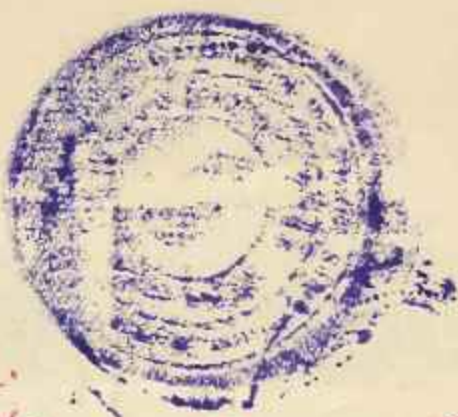
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STAMP AFFIXED BY  
STAMP SUPERINTENDENT  
CALCUTTA COLLECTOR

THIS INSTRUMENT OF CONVEYANCE made this ninth day of March One thousand nine hundred and Eighty-nine BETWEEN (1) SAJJAN KUMAR GOENKA son of Matrumal Goenka residing at 11B, Jatindra Mohan Avenue, Calcutta 700 006 and (2) SRIMATI NIRMALA GOENKA wife of Sajjan Goenka residing at 11B, Jatindra Mohan Avenue, Calcutta - 700 006 both Hindu carrying

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12/05  
 A.M./P.M. on the 9th  
 day of March 1989  
 at the Said Registration Office  
 Allpur, 24 Parganas by Sajjan K.  
 Executive Chairman of one of  
 the said companies or  
 Attorney:  
 under a  
 power of attorney  
 as is  
 Registrar of

Sajjan K. Goenka  
 1) Sajjan K. Goenka  
 S/o Matrunmal Goenka  
 2) Nirmala Goenka  
 W/o Sajjan K. Goenka  
 113 Jai Hind Road  
 Avenue  
 Cal-6  
 Business  
 as co-partners of Hindustan  
 Bobbin Industries.

Registrar of  
 South 24 Parganas  
 9.3.89

Sajjan Goenka  
2967  
 Sajjan Goenka  
 Co-Partner of Hindustan  
 Bobbin Industries  
 Nirmala Goenka

Vinod K. Shah

Vinod K. Shah  
 S/o Shri Jankhi Ram  
 6 Raghunandan Lane  
 Cal-6  
 Service

Witness:-  
2968  
 Vinod K. Shah (Service)  
 S/o Shri Jankhi Ram  
 6 Raghunandan Lane  
 Cal-6

Registrar of  
 South 24 Parganas  
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carrying on business in co-partnership under the name and style of 'Hindustan Bobbin Industries' at No. 2, and 3A, Pagladanga Main Road, within the Municipal limits of the town of Calcutta hereinafter collectively referred to as 'the Vendors' (which term or expression shall unless excluded by or repugnant to the subject or context mean and include the partners for the time being the said firm and their respective heirs, executors, successors, administrators and legal representatives) of the ONE PART A N D R. D. ALLOYS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4, Middleton Street, Calcutta hereinafter referred to as 'the Purchaser' (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in interest and assigns) of the OTHER PART:

W H E R E A S :

1. By an Indenture of Conveyance dated 12th December 1972 made between Mohmudabad Properties Pvt. Ltd. then members in voluntary liquidation therein referred to as Vendor of the first part Nripati Mohan Chakravarty therein referred to as liquidator of the Second Part and the Vendors herein therein referred to as the Purchasers of the third part and registered in Book No. I, Volume No. 174, Pages 264 to 280, Being No. 6397 for the year 1972 at the office of the Registrar of Assurances, Calcutta



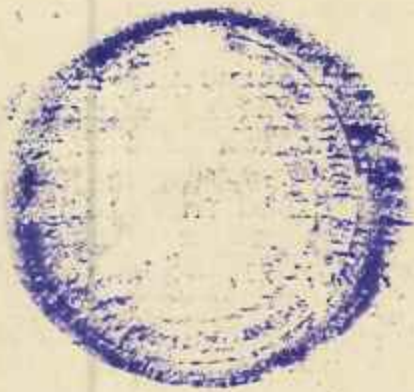
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Calcutta, the said Mahmudabad Properties Private Limited then members in voluntary liquidation (hereinafter referred to as 'the said Company') did thereby grant sell convey transfer assign and assure and the said Liquidator thereby confirm unto the Vendors herein free from all encumbrances whatsoever ALL THAT piece and parcel of land being portion of premises No.2, Pagladanga Main Road, and Premises No.3/1 Pagladanga Main Road (formerly being portion of premises No.3, Pagladanga Main Road and portion of premises No.6, Pagladanga First Lane) TOGETHER WITH all structure standing thereon or on part thereof containing an area of 4 Bighas 8 Cottahs 9 Chittacks more or less comprised in Holdings No.33, 34 and 35 formerly Nos.16, 19, 20, 21, 22 and 23 in Division IV, Sub-I, Division J. Thana Beniapukur Sub-Registration Office Sealdah in the District of 24-Parganas more fully and particularly described in the Schedule thereunder written and delineated in the map or plan thereto annexed and therein bordered red.

2. Under the said Indenture of Conveyance dated 12th December, 1972 and the said Company also covenanted with the Vendors herein that the said Company shall unless prevented by fire or some other inevitable accident from time to time and at all times thereafter upon every reasonable request and the cost of the Purchasers being the Vendors herein produce or cause to be produced unto them or their attorneys and agents or at any trial hearing commission or examination

or

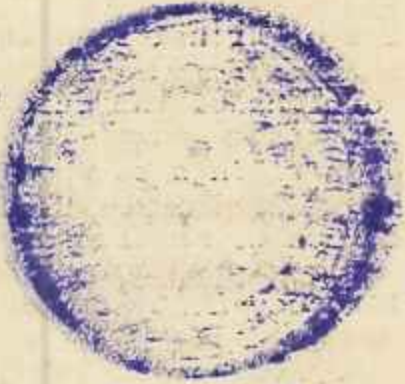


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Register No. 7 (B)  
South St. Petersburg  
9.3.89

or otherwise as occasion shall require all or any of the deeds which are comprised in Schedule 'B' thereto and at the like request and costs made and furnished to the Purchasers being the Vendors herein such attested or other copies or extracts of the said deeds or writings or any of them as they might reasonably require and shall in the meantime unless prevented as aforesaid keep such deeds and writings safe unobliterated and uncanceled PROVIDED ALWAYS that in the event of the said Company delivering all or any of the said deeds and writings to any transferee or transferees from the said Company of other portion or portions of the said property comprised in such deeds and writings to whom such title deeds might be delivered and such transferee or transferees executing any deed of like covenant as herein contained inter alia in favour of the Purchasers being the Vendors herein this covenant for production should stand discharged and the said Company shall have no further obligation under this covenant.

3. The Vendors are seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land being portion of premises No. 2, Pagladanga Road now re-numbered as No. 2B Pagladanga Main Road and premises No. 3/1 Pagladanga Main Road (formerly being portion of premises No. 3, Pagladanga Road and portion of premises No. 6, Pagladanga First Lane) TOGETHER WITH twelve structures standing thereon

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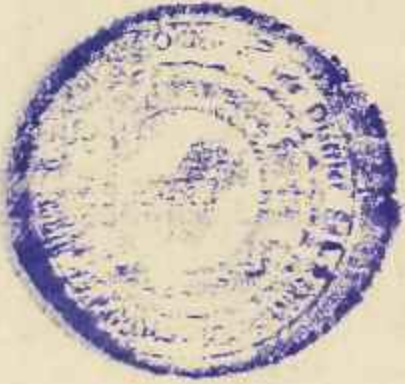
or on part thereof containing an area of 4 Bighas 8 Cottahs and 9 Chittacks more fully and particularly described in the Schedule 'A' hereunder written and delineated in the map or plan annexed hereto and thereon surrounded by red border lines free from all encumbrances, liens, claims and demands whatsoever and hereinafter referred to as 'the said premises'.

4. By an Agreement dated 5th October, 1978 the Vendors agreed to sell and the Purchaser agreed to purchase absolutely and free from all encumbrances whatsoever the said premises at or for the price of Rs. 5,50,000/- (Rupees five lacs fifty thousand only).

5. In terms of the said Agreement dated 5th October, 1978 the Purchaser called upon the vendors to execute and register a Conveyance for sale of the said premises in its favour. Upon the refusal of the vendors to do so the Purchaser filed a suit for specific performance in the Court of 9th Assistant District Judge - 24-Parganas (South) Alipore, being Title Suit No. 26 of 1981. The Learned 9th Assistant District Judge, Alipore heard the aforesaid suit and passed a decree dated 8th August, 1987 in favour of the Purchaser directing the Vendors to execute and register the Conveyance in terms of the Agreement dated 5th October, 1978 within two months from the date of the aforesaid decree. Thereafter Hindustan Bobbin Industries and/or its partners filed an appeal against the said decree in the

Hon'ble

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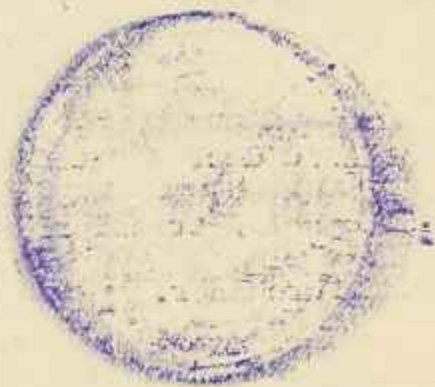
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Hon'ble Calcutta High Court and obtained an order of stay and subsequently the said Hindustan Bobbin Industries and/or its partners withdrew their appeal from the Hon'ble Calcutta High Court and agreed to execute the Conveyance in accordance with the aforesaid decree.

6. Sri Sajjan Kumar Goenka and Smt. Nirmala Goenka are the only existing partners of Hindustan Bobbin Industries being the Vendors herein and the earlier partners of the said partnership firm namely Hindustan Bobbin Industries who were parties to the Agreement dated 5th October, 1978 have since retired and the decree dated 8th August, 1987 passed in the said Title Suit No. 26 of 1981 is valid, binding and operative on the Vendors herein.

7. In compliance of the said decree dated 8th August, 1987 the Vendors have agreed to sell, transfer, convey the said premises in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 5,50,000/- (Rupees five lacs fifty thousand only) paid by the Purchaser to the Vendors (the receipt whereof the Vendors do and each of them both hereby admit and acknowledge the Vendors do hereby grant sell convey transfer and assure unto the purchaser free from all encumbrances whatsoever ALL THAT piece or parcel of land being portion of premises No. 2, Pagladanga Road now re-numbered as No. 2B, Pagladanga Main Road and premises



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premises No.3/1, Pagladanga Main Road (formerly being portion of premises No.3, Pagladanga Road and portion of premises No.6, Pagladanga First Lane) TOGETHER WITH twelve structures standing thereon or on part thereof containing an area of 4 Bighas 8 Cottahs 9 Chittacks more or less comprised in Holdings Nos.33, 34 and 35 formerly Nos.16, 19, 20, 21, 22 and 23 Division IV, Sub-Division J. Thana Beniapukur, Sub-Registration Office Sealdah in the District of 24-Parganas more fully and particularly described in the Schedule A hereunder written and delineated in the map or plan hereto annexed and bordered red and hereinafter referred to as 'the said premises' or HOWSOEVER OTHERWISE the said premises or any part thereto now are or it or at any time or times heretofore were or was situated butted, bounded called known numbered described or distinguished together with all yards court yards compounds nullah sewers water courses and all and every manner of other rights lights liberties privileges easements profits emoluments advantages and appurtenances whatsoever standing or being in or upon or belonging or in anywise appertaining to the said premises hereby conveyed and every part thereof which the same now are or is at any time or times were or was held used occupied or enjoyed therewith or reputed to belong as part of parcel thereof or appertaining thereto and the reversion or reversions remainder or remainders and all rents issues and profits thereof AND all the estate right title interest claim and demand whatsoever both at law and in



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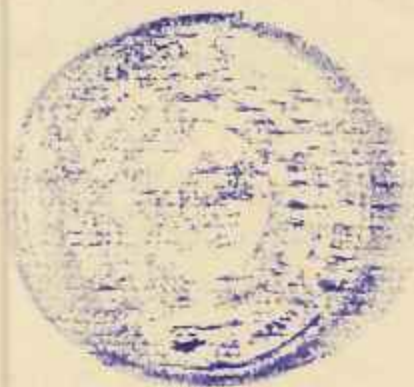
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in equity of the vendors into and upon the said premises and every part thereof hereby conveyed and transferred unto the Purchaser together with all deeds, writings exclusively relating to the said premises and together with benefit of covenant for production of title deeds mentioned in Schedule 'B' to the said Conveyance dated 12th day of December, 1972 as well as listed in Schedule 'B' hereto TO HAVE AND TO HOLD the said premises and all the singular other the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with their rights members and appurtenances unto and to the use of the Purchaser absolutely and forever and free from all encumbrances and liabilities whatsoever.

2. The Vendors do and each of them doth hereby covenant with the Purchaser as follows:-

a) That notwithstanding any act deed or thing whatsoever by the Vendors or their predecessors-in-title done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other things whatsoever to alter defect encumber or make void the same.

b)



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b) That notwithstanding any such act deed or thing whatsoever as aforesaid the Vendors have good right full power and lawful and absolute authority to grant transfer and assign the said premises unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

c) That the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly have hold occupy possess and enjoy the said premises with all rights members and appurtenances and receive and take the rents issues and profits thereof for their absolute use and benefit without any lawful let suit eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for it and that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendors and all persons lawfully and equitably claiming any estate or interest whatsoever into or upon the said premises or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereinafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds assurances and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.



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THE SCHEDULE 'A' ABOVE REFERRED TO:

ALL THAT partly revenue free and partly revenue redeemed piece and parcel of land more or less situate lying at and being portion of premise No.2, Pagladanga Road now re-numbered as No.2B, Pagladanga Main Road and premises No.3/1, Pagladanga Main Road (formerly being portion of premises No.3, Pagladanga Road and portion of premises No.6, Pagladanga First Lane) together with eight Factory Buildings and four Residential buildings standing thereon covering an area of approximately 60 cottahs belonging to the Vendors and in total containing an area of approximately 4 Bighas 8 Cottahs and 9 Chittacks more or less and comprised in Holdings Nos.33, 34 and 35 formerly Nos.16, 19, 20, 21, 22 and 23 in Division IV, Sub-Division J. Thana Beniapukur, Sub-Registration Office Sealdah in the District of 24-Parganas and marked and delineated in the map or plan hereto annexed and therein bordered red and butted and bounded in the manner following, that is to say :

On the North partly by portion of 34, Canal South Road and partly by portion of No.2, Pagladanga Road and partly by Pagladanga Road,

On the East partly by Pagladanga Road and partly by portion of No.3, Pagladanga Road.

On



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On the South by portion of No.3, Pagladanga Road.

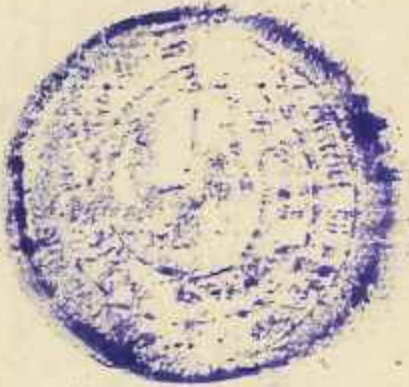
On the West partly by portion of No.34, Canal South Road, and partly by No.33C, Canal South Road.

THE SCHEDULE 'B' ABOVE REFERRED TO :

( List of Title Deeds )

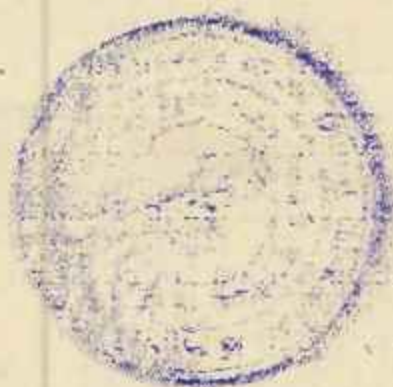
1. Original Bengali Conveyance dated 22nd November 1859 from Syed Hossein & Ors. to Smt. Ramani Dassi & Anr.
2. Original Bengali Conveyance dated 31st December 1886 from Sukhamay I as to Surja Kanta Roy Chowdhury (Book No.I, Volume No. 26, Pages 130 to 132, Being No.2806 for 1886, Sealdah).
3. Original Pattah dated 25th May 1888 granted by Deputy Collector 24-Parganas to Surja Kanta Roy Chowdhury.
4. Original Bengali Kabuliat dated 32 Sraban 1302 B.S. from Ram Taran Chakrabarty and Others to Surja Kanta Roy Chowdhury Book No.1, Volume No. 12, Pages 267 to 271, Being No. 1457 for 1895 Sealdah).

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5. Original Bengali Agreement dated 24th September 1910 from Debendra Nath Addhya to Surya Kanta Roy Chowdhury (Book No. 1, Volume No. 29, Pages 251 to 258 Being No. 2642 for 1910 Sealdah).
6. Original Conveyance dated 16th August 1910 from Surya Kanta Roy Chowdhury to Surendra Nath Tagore (Book No.1, Volume No.122, Pages 66 to 71, Being No. 3958 for 1919, Calcutta).
7. Original Declaration dated 11th April 1931 from Surendra Nath Tagore to Rathindra Nath Tagore.
8. Original Conveyance dated 11th April 1931 between Surendra Nath Tagore 1st Part, Charles Earnest Walker and others 2nd Part and Rathindra Nath Tagore 3rd Part (Book No.I, Volume 35, Pages 40 - 45, Being No. 1435 for 1931, Alipore Sadar).
9. Original Mortgage dated 11th April 1931 from Rathindra Nath Tagore to H.C.I. Society Ltd (Book No.1, Volume No.37, Pages 32 - 38, Being No. 1405 for 1931, Alipore Sadar).
10. Original Conveyance dated 11th February 1936 from Rathindra Nath Tagore to Hindusthan Co-operative Insce.Society Ltd (Book I, Volume No.13, Pages 256 - 261, Being No.889 for 1936, Sealdah).
11. Original Deed of Rectification dated 18th July 1937 from Rathindra Nath Tagore to H.C.I. Society Ltd (Book I, Volume No.58, Pages 72 - 74, Being 3511 for 1937, Sealdah).



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Bogdanov, M. P. 1 (1)  
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12. Original Redemption Certificate dated 13th July 1938 granted to H.C.I. Society Ltd. by Collector 24-Parganas.
13. Five Original Rent Receipts in favour of Surya Kanta Roy Chowdhury (from 1914 - 15 to 1918 - 19).
14. 11 Municipal Rate Bills in the name of Surya Kanta Roy Chowdhury (for 1918 - 19 and 3rd or. 1929-30 2nd and 3rd qr. 1930-31).
15. 3 Original Rent Receipts in favour of Surendra Nath Tagore (from 1335 B.S. to 1337 B.S).
16. 2 Municipal Rate Bills in the name of Hindusthan Co-operative Insurance Society Ltd (3rd quarter 1942-43).
17. Articles of Association of Hindusthan Co-operative Insurance Society Ltd.
18. Extract from proceedings of the Directors' Meeting of Hindusthan Co-operative Insurance Society Ltd.
19. Original Conveyance dated 23rd July 1942 from Hindusthan Co-operative Insurance Society Ltd. to Mahmudabad Properties Ltd. (Book No. I, Volume No. 51, Pages 152 - 156, Being 2467 for 1943, Alipore).
20. Original lease dated 25th March 1945 from Mahamudabad Properties Ltd. to M.M. Ispanani Ltd., (Book No. I, Volume No. 13, Pages 172 - 179, Being No. 560 for 1946, Sealdah).



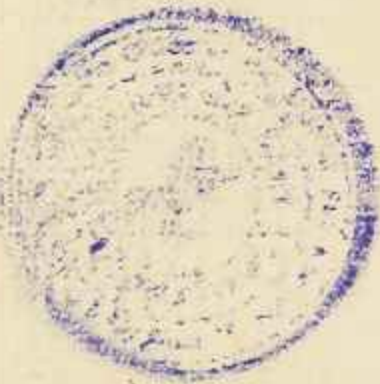
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Regiment No. 7 (A)  
South 44-Paragon  
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21. Certified copy of Decree in Mutation Cases Nos.556, 557 and 558 of 1956-57 Re: Holdings Nos.33, 34 and 35 Division 4, Sub-Division J.
22. Extract from Settlement Records dated 30th January 1947 Re: Holding No. 21, Division 4, Sub-Division II.
23. Original Redemption Certificate dated 18th May 1872 Re: Holding No. 23, Division IV, Sub-Division J.
24. Original Redemption Certificate dated 20th May 1872 Re: Holding Nos.19 and 20, Division IV, Sub-Division J.
25. Extract from Billion's Records of Right dated 4th September 1874 Re: Grand Division 4, Sub-Division J, Holding No.16.
26. Certified copy of Decree in Mutation Case No.7 of 1907/08 Re: Holding No.16, Division 4, Sub-Division J.
27. Certified copy of Decree in Mutation Case No.8 of 1907/08 Re: Holding Nos.19, 20, 21 and 23 Division 4, Sub-Division J.
28. 9 Municipal Rate Bills Re: 2, Pagladanga Road in the name of Manahendra Nath Bose & Anr.
29. 9 Municipal Rate Bills Re: 6, Pagladanga First Lane in the name of Manahendra Nath Bose & Anr.
30. Plain copy Deed of Trust dated 12th September 1929 between Nanda Lal Roy and Nandalal Roy & Anr(Registered in Book No.I, Volume No.121, Pages 1-69, Being No.3478 for 1929, Calcutta).



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Register of  
South St. Petersburg  
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31. Original Sale Certificate dated 15th June 1937 in Suit No.278 of 1930 (Sm.Shyamrangini Roy Chowdhury & Anr - Vs - Surendra Nath Tagore).
32. Original Conveyance dated 24th September 1940 between Sm.Shyamarangini Roy Chowdhury Anr.(1st Part) Nani Lal Roy & Ors.(2nd Part) Atiya Krimani (3rd Part) and Messrs. M.M.Ispahani Ltd (4th Part) Book I, Volume No.70, Pages 283 - 291, Being 3048 for 1940 Calcutta.
33. Certified copy of extract from the Minutes of Board of Directors Meeting dated 27th April 1949 of M.M. Ispahani Ltd.,
34. Memorandum & Articles of Association of M.M.Ispahani.
35. Original Conveyance dated 5th July 1949 of M.M. Ispahani Ltd., to Mahamudabad Properties Ltd(Book No.I, Volume No.57, Pages 243 - 248 Being 2188 for 1949, Calcutta).

IN WITNESS WHEREOF the Vendors have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the Vendors at Calcutta in the presence of :

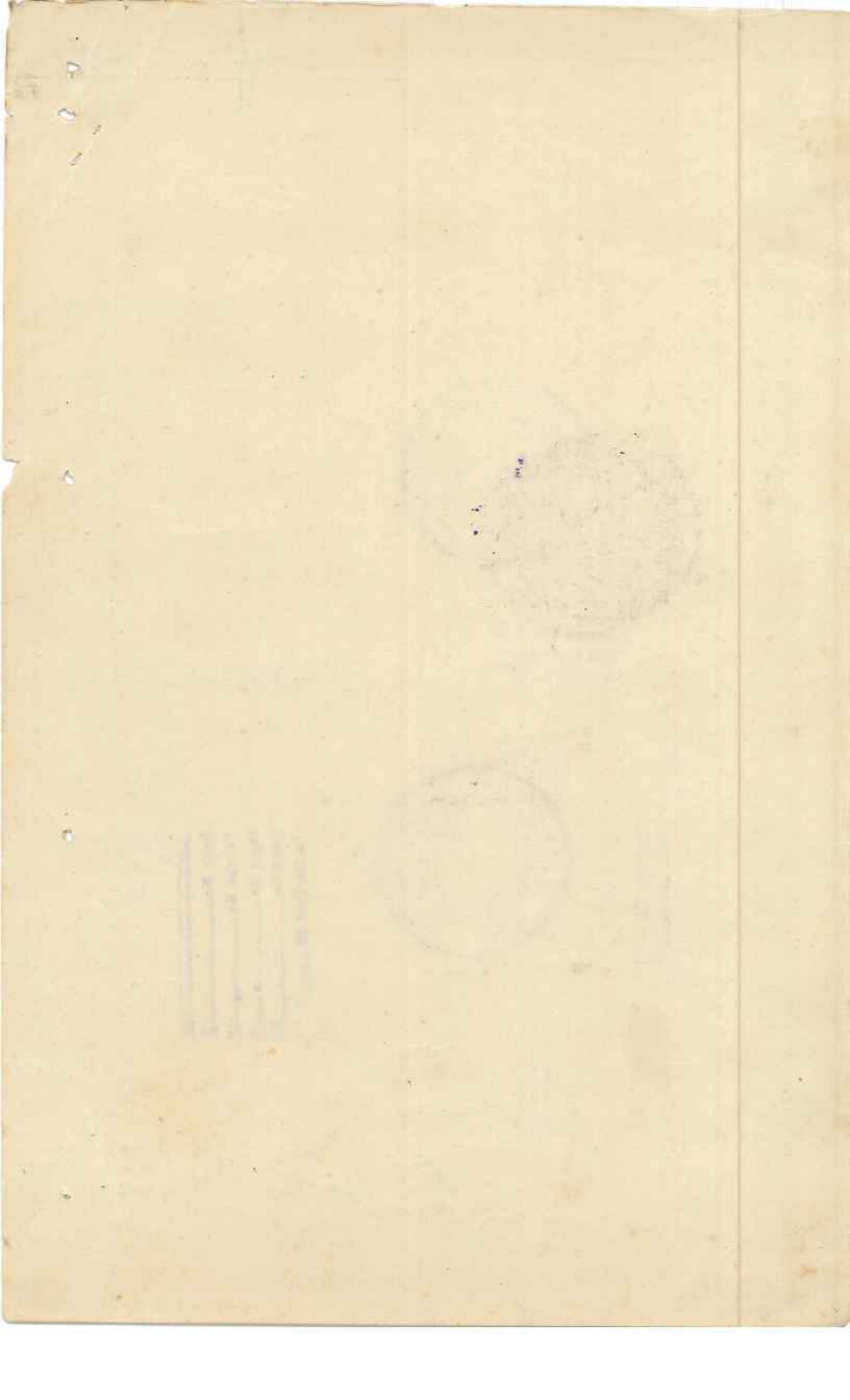
*Atstah*  
Vinod Kumar or Shri  
6 Raghunand and anand  
Cal-6

Janaki Ram Das  
Flat R/7/4, 2 D. Seedar  
Rahman Road, Clutter 33

*Sajjan Goenka*  
Nigmal Goenka  
Co-Partners of  
Mindusthan Bobbin Industries



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DATED THIS

9<sup>th</sup>

DAY OF

March

1989

BETWEEN

SAJJAN KUMAR GOENKA & ANR

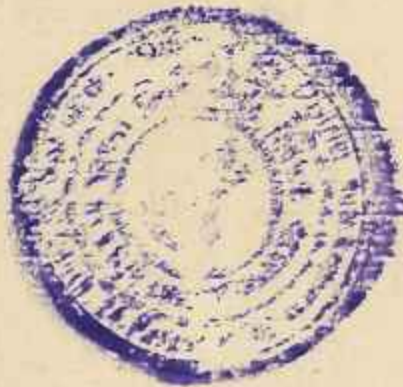
AND

R. D. ALLOYS PRIVATE LIMITED



Registrar of C. 7 (A)  
South 24 Parganas  
9.3.89

INDENTURE OF CONVEYANCE



Registrar of C. 7 (A)  
South 24 Parganas  
14.9.94

Book No. 113  
Volume No. 95  
Page No. 2924  
Serial No. 121

KHAITAN & CO.

Advocates

1B, Old Post Office Street,  
Calcutta-1.

*Handwritten signature in blue ink.*