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THIS DEED OF CONVEYANCE made this Lth day of August two thousand and Six BETWFEN ABDUL RAFIO MOLLA, son of Late Azizul Haque Molla, by religion Muslim, residing at Village - Unsani, P.O. Jagacha, District - Howrah, hereinafter referred to as 'the VENDOR' (which expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include his heirs, executors, successors,

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administrators, legal representatives and assigns) of the FIRST PART AND ASIT GHOSH, son of Late Fatik Ghosh by religion Hindu, residing at Village Pakudia, P. S. Domjur, District - Howrah hereinafter referred to as 'the CONFIRMING PARTY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the SECOND PART AND (1) RAJESH SUPPLIERS (P) LTD. a Company within the meaning of the Companies Act. 1956 having its registered office at 113B. Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director Rajesh Thunjhunwala, son of S. K. Jhunjhunwala residing at 10 4. Alipore Park Place, Kolkata - 700 027, (2) GOVIND DEALERS (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B. Ripon Street. Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Rajesh Jhunjhunwala, (3) ADITI DEALERS (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Rajesh Jhunjhunwala. (4) HARIPRASAD MERCHANTS (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B. Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director Sonali Jhunjhunwala, wife of Rajesh Jhunjhunwala residing at 10/4. Alipore Park Place. Kolkata - 700 027, (5) MAA DURGA DEALERS (P) LTD, a Company within the meaning of the Companies Act, 1956 having its registered office at 113B. Ripon Street. Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director Navin Jhunjhunwala, son of S. K. Jhunjhunwala residing at 10/4, Alipore Park Place, Kolkata -700 027, (6) SONALI DEALCOM (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Sonali Jhunjhunwala. (7) RELIABLE VINCOM (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B. Ripon Street, Ground



Floor, Suite No. 8B. Koikata - 700 016, represented by its Director Sneha Jhunjhunwala, daughter of Rajesh Jhunjhunwala residing at 10/4, Alipore Park Place, Kolkata - 700 027. (8) RAJASTHAN VANLIYA (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B. Ripon Street, Ground Floor, Suite No. 8B. Kolkata - 700 016, represented by its Director the said Rajesh Jhunjhunwala, (9) NAVIN VINIMAY (P) LTD, a Company within the meaning of the Companies Act. 1956 having its registered office at 113B. Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Sneha Jhunjhunwala, (10) SARADA VINIMAY (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Navin Jhunjhunwala, (11) INDU VINIMAY (P) LTD, a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Navin Jhunjhunwala, (12) SNFHA SUPPLIERS (P) LTD. a Company within the meaning of the Companies Act. 1956 having its registered office at 113B. Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Navin Jhunjhunwala, (13) BALHANUMAN VANIJYA (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director Indu Jhunjhunwala, wife of Navin Jhunjhunwala residing at 10/4, Alipore Park Place, Kolkata - 700 027, (14) YASH VINCOM (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street. Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Navin Jhunjhunwala, (15) JANAKI DEALERS (P) LTD. a Company within the meaning of the Companies Act, 1956 having its registered office at 113B. Ripon Street, Ground Floor, Suite No. 8B, Kolkata - 700 016, represented by its Director the said Indu Jhunjhunwala, hereinafter collectively referred to as 'the PURCHASERS' (which expression shall unless excluded by or repugnant to the subject or context be



deemed to mean and include their respective successor(s)-in-interest and assigns) of the

## WHEREAS:

THIRD PART -

- 1. The Vendor and the Confirming Party have represented to the Purchasers as follows:
- A. By and under a Deed of Absolute Sale (in Bengali) dated 1st June, 1967 and registered with District Registrar, Howrah in Book no. I, Volume no. 22, Pages 237 to 239 being no. 2692 for the year 1967, the Vendor alongwith his brothers Abdul Haque Molla and Abdul Samad Molla had jointly purchased All That the piece or parcel of land together measuring about 27 decimals comprising of (a) 21.5 decimals of land in Dag No. 1173 and (b) 5.5 decimal of land with tile shed in Dag no. 1174 both under Khatian No. 3, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah. Accordingly the Vendor's share therein was equivalent to about 7.2 decimals of land in Dag No. 1173 and (b) 1.8 decimals of land with tile shed in Dag no. 1174 both under Khatian No. 3, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah.
  - By and under a Deed of Gift (in Bengali) dated 4th August, 1972 and registered with Sub-Registrar, Domjur in Book no. I, Volume no. 44, Pages 200 to 206 being no. 383 for the year 1972, the Vendor became entitled to All That the piece or parcel of land measuring about 27 decimals comprising of (a) 21.5 decimals of land in Dag No. 1173 and (b) 5.5 decimal of land with tile shed in Dag no. 1174 both under Khatian No. 3, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah.



- C. The Vendor thus became the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land measuring about 36 decimals comprising of (a) 28.70 decimals of land in Dag No. 1173 and (b) 7.30 decimals of land with tile shed in Dag no. 1174 both under Khatian No. 2704, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah. The Vendor has sold some portions of the above land owned by him in Dag No. 1173 and Dag no. 1174.
  - D. The Vendor is now the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land measuring about 7.5 decimals comprising of (a) 6 decimal of land in Dag No. 1173 and (b) 1.5 decimal of land with tile shed in Dag no. 1174 both under Khatian No. 2704, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah, and more fully described in the **Schedule** hereunder written and hereinafter collectively referred to as "the said property".
    - E. No person other than the Vendor has any right title or interest whatsoever in the said property or any part thereof and the said property is free from all incumbrances and liabilities whatsoever. The Vendor has been and is in actual peaceful khas possession of the said property and every portion thereof absolutely and has been personally enjoying and using the same without any interruption whatsoever.
      - F. The said property or any part thereof is not affected by any Bargadar, Bhagchasi occupancy or any other rights and no Bargadar or Bhagchasi is recorded in the relevant records in respect of the said property or any part thereof.



- G. The Vendor and or his predecessors-in-title has not in any way dealt with the said property or any part thereof whereby the right, title and interest of the Vendor and/or his predecessors-in-title as to the ownership, use, enjoyment and sale of the said property or any part thereof is or may be affected in any manner whatsoever.

  The Vendor and/or his predecessors-in-title has not used the said property or any part thereof for any purpose other than that for which the same was meant and has not committed default of and/or contravened any provision of law applicable to the said property or any part thereof.
  - H. The Vendor had agreed to sell the said property to the Confirming Party and/or his nominees and had received earnest money and part payment in respect of thereof.

    The Confirming Party has nominated the Purchasers herein in his place and stead to purchase the said property from the Vendor and the Vendor has duly accepted such nomination and agreed to execute the Deed of Conveyance in respect of the said property in favour of the Purchasers herein.
    - No other agreement or arrangement whatsoever, written or oral, with any other person or entity relating to and/or concerning the said property or any portion thereof in any manner whatsoever is valid or subsisting.
    - J. There is no legal or other proceeding or any injunction or other order of any Court (Civil or Criminal) against the Vendor and/or the Confirming Party affecting, relating to or concerning the said property or any part or portion thereof in any manner whatsoever.
      - K. The predecessors-in-title of the Vendor's were and the Vendor is entitled to lawfully retain, own and transfer the said property under the relevant laws governing the same. There neither was nor is any bar or restriction, legal or



otherwise, to the sale of the said property by the Vendor to the Purchaser and/or for nomination of the Purchaser by the Confirming Party as mentioned herein.

- L. The Vendor has a good and marketable title to the said property, free from all encumbrances and liabilities whatsoever
- The Vendor has agreed to sell to the Purchasers, the Confirming Party has agreed to confirm and the Purchasers, relying on the aforesaid representations and assurances of the Vendor and the Confirming Party and believing the same to be true and correct and acting on the faith thereof, have agreed to purchase the said property free from all encumbrances and liabilities whatsoever as aforesaid at and for a total consideration aggregating Rs 4.31.825 - (Rupees four lacs thirty one thousand eight hundred and twenty five only) out of which Rs. 3.86.325/- (Rupees three lacs eighty six thousand three hundred and twenty five only) has been agreed to be paid to the Vendor (including the amounts received by him from the Confirming Party which have been duly reimbursed by the Purchasers to the Confirming Party) and Rs. 45,500 /- (Rupees forty five thousand five hundred only) has been agreed to be paid to the Confirming Party as his consideration. The said sum of Rs. 3,86,325/- (Rupees three lacs eighty six thousand three hundred and twenty five only) has been duly paid to and received by the Vendor at or before the execution hereof. The said sum of Rs. 45,500/- (Rupees forty five thousand five hundred only) has been duly paid to and received by the Confirming Party at or before the execution hereof. The Vendor and the Confirming Party have already put the Purchasers in vacant, peaceful and khas physical possession of the said property in its entirety.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and nomination and in consideration of the said sum of Rs. 3.86.325/- (Rupees three lacs eighty six thousand three hundred and twenty five only) paid to and received by the Vendor at or before the execution hereof and in further consideration of the said sum of



Rs. 45.500/- (Rupees forty five thousand five hundred) only paid to and received by the Confirming Party at or before the execution hereof together aggregating Rs 4,31,825/-(Rupees four lac thirty one thousand seven hundred and seventy five only) being the total consideration money for the transfer of the said property as aforesaid (the receipt whereof the Vendor and the Confirming Party do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby for ever acquit release and discharge the Purchasers as well as the said property hereby transferred and conveyed) the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchasers absolutely and forever, and the Confirming Party doth hereby confirm and assure the same unto the Purchasers, free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts prohibitions restrictions executions acquisitions requisitions attachments vesting easements liabilities and lis pendens whatsoever All That the piece or parcel of land together measuring about 7.5 decimals comprising of (a) 6 decimals of land (out of 43.0 decimals) in Dag No. 1173 and (b) 1.50 decimal of land with tile shed in Dag no. 1174 (out of 11.0 decimals) both under Khatian No. 2704, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah, and more fully described in the Schedule hereunder written and hereinafter referred to as "the said property" OR HOWSOEVER OTHERWISE the said property or any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished Together With all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appurtaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appurtaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said



property and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor in to and upon and in respect of the said property or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and for ever free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever AND the Vendor and the Confirming Party do hereby covenant with the Purchasers that the Vendor is the absolute and lawful owners of and well and sufficiently seised and possessed of and entitled to the said property and every part thereof free from all encumbrances and liabilities of whatsoever nature AND the Vendor and the Confirming Party do hereby covenant with the Purchasers that neither the Vendor nor any of their predecessors-in-title nor the Confirming Party have at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid and/or the Confirming Party may or can be prevented from confirming and assuring the same unto the Punchasers AND THAT NOTWITHSTANDING any act deed or thing by the

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Vendor and or any of his predecessors-in-title and/or the Confirming Party done executed or knowingly suffered to the contrary the Vendor at the time of execution of his present is the absolute and lawful owner of and/or otherwise well and sufficiently seised and possessed of and entitled to the said property hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor has now in themselves good right and full and absolute power to grant sell convey transfer and assure the said property hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner aforesaid AND that the Purchasers shall and may at all times hereafter peaceably and quietly enter into 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 or equitably claiming from under or in trust for the Vendor or from under or in trust for any of their predecessors in title or any of then: AND THAT the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor and the Confirming Party well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever suffered or made or created in respect of the said property by the Vendor and/or his predecessors in title or any of them and/or by the Confirming Party or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title or any of them as aforesaid or otherwise AND THAT all rates taxes all other impositions and/or outgoings payable in respect of the said



property have been paid in full upto the date of these presents AND THAT the Vendor does not hold any excess land under the West Bengal Land Reforms Act, 1955 and/or under the Urban Land (Ceiling and Regulation) Act, 1976 and the said property or any part thereof has not been affected or vested under the said Acts or otherwise AND THAT the said property or any part thereof is not affected by any notice or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever AND THAT there is no certificate case or proceeding instituted or pending against the Vendor and/or concerning the said property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force AND THAT the said property is not affected by any notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority AND THAT no declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the said property or any part thereof is not affected by any Notice or Scheme for acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactoreuts whatsoever AND THAT no notice has been served on the Vendor and/or his predecessors in title or any of them for the acquisition of the said property or any part thereof under Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendor and the Confirming Party have no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof AND THAT no suit and/or proceeding are or is pending in any Court of law affecting the said property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority AND the Vendor doth hereby covenant with the Purchaser



that upon execution of this Deed, the Vendor shall not have any share or interest left in respect of any portion of the said Dag Nos. 1173 and 1174 and the entire right, title and interest of the Vendor in the said two Dags and every portion thereof shall be deemed to have been transferred in favour of the Purchaser herein by this Deed for the consideration mentioned herein AND the Vendor and the Confirming Party covenant with the Purchasers that they and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through under or in trust for the Vendor and/or the Confirming Party shall and will from time to time and at all times hereafter at the request of the Purchasers make do acknowledge and execute at the costs of the Vendor and/or the Confirming Party all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said property and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

# THE SCHEDULE ABOVE REFERRED TO:

of (a) 6 decimals of danga land (out of 43.0 decimals) in Dag No. 1173 and (b) 1.50 decimal of bastu land (out of 11.0 decimals) with tile shed in Dag no. 1174 both under Khatian No. 2704, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah within the Howrah Municipal Corporation and butted and bounded in the following manner:

#### Boundaries of Dag No. 1173

On the North by : R. S. Dag No. 1203 and 1203:

On the Fast by : R. S. Dag No. 1204;

On the West by : R. S. Dag No. 1175: and

On the South by : R. S. Dag No. 1171, 1172 and 1174;



## Boundaries of Dag No. 1174

: R. S. Dag No. 1173; On the North by

: R. S. Dag No. 1173;

: R. S. Dag No. 1173; and On the East by

: R. S. Dag No. 1172 and 1174: On the West by On the South by

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

The said entire Dag Nos. 1173 and 1174 are delineated in GREEN borders in the map or plan annexed hereto out of which (a) 6.0 decimals of land (out of 43.0 decimals) in Dag No. 1173 and (b) 1.50 decimal of land (out of 11.0 decimals) with tile shed in Dag no. 1174 are being transferred by this Deed.

IN WITNESS WHEREOF the Vendor and the Confirming Party have hereunto set and subscribed their respective hands on the day month and year first above written.

SIGNED AND DELIVERED by the within- 75 (SN SW)

named Vendor at Kolkata in the presence of:

1021-2501-2413CBC 241041-GHG - STON - SHOH- 325MM

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SIGNED AND DELIVERED by the within-

named Confirming Party at Kolkata in the

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RECEIVED of and from the within-named Purchasers the within mentioned sum of Rupees three lacs eighty six thousand three hundred and twenty five only) being the consideration money in full payable to the Vendor under these presents as per the following -

## MEMO OF CONSIDERATION

Paid by eash

Rs. 3,86,325/-

(Rupees three lacs eighty six thousand three hundred and twenty five only)

Witnesses:

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RECEIVED of and from the within-named Purchasers the within mentioned sum of (Rupees forty five thousand five hundred) only being the consideration money in full payable to the Confirming Party under these presents as per the following =

### MEMO OF CONSIDERATION

Paid by cash

Rs. 45.500/-

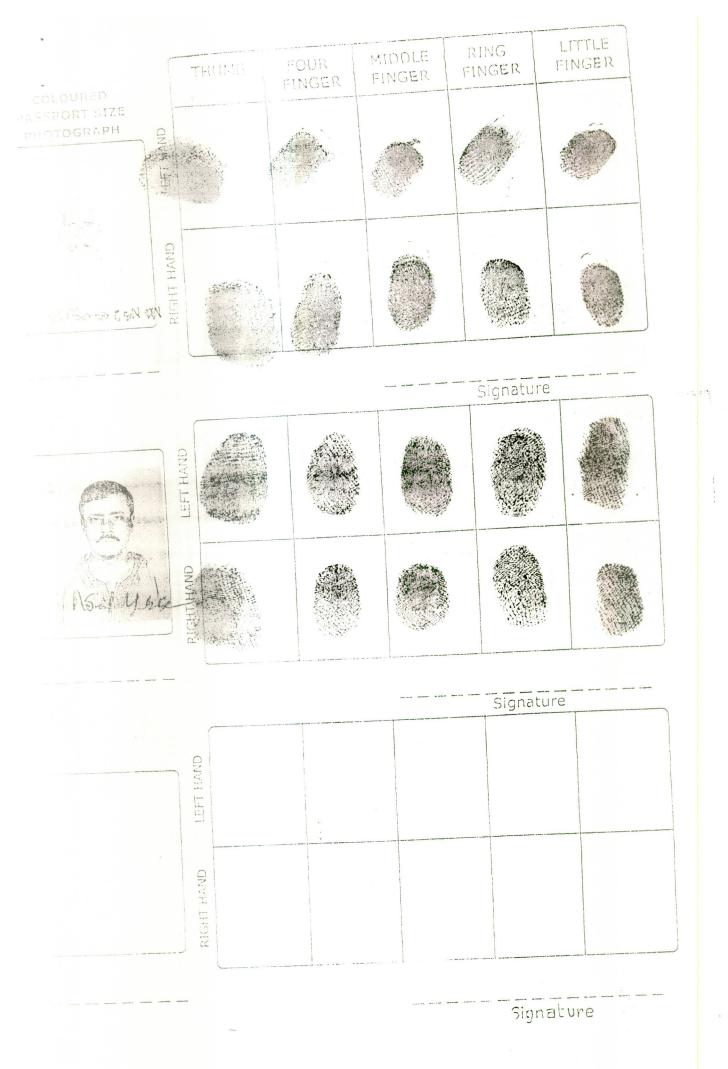
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Witnesses

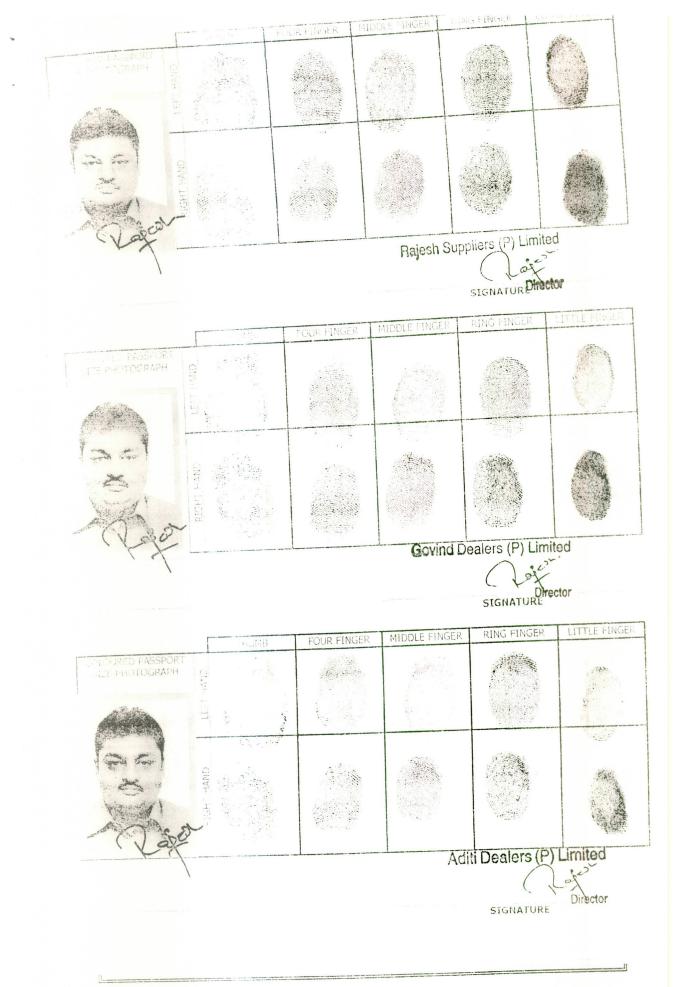
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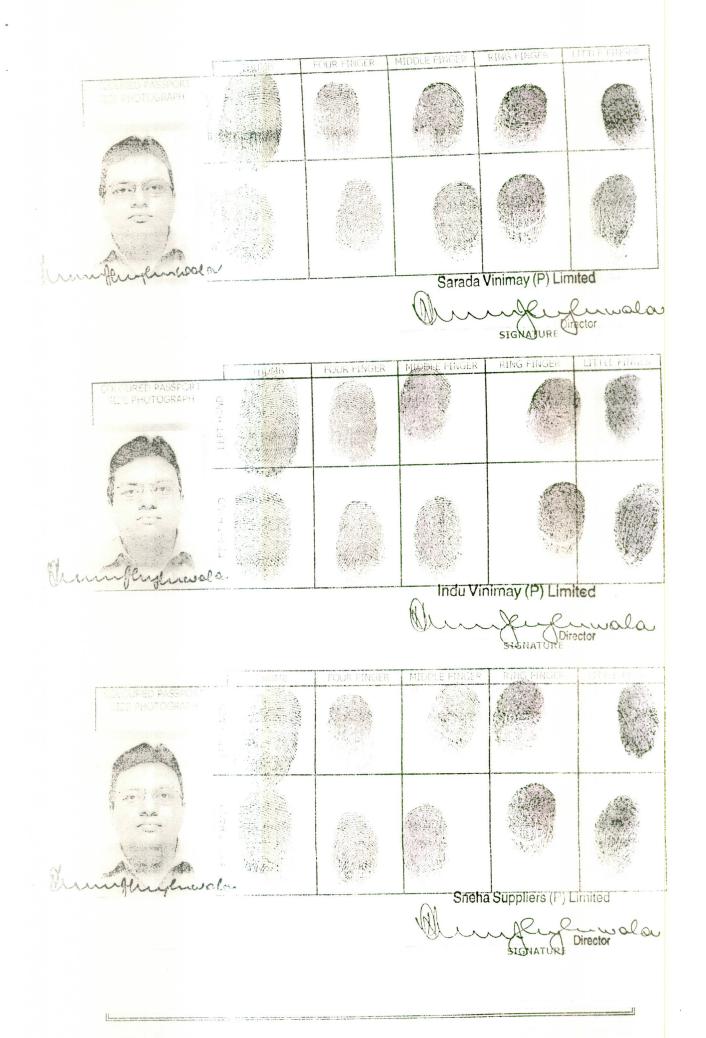
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Yash Vincom (P) Limited

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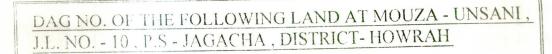
Janaki Dealers (P) Limited

Janaki Dealers (P) Limited

Director

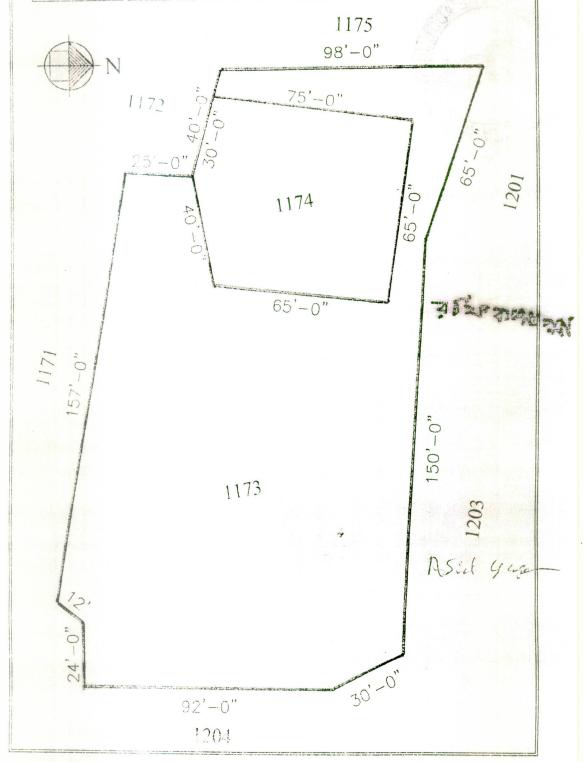
SIGNATURE Director





VENDOR - RAFIQ ALI MOLLAH VENDEE - RAJESH SUPPLIERS PVT. LTD. & OTHERS

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BETWEEN

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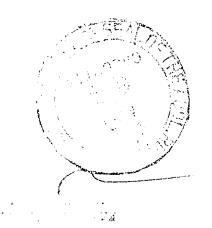
AND

#### RAJESH SUPPLIERS (P) LTD, & ORS.

... Purchaser

8/11/56

DEED OF CONVEYANCE



R. Ginodia & Co.
Advocates
7C. Kiran Shankar Roy Road
Kolkata.

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