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Rs. 100

ONE HUNDRED RUPEES

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28/9/07



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Cheque No. 871 292
dt. 27 - 9 : 07 for
Rs. 194780 : 00

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DEED OF CONVEYANCE

(The Property Valued at Rs 16,00,000/-)

THIS DEED OF CONVEYANCE made this theth day of August, Two Thousand and Seven, (2007) A.D.

BETWEEN

SRI. MANINDRA CHANDRA BHATTACHARYA @ MANINDRA BHATTACHARYA son of Sri Ram Chandra Bhattacharya, by faith-Hindu, by occupation- Retired Person, residing at 53,0 angadhar Kaviray Lane, Berhampur, District- Murshidabad, hereinafter called and referred.

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For Asiatic Board Mills (P) Ltd.

Director

24290

For Asiatic Board Mills (P) Ltd.

24291

Kaninda Charles Obethecksijes

Identified by me:-

MD MAHFUZ TAKRIM

B. Sc. SPL. B.A. (Double) M.A. LL.B. C.V.R.,
Advocate, Surrevor Values Real Estate Manager

Sc. Law Officer

EDEN GROUP

6C, Elgin Road, Kolkata-20

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ACCUPATIONS DEGISTRAR OF ACCUPATIONS INC.

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Director for Asiatic Brand

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ADDURANCED I KOLKATA

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to as the "VENDOR" (which terms or expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include his respective heir and heirs, successor or successors, executors, administrator or administrators, representative or representatives, assign or assigns etc.) of the ONE PART.

AND

"M/S ASIATIC BOARD MILLS (P) LTD", a company incorporated under the Indian Companies Act, 1956, having its registered office at 29B, Beerpara Lane, P.S.- Chitpur, Kolkata- 700 030 hereinafter called and referred to as the PURCHASER (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its agents and respective successors or successors-in-office and / or assigns etc) of the OTHER PART.

WHEREAS The Calcutta Municipal Corporation (now re-named as Kolkata Municipal Corporation) was seized and possessed of and otherwise well and sufficiently entitled to and of two premises No. i.e. 24, Beerpara Lane & 25, Beerpara Lane, both are Kolkata – 700 030, respectively and the land measuring more or less 11 Katha, 13 Chittak & 29 Square Feet situate and lying at Mouza - Beerpara, Division No.1, Sub-Division No.17, Holding No.5, under Borough No.I, Ward No. 4, within the limits of Calcutta (Kolkata) Municipal Corporation.

AND WHEREAS the aforesaid Calcutta Municipal Corporation Sold and transferred the land measuring more or less 11 Katah, 13 Chittak & 29 Square Feet (as Surplus land) to one Sri.Prithis Chandra Biswas by way of two separate auction Sale Deeds, which were duly recorded in Book No. I, Volume No.20, Pages No.149 to 152, Deed No.622, dated 16.02.1944 and Book No. I, Volume No.19, Pages No.245 to 248, Deed No.623, dated 16.02.1944, both registered at Shibdaha Sub-Registry Office, under P.S.-Chitpur, within the limits of Calcutta (now Kolkata) Municipal Corporation.

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ADDITIONAL REGISTRANDA ADSUBALLOESH, KOLKATA AND WHEREAS after acquiring the ownership right the said Sri.Prithis Chandra Biswas amalgamated the aforesaid two premises in one premises with the authority of Calcutta(now Kolkata) Municipal Corporation and the said two Premises re-numbered as 24, Beerpara Lane, Calcutta – 700 030, under Borough No. I, Ward No. 4, within the limits of Kolkata Municipal Corporation.

AND WHEREAS out of the total 11 Kathas 13 chittaks 29 sq.ft aforesaid property, said Sri.Prithis Chandra Biswas sold and transferred a piece and parcel land measuring more or less 6 Katha, 5 Chittak and 9 Square Feet, alongwith 16 (Sixteen) old and dilapidated rooms thereon made by brick built wall and tile shed measuring more or less 1820 Sq.ft. to one Sri. Manindra Chandra Bhattacharya, situate and lying at 24, Beerpara Lane, Kolkata-700 030, under Borough No. I, Ward No. 4, P.S.- Chitpur, within the limits of Kolkata Municipal Corporation, as per map annexed herein by way of Registered Sale Deed being No. 9840, on 23/09/1987 which was recorded in Book No. I, Volume No.250, Pages No.104 to 116, for the Year 1987, and registered at Registrar of Assurance, Calcutta, morefully described in the 'SCHEDULE OF PROPERTY' and referred hereto as the "SAID PROPERTY".

AND WHEREAS the Vendor herein being in urgent need of money have declared to sell the said property at lump sum price or consideration amount to the tune of Rs. 16,00,000/-, (Rupees Sixteen Lakhs) only.

AND WHEREAS the Purchaser herein being informed about such intention of the present Vendor the Purchaser offered to purchase the Scheduled mentioned landed property at the said consideration amount of Rs. 16,00,000/-, (Rupees Sixteen Lakhs) only AND the Vendor has accepted the said proposal of the Purchaser at the aforesaid consideration of price fixed and settled and free from all encumbrances.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in pursuance of the said agreement by and between the VENDOR and the PURCHASER and in consideration to the tune of Rs.16,00,000/-, (Rupees Sixteen Lakhs) only paid by the Purchaser to the Vendor on or before execution of these presents (the receipt of which the Vendor do hereby acknowledge and admit as per Memo of Consideration/Receipt hereunder written) Vendor doth here admit and acknowledge and of the from the same and every part thereof hereby acquit, release, exonerate and fore ever discharge and the Vendor doth hereby grant transfer, sell, convey, assign and assured unto and in favour of the Purchaser in respect of the Schedule mentioned property more particularly mentioned and described in the Schedule below and delineated in the Map attached hereto demarcated by Colour "RED" together with absolute use, occupation ,benefit and enjoyment more or less 6(Six) Katha, 5(Five) Chittaks, & 9(Nine) Square feet, alongwith 16 (Sixteen) old and dilapidated rooms thereon made by brick built wall and tile shed measuring more or less 1820 Sq.ft., demarcated as Plot "A", lying and situated at premises No. 24, Beerpara Lane, P.S.Chitpur, Kolkata - 700 030, under Borough No. I, Ward No. 4, of Kolkata Municipal Corporation area which is more fully and particularly mentioned and described in the Schedule hereunder written hereunder called and referred to as the 'Schedule Property' OR HOWSOEVER OTHERWISE, the said property or any part thereof were or was situated and butted and bound called known, numbered, described or distinguished TOGETHER WITH all yards, court-yards, paths, passages, fences, ditches, trees, water courses, water sewers. Drains, advantages, of ancient of other rights, liberties, privileges benefits, etc. and all other easement rights or usually held, enjoyed of occupied therewith or reputed to belong or be appurtenances thereto or known as part and parcel and number thereof. AND the reversion or reversions, remainder or remainders and all the rents issues and profits, thereof.

AULINIANTE L'EQUELLA

AND all the estate right, title interest, property claim and demand whatsoever either at law or in equity of the Vendors upon the said property and any part thereof. TO HAVE AND TO HOLD the said property or any part thereof hereby granted, conveyed, transferred, assigned or expressed or intended so to be inclusive of all rights on paths and passages and all other appurtenances hereunder written unto and to the absolute use, appurtenances hereunder written unto and to the absolute use, occupation, benefits of the purchaser forever free from all encumbrances, liberties, liens or attachments whatsoever, the possession wherefrom all encumbrances AND the Vendor doth hereby covenant with the purchaser and the Vendor hereby give their consent in the matter of mutation in the name of the Purchaser before the Kolkata Municipal Corporation and in the matter of bringing the electric connection and connecting the tap water connection in the Schedule land through overhead or underground.

AND the Vendor hereby further declares that the corporation taxes, land revenue, urban land tax and other statutory impositions payable in respect of the said schedule mentioned property up to the date of these presents have been fully paid by the Vendor and the Vendor doth hereby covenant with the Purchaser that if any remains unpaid by the Vendor shall discharge the same from and out of his own funds and hereby further agrees to reimburse the Purchaser, if he pays such taxes, land revenue, urban land tax or other rates or statutory, imposition in respect of the said schedule mentioned property delineated and demarcated by Colour "RED" in the plan annexed hereto.

AND the Vendor hereby further declares that the schedule mentioned property or any part thereof was/is not affected by any provisions of urban land (Ceiling & Regulation) Act. 1976 or of West Bengal Land Reforms Act or Town and Country Planning Act, or of West Bengal Land Acquisition Act or of West Bengal Land Regulation Act or if any other provision or any other Act or Acts.

angreenal escentras or , Abourance -1, Kulkara AND the vendor hereby further declares that he has full, exclusive and absolute right, indefeasible and valid title and full disposing power over the schedule mentioned property.

AND the vendor further declares that if the title to the schedule property or any part thereof be found defective in any part or the scheduled property or any part thereof being lost to the purchaser on account of any claim made thereto by any other person or persons, the vendor and his heirs, or legal representatives shall indemnify and keep indemnified the purchaser or his heirs or legal representatives against such loss together with all costs, charges, and expenses, which he may or shall incur in order or protect his right, title and interest to the property or to defend the same, if the vendor or his heirs fail to do so, then entire consideration price is to be returned by the vendor or his legal representatives to the purchaser or his heirs, legal representatives.

AND the Vendor further declare that the schedule property have not been previously sold, leased, mortgaged, gifted or any other was transferred or encumbered and there is no charge, liens, lispendens or encumbrances whatsoever nor there is any case or suit or proceeding pending civil case before any Court of Law.

AND subsequently if it is found that the representations made by the Vendor in these presents as well as in these covenants are false and fabricated and the purchaser may suffer any loss or charges or damages, the Vendor or any other person or persons relating to them shall be liable to compensates the loss or damages as may be sustained by the Purchaser.

If any error or omission in the recital of the Deed of Conveyance, transpires at a late date, the Vendor at the cost and request of the Purchaser shall do and execute or cause to be done or execute any "Supplementary Deed" or "Deed of Declaration" or "Deed of Rectification" whatsoever in favour of the Purchaser.

AL WAR PERSONAL PROPERTY

SCHEDULE OF PROPERTY

ALL THAT PIECE AND PARCEL of land measuring more or less 6 (Six) Katha, 5(Five) Chittaks & 9(Nine) Square Feet alongwith 16 (Sixteen) old and dilapidated rooms thereon made by brick built wall and tile shed measuring more or less 1820 Sq.ft. under Mouza – Beerpara, Division No.1, Sub-Division No.17, Holding No.5, under Borough No. I, Ward No. 4, and being and at premises No. 24, Beerpara Lane, Kolkata – 700030, P.S.-Chitpur, demarcated as Plot-A, by Colour "RED" in the map annexed herewith, with all structures, easement rights, privileges, advantages, and benefits attached therein and thereto which is more specifically delineated in the sketch map or plan marked with RED border lines hereto which is being part and parcel of this Deed and butted and bounded as follows:

ON THE NORTH :Plot 'B' of 24, Beerpara Lane,
Kolkata

ON THE SOUTH :Premises No. 22, Beerpara Lane,
Kolkata

ON THE EAST :Road of Kolkata Municipal

Corporation, Beerpara Lane, Kolkata.

ON THE WEST :Premises No. 29B Beerpara Lane,
Kolkata.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

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ADDITIONAL PEDISTRAR OF PUSSURANCESA, KOLKATA IN WITNESSES WHEREOF the vendor have set and subscribed their respective hands and seals they day, month and year written first here above.

SEALED, SIGNED AND DELIVERED IN PRESENCE OF WITNESSES:

1. Sampay Jain

2. Sarbøjit Ghosh.

Advocate.

High Court, Kolkata.

3. Sulhasis Bhaltachnysh. 24, Bir Barahane. cal-30

Drafted by me as per documents and information furnished by the Vendor.

Advocate.

MD MAHFUZ TAKRIM

B. Sc. SPL. B.A (Double) M.A. LL B. C.V.R.
Advocate, Surveyor alust Real Estate Manager

Sr. Law Officer

EDEN GROUP

6C, Elgin Road, Kolkata-20

Maninga Charles Bhitta Charger (Signature of the Vendor)

For Asiatic Board Mills (P) Ltd.

White Kuman Hadi

Director

(Signature of the Purchaser)

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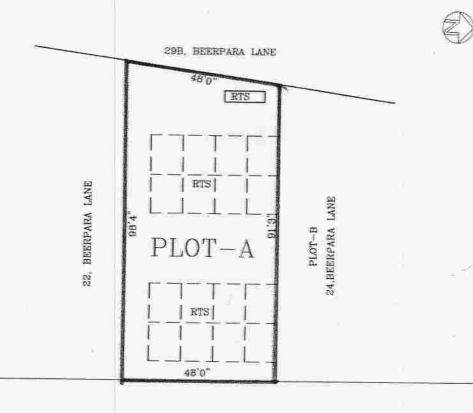
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APPRITATION REGISTRAR OF ASSURANCES I, KOLKATA

SITE PLAN SHOWN THE PLOT OF LAND MARKED WITH RED BORDER PROPOSED TO BE SOLD TO M/S ASIATIC BOARD MILLS (P) LTD. AT PREMISES NO. – 24, BEERPARA LANE, K.M.C WARD NO – 04, BAROUGH – I, KOLKATA – 700 030.

AREA OF PLOT = 06 K. 05 CH. 09 SFT.

(Shown in Red Border Line)



35'0" WIDE BEERPARA LANE

Manim Chanda Dhattacharja

SIG. OF VENDER

Appear and the same

#MOTOR OF STREET OF STREET

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs16,00,000/- (Rupees Sixteen Lakhs only) being the consideration in full and final payment as per memo below:

MEMO PARTICULAR ISSUED IN THE AMOUNT IN NAME OF RUPEES a) Banker's Cheque vide no. 17392 MANINDRA CHANDRA dated: 1/8/07 issued by ICICI Bank Limited. Rs. 3,00,000/-BHATTACHARYA b) Banker's Cheque vide no. MANINDRA CHANDRA 117415 dated:31.07.2007 Rs. 5,00,000/issued BHATTACHARYA by ICICI Bank Limited. Rs. 6,00,000/c) Banker's Cheque vide no. MANINDRA CHANDRA 117416 dated: 31.07.2007 issued BHATTACHARYA by ICICI Bank Limited b) By Cash MANINDRA CHANDRA Rs. 2,00,000/-BHATTACHARYA Rs. 16,00,000/-TOTAL

TOTAL = RUPEES SIXTEEN LAKHS ONLY

Witnesses: Sayay Jack SANLINY TO THE SE

2. Sarbeijit Ghosh. Advocate. High Court, Kolkata. SIGNATURE OF THE VENDOR

3) Subhesis Blattechinge 24, Birpara Jane. Cal-30 1928 2007





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ADDITIONAL OF GISTRADICAL ASSESSMENT OF THE PROPERTY OF THE PARTY.