



Sarani, Kolkata-700 006 being the Joint Special Officers appointed by the Hon'ble High Court at Calcutta G.A.No. 1159 of 2001 arising out of Civil Suit No.150 of 2001 (Rameshwar Prasad Jaiswal and Anr. .... Plaintiffs -Vs-Kamal Prasad Jaiswal & Ors. ... Detendants and Pankaj Jaiswal ... Proforma Defendant) and M/S.R.TARRUCK & CO., a registered partnership firm having its registered office at No.8, Cornwalis Street, now known as Bidhan Sarani, P.S.Amherest Street, Kolkata-700 006 represented by its partners namely (1) PANKAJ JAISWAL, son of Rameshwar Prasad Jaiswal by faith Hindu, by occupation Business and (A) SM.SUSHMA JAISWAL, wife of the said Pankaj Jaiswal, by faith Hindu, by occupation Business, both residing at No. 8, Cornwalis Street, now known as Bidhan Sarani, Street, Kolkata-700006 P.S.Amherest hereinafter (AUJCH ES "ENDORS" ," collectively referred to as "the expression shall unless excluded by or repugnant\* to the No context be deemed to include the successor or successor in-office of the said Joint Special Officers the partner or partners for the time being of the said partnership firm and their respective heirs, executors, administrators, representatives and assigns) of the ONE

AND

AHW STEELS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its

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"SHYAM KUNJ" at premises No.12C, Lord Sinha Road, P.S.Shakespeare Sarani, Kolkata-700 071, hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed successor or successors-in-Office, its include representatives and assigns) of the OTHER PART.

## WHEREAS:

Bengali Kobala dated the 23rd day of February, 1960 and made between Panchu Gopal Ghosh, Khagendranath Ghosh, Satyendranath Ghosh, Sunil Kumar Ghosh, Saroj Kumar Ghosh, Sushil Kumar Ghosh, Sudhir Kumar Ghosh, Sadananda Ghosh and Smt. Anila Bala Ghosh therein collectively referred to as the Vendors of the One Part and M/s. R. Tarruck & Co. therein referred to as the Purchaser of the Other Part and registered at the office of the Cossipore Dum Dum Sub-Registration Office, in Books, as No.I, Volume No.32, Pages 30 to 34, Being No.1413 for the ... year 1960 the Vendors therein-named for the consideration therein-mentioned granted sold conveyed than ferred assigned and assured unto and in favour of the Purchaser ; therein-named FIRSTLY All That the piece or parcel of

Rayati Mokarari Swattya Bisistha land, containing an area 0.46 satak equivalent to 1 Bigha 7 Cottahs 13 Chittacks GUNTSCOUNT and 12 Sq.ft. be the same a little more or less in Zamindar's Khatian No. 697, Ka, Kha and Ga, Proja Khatian

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parcel of Rayati Mokarari Swattya Bisistha land, containing an area of 0.35 satak, equivalent to 1 bigha 1 cottah 2 chittacks and 35 sq.ft. be the same a little more or less in Zamindar's Khatian No.697 Ka, Kha and Ga, Proja Khatian No. 820, C.S. Dag No. 3317 and THIRDLY All That the piece or parcel of Rayati Mokarari Swattya Bisistha land containing an area of 0.71 satak equivalent to 2 bighas 2 cottahs 15 chittacks and 12 Sq.ft. be the same a little more or less in Zamindar's Khatian No. 697 Ka, Kha and Ga, Proja Khatian No.821, Dag No.3317 together containing in the aggregate an area of 1.52 acres equivalent to 4 bighas 11 cottahs 15 chittacks and 14 Sq.ft. be the same a or less all in Mouza Ariadaha little more Kamarhati, Village Ariadaha, Pargana Kalikata, J.L.No.1, R.S.No.12, Touzi No.173, P.S.Baranagar, Sub-Registry Cossipore Dum Dum, District Registration Office Alipore in the District of 24 Parganas and included within Kamarhatir Municipality being portion of Municipal Holding No.1570 and hereinafter for the sake of brevity collectively bang referred to as the "First Mentioned Property" and delineated in the map or plan thereto annexed and thereon ... bordered red together with 16 feet wide common passage

leading from Feeder Road for the purpose of ingress and ress from and out of the said First Mentioned Property S.M.W. SCOUN and shown in the said map or plan thereto annexed and also together with all rights, benefits, easements and

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Brojeswar Bhar, Advocate 2.M.M.S. Court Calcutta1 8 MAR 2010

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described in the Schedule thereunder written absolutely and forever free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent to the then Zamindar's now to the Collector of 24 Pargands on behalf of the Government of West Bengal.

By another Bengali Kobala dated the 23rd February, 1960 and made between Satyendranath Ghosh, Sunil Kumar Ghosh, Saroj Kumar Ghosh, Sushil Kumar Ghosh, Sudhir Kumar Ghosh, Sadananda Ghosh, Smt. Anila Bala Ghosh and Sri Panchu Gopal Ghosh therein collectively referred to as the Vendors of the One Part and M/s.R. Tarruck & Co. therein referred to as the Purchaser of the Other Part and registered at the office of the Cossipore Dum Dum Sub-Registration Office in Book No.I, Volume No.29, Pages 134 to 138, Being No.1414 for the year 1960, the Vendors thexein-named for consideration therein-mentioned granted sold gonveyed transferred assigned and assured unto and in favour of the " Purchaser therein-named All That the piece or parcel of Rayati Mokarari Swattya Bisistha land, containing an area of 0.29 satak, equivalent to 17 Cottahs 15 Chittacks and 32 Sq.ft. be the same a little more or less in Zamindar's Khatian No.697 Ka, Kha and Ga, Proja Khaitan No.812,

Khatian No.697 Ka, Kha and Ga, Proja Khaitan No.812, O.S.Dag No.3316 in Mouza Ariadaha Kamarhati, Village Lavorna Ariadaha, R.S.No.12, Pargana Kalikata, J.L.No.1, Touji

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Parganas and included within Kamarhati Municipality being portion of Municipal Holding No.1570 and hereinafter for the sake of brevity referred to as the "Second Mentioned Property" and delineated in the map or plan thereto annexed and thereon bordered Red more particularly described in the Schedule thereunder written absolutely and forever free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent to the then Zamindar's now to the Collector of 24 Parganas on behalf of the Government of West Bengal.

3. By an Indenture of Conveyance dated the 25th day of March,1960 and made between Gobinda Mohan Chatterjee, Murari Mohan Chatterjee, Arun Kumar Chatterjee and Smt.Uma Devi therein collectively referred to as the Vendors of the One Part and M/s.R.Tarruck & Co therein referred to as the Purchaser of the Other Part and registered at the English office of the Cossipore Dum Dum Sub-Registration Office in Book No.I, Volume No.39, Pages 196 to 201, Being No.2479 for the year 1960, the Vendors therein-named for the consideration therein-mentioned granted sold transferred conveyed assigned and assured unto and in favour of the Purchaser therein-named, inter alia, All That the piece or

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Khatian Nos.2827, 2829 and 2831, C.S. Dag No.3312/3887 in Mouza Ariadaha Kamarhati, Village Ariadaha, R.S.No.12, Pargana Kalikata, J.L.No.I, Touzi No.173, P.S.Baranagar, Sub-Registry Cossipore Dum Dum, District Registration Office Alipore, in the district of 24 Parganas and hereinafter for the sake of brevity referred to as the "Third Mentioned Property" along with other land more particularly described in Schedule 'A' thereunder written absolutely and forever free from all encumbrances and liabilities whatsoever but subject to the payment of the

4. The said First Mentioned Property, the Second Mentioned Property and the Third Mentioned Property are contiguous to each other and hereinafter collectively referred to as the "Entire Land".

annual rent to the then Zamindar's now to the Collector of

24 Parganas on behalf of the Government of West Bengal.

Land, the said M/s/R, Tarruck & Co. applied for mutation of their name in the records of the Kamarhati Municipality and the said Kamarhati Municipality mutated the names of the said M/s.R. Tarruck & Co. in its record as the owner of the said Entire Land and the said Entire Land has wind court and the said Entire Land has win

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Holding No. F-28, M.M. Feeder Road by the said Kamarhati Municipality.

- Being thus seised in and sufficiently in possession of the said Entire Land being Municipal Premises No.5/1B, M.M.Feeder Road and also Municipal Holding No.F-28, M.M. Feeder Road of the said Kamarhati Municipality, the said M/s.R.Tarruck & Co. duly constructed and erected brick-built sheds and/or structures thereon or on part thereof (which the said Entire Land and the said brickbuilt sheds and/or structures are hereinafter collectively referred to as the "Entire Property").
- In the premises, the said M/s.R.Tarruck & Co. became seised and possessed of or otherwise well and sufficiently entitled to All Those several brick-built sheds and/or structures together with the pieces or parcels of land, thereunto belonging whereon or on part whereof the same are erected and built- and containing in the aggregate and area of 2.09 acres equivalent to 6 bighas 6 cottahs 14 chittacks and 1 sq.ft. be the same a little more on lens situate lying at and being municipal premises No.5/1B, M. Feeder Road and also Municipal Holding No. F-28,

NYM Feeder Road of Kamarhati Municipality and comprised in MANGE Demindar's Khatian No.697 Ka, Kha & Ga, Proja Khatian Nos.820, 812, 820, 821, 1665/1 and also Khatian Nos.2827,

2829 and 2831, C.S.Dag Nos. 3318, 3316, 3317 3317 and

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3312/3887, Mouza Ariadaha Kamarhati, Village Ariadaha, J.L.No.I, R.S.No.12, Touzi No.173, P.S. Baranagar, Sub-Registration Office Cossipore Dum Dum, District Registration Office Alipore, in the district of 24 Parganas including all rights, benefits, easements and advantages of and in the 16 feet wide common passage and hereinbefore as well as hereinafter collectively referred to as the "Entire Propertjy" free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

8. The said M/s.R.Tarruck & Co was a partnership firm consisting of Shew Prasad Jaiswal, son of Ram Tarak Ram, deceased for self and as Karta of a Joint Mitakashafa.

Hindu family, consisting of himself and his sons Sudesh Jaiswal and Subhas Jaiswal and his wife Sm.Gita Jaiswal and being the members and co-parceners of the said Joint Mitakashara Hindu Family, Satyanarayan Prasad, son of the Said Satyanarayan Prasad and Parmeshwar Prasad, another son of the said Satyanarayan Prasad were the partners thereof and they carried on their business in Co-partnership in terms of a Deed of Partnership dated the 16th December, 1955.

day of January, 1967 and made between the said Shew Prasad
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family consisting of himself and his sons Sudesh Jaiswal and Subhas Jaiswal and his wife Sm. Gita Jaiswal therein referred to as the Retiring partner of the One Part and the said Satyanarayan Prasad, the said Rameshwar Prasad and the said Parmeshwar Prasad therein referred to as the Continuing Partners of the Other Part and registered at the office of the Registrar of Assurances at Calcutta in Book No.I, Volume No.41, Pages 98 to 105, Being No.448 for the year 1967, the said Partnership firm of M/s.R.Tarruck & Co. was dissolved and the partners of the said firm became entitled to the capital and assets of the said firm of M/s.R.Tarruck & Co. in equal shares and in pursuance thereof, the continuing partners therein-named transferred assigned released and confirmed unto the Retiring partner All Those their respective shares estates rights title interest claims and demands whatsoever of and in All That the piece or parcel of land in Mouza Ariadaha Kamarhati; P.S. Baranagar, Sub-Registration Office Cossipore Dum Dum within Kamarhati Municipality in the district of 24 Parganas, J.L.No.1, R.S.No.12, Touzi No.173, containing an area of 0.50 acres equivalent to 1 bigha 10 cottahs and 2 chittacks being portion of C.S.Plot No.3317, Khatian Mps.820 and 821 being the divided and demarcated part or tion of the said Entire Property more particularly MAN'S CO'described Schedule thereunder written the

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and advantages of and in the 16 feet wide common passage TO HOLD the same unto the Retiring partner absolutely and forever.

 By an Indenture of Conveyance dated the 27th day bi March, 2008 and made between Shew Prasad Jaiswal, Sudesh Jaiswal, Subhas Jaiswal therein collectively referred to as the Vendors of the First Part; Sm.Gita Jaiswal therein referred to as the First Confirming Party of the Second Part and Star Rolling Mills Pvt.Ltd. therein referred to as the Second Confirming Party of the Third Part and the said M/s.AHW Steels Ltd. the purchaser herein therein referred to as the Purchaser of the Fourth Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata, the Vendors therein-named for the consideration therein-mentioned granted, sold, gonveyed, transferred, assigned and assured and the First Confirming Party thereinnamed and the Second Confirming Charty thereinnamed respectively concurred and confirmed unto and in favour of the Purchaser herein as such Purchaser therein-named All That the brick-built building, sheds, office rooms, godown, durwan's quarter together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected, built and containing by

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Municilpal Premises No.5/1B, M.M.Feeder Road and also Municipal Holding No.F-28, M.M.Feeder Road of Kamarhati Municipality, Ward No.11, Pin Code No.700057 and comprised in Mouza Ariadaha Kamarhati, Pargana Kalikata and Khatian Nos.820 and 821 respectively, portion of C.S.Plot No.3317, J.L.No.I, R.S.No.12, Touzi No.173, P.S. Baranagar now Belghoria, Sub-Registration Office Cossipore Dum Dum, District Registration Office Alipore now Barasat in the district of 24 Parganas now in the district of 24 Parganas (North) and delineated in the map or plan thereto annexed and thereon bordered red together with all rights, benefits, easements and advantages of and in the 16 feet wide common passage leading from main road known as M.M. Feeder Road to the said divided and demarcated part or portion of the said Municipal Premises No.5/1B, M.M.Feeder Road and also Municipal Holding No. F-28, M.M. Feeder Road of Kamarhati Municipality and delineated in the said map or plan thereto annexed and thereon bordered green more particularly described in the Schedule thereunder written and thereinafter for the sake of brevity collectively referred to as the said premises absolutely and foreve free from all encumbrances and liabilities whatspever ubject to the existing tenancy as aforesaid and also

11. In the premises, the said M/s.R.Tarruck & co. became compare with the Original and possessed of or otherwise well and sufficiently

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entitled to All Those several brick-built sheds and/or structures together with the pieces or parcels of lands thereunto belonging whereon or on part whereof the same are erected and built and containing in the aggregate an area of 1.59 acres equivalent to 4 bighas 16 cottans 12 chittacks and 1 sq.ft. be the same a little more or less situate lying at and being portion of Municipal Premises No.5/1B, M.M.Feeder Road and also portion of Municipal Holding No.F-28, M.M.Feeder Road of Kamarhati Municipality and comprised in Zamindar's Khatian No. 697 Ka, Kha and Ga, Proja Khatian Nos.820, 821, 820, 812, 1665/1 and also 2827, 2829 and 2831, portion of plot No.3317, Plot No.3318, Plot No.3316 portion of plot No.3317 and Plot No.3312/3887, Mouza Ariadaha Kamarhati, Village Ariadaha, R.S.No.12, J.L.No.1, Touzi No.173, P.S.Baranagar, Sub-Registry Cossipore Dum Dum, District Registration Officest of Alipore, in the district of 24 Parganas together with an undivided one-half part or share of and in all rights, benefits, easements and advantages of and in the 16 feet wide common passage and hereinafter for the sake pf brevity collectively referred to as the "Remainder of the said Entire Property" free from all encumbrances and

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existing partners of the said partnership firm of M/s.R.Tarruck & Co.

13. In the premises, the said M/s.R.Tarruck & 160. comprising of the said Pankaj Jaiswal and Sm.Sushma Jaiswal as the partners thereof is seised and possessed of and otherwise well and sufficiently entitled to All That the Remainder of the said Entire Property free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

- 14. Upon such purchase of the said divided and demarcated portion of premises no.5/1B, M.M.Feeder Road, within Kamarhati Municipality from the said Shew Prasad Jaiswal and others, the Purchaser M/s.AHW Steels Ltd and the said M/s.R.Tarruck & Co. became jointly entitled to the said feet wide common passage and no other person whospever has any right or interest ever or in respect of the Said Gard Co. 18 and 18 an
- 15. Upon such purchase of the said divided and demarcated portion of the said premises No.5/1B, M.M.Feeder Road, Kamarhati Municipality by the said AHW Steels Ltd., the said has a boundary abovenamed and the said M/s.R.Tarruck & Co.

It was mutually agreed by and between the said

M/s.R.Tarruck & Co. and the purchaser that the purchaser

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C.M M 's Cut. No - 18/1991 2 & 3, B-0x+5-15 (----), C-14/1-0-031 AHW Steels Ltd will be treated as and become the sole and absolute owner of the said undivided one-half share of the said 16 feet wide common passage and the said M/s.R.Tarruck & Co. will become the owner of the remaining undivided one-half share right, title and interest of the said 16 feet wide common passage.

- 17. In the premises, the said M/s.R.Tarruck & Co. with the consent and concurrence of the purchaser was and is being treated as the owner of the undivided one-half share of the said 16 feet wide common passage and the purchaser with the consent and concurrence of the said M/s.R.Tarruck & Co. is being treated as the owner of the remaining undivided one-half part or share of the said 16 feet wide common passage.
- 18. In the circumstances, the said M/s.K.Tarruck & Co. as the sole and absolute owner of the said undivided one-half, part or share of the said 16 feet wide common passage would have the absolute right to sell and/or dispose, of the same as its own property.
- 19. By virtue of the purchase of the said Entire Property Tespectively from the said Shew Prasad Jaiswal and Others and M/s. R.Tarruck & Co., the Purchaser AHW Steels Ltd is Live Cours and will become the owner of the said entire common passage as its absolute property. No other person having

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any right title or interest whatsoever therein or in part thereof.

20. The said Remainder of the said Entire Property is let-out to Agarwal Hardware Works Pvt.Ltd now known as AHW Steels Ltd at a monthly rent of Rs1,575/- (Rupees One thousand five hundred and seventyfive only) per month.

21. One Mr.Rameshwar Prasad Jaiswal and Sm.Raj Jaiswal instituted a suit being G.A.No.1159 of arising out of Civil Suit No.150 of 2001 in the High Court at Calcutta in its Ordinary Original Jurisdiction against Kamal Prasad Jaiswal, Sm. Pushpa Jaiswal and The Sun Engineering Works Pvt.Ltd. being the defendants/respondents nos.1, 2 and 3 thereto and Pankaj Jaiswal being the Proforma defendant/Respondent\_No-4 injunction pernetual thereto, inter alia, for a restraining the defendant nos.1 and 2 and each of them from in any way dealing with and/or disposing of and/or Bonga encumbering any of the properties and assets of defendant no.3 The Sun Engineering Works Pvt.Ltd.

22. All disputes and differences between the parties to said civil suit No.150 of 2001 were amicably settled the parties to the said civil suit No.150 of 2001 filed a Terms of Settlement in the said Civil Suit and the said Civil suit No.150 of 2001 was decreed on 5th July, 2001

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- 23. Under the said decree passed in the said civil suit No.150 of 2001 in terms of the said Terms of Settlement, it was, inter alia, decreed that -
- a) Mr.Arun Chandra Mukherjee, Advocate and Mf. Sailesh Jaiswal be appointed as Joint Special Officers (hereinbefore as well as hereinafter referred to as "the said Joint Special Officers") over the landed properties in the name of The Sun Engineering Works Pvt.Ltd. and R.Tarruck & Co. situated at Kamarhati and having their registered office at 8, Bidhan Sarani, Kolkata-700 006 as mentioned in the Schedule 'A' to the said Terms of Settlement;
- b) The defendant nos.1, 2 and 3 and the Proforma defendant no.4 would handover (and accordingly have handedover) all the deeds related to the landed properties to the said Joint Special Officers herein to take appropriate steps to sell the landed properties as mentioned in the Schedule 'A' to the said Terms of the Settlement.

24. Pursuant to and in accordance with the directions contained in the said decree passed in the said civil suit 0.150 of 2001 in terms of the said Terms of Settlement, are courtle said Joint Special Officers and the said M/s.R. Co. (hereinbefore as well as hereinafter collectively referred to as "the Vendors") Thave agreed to

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sell and the purchaser has agreed to purchase absolutely FIRSTLY ALL THAT the piece or parcel of land containing an area of 0.29 Acre equivalent to 17 cottahs 15 chattacks 32 sq.ft. be the same a little more or less in Khatian No. 812, bag No. 3316, SECONDLY ALL THAT the piece of parcel of land containing an area of 0.52 Acre equivalent to 1 bigha 11 cottahs 5 chittacks and 38 sq.ft. be the same a little more or less in Khatian Nos.820 and 821, Dag No.3317, THIRDLY ALL THAT the piece or parcel of land containing an area of 0.44 Acre equivalent to 1 bigha 6 cottahs 9 chittacks and 6 sq.ft. be the same a little more or less in Khatian No.820, Dag No.3318 and FOURTHLY ALL THAT the piece or parcel of land containing an area of equivalent to 3 cottahs 13 chittacks and 28 sq.ft. be the same a little more or less in Khatian No.1665/1 now Khatian Nos.2827, 2829 and 2831, No.3312/3887 together with the brick-built building, office-block, Security rooms, Staff Quarter, godown, Pump- 4 Claret of Zest Bangelo house, Toilet Block, well, weigh-bridge, durwan's quarter erected thereon or on part thereof together containing-in the aggregate an area of 1.31 Acre equivalent to 3 bighas 19 cottahs 12 chittacks and 14 sq.ft. be the same a little

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1870 Fremises No.5/1B, M.M.Feeder Road and also portion of

Municipal Holding No.F-28, M.M.Feeder Road of Kamarhati

Municipality, Ward No.11, Pin Code No.700 057 and

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comprised in Mouza Ariadaha Kamarhati, Village Ariadaha, J.L.No.1, R.S.No.12, Touji No.173, Pargana Kalikata, Belgharia, Sub-Registration Office P.S.Baranagar now Cossipore Dum Dum, District Registration Office Alipore now Barasat, in the district of 24 Parganas now in the district of 24 Parganas (North) and delineated in the map or plan hereto annexed and thereon bordered Red Together With an undivided one-half part or share of and in all rights benefits easements and advantages of and in the 16 feet wide common passage i.e. to say an area of 0.14 Acre equivalent to 8 cottahs 7 chittacks and 39 sq.ft. out of the aggregate area of 0.28 Acre equivalent to 16 cottahs, 15 chittacks and 32 sq.ft. formed out of Dag Nos.3317, 3318 and 3312/3887, leading from the main road known as M.M.Feeder Road to the said divided and demarcated remaining part or portion of the said Municipal Premises. No.5/1B, M.M.Feeder Road and also portion of Municipal Holding No.F-28, M.M. Feeder Road of Kamarhati, Municipality "6 and delineated in the said map or plan hereto annuxed and " the the thereon bordered Green being a part or portion property described in item No.5 of the Schedule 'A' to the said Terms of Settlement more particularly described in

sake of brevity collectively referred to as the "said to brevity collectively referred to as the "said to brewits at or for the price or consideration of Rs. 48,00,000/-(Rupees Fortyeight lacs only) subject to the

existing tenancy as aforesaid and also subject to the

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tenure governing the same but otherwise free from all encumbrances and liabilities whatsoever.

NOW THIS INDENTURE WITNESSETH THAT in the premises aforesaid and in pursuance of the said agreement and im consideration of the sum of Rs.40,00,000/- (Rupees Fortyeight lacs only) paid by the purchaser to the said M/s.R.Tarruck & Co. at the request and direction of the said Joint Special Officers at or before the execution of these presents (the receipt whereof the vendors do and each of them doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby, acquit, release and forever discharge the purchaser as well as the plrolperty hereby transferred and conveyed) the Joint Special Officers under and by virtue of the powers and authorities vested in them in terms of the order dated Sth se day of July, 2001 passed by the Hon'ble High Court at. Calcutta in Civil Suit, No. 150 of 2001 in terms of the said Terms of Settlement, the said Joint Special Officers and the said M/s.R.Tarruck & Co. (and hereinbefore as wellwas hereinafter collectively referred to as the Vendors) do Don'd each of them doth hereby grant, sell,

transfer, assign and assure unto and in favour of the Chaser FIRSTLY ALL THAT the piece or parcel of land containing an area of 0.29 Acre equivalent to 17 cottahs

15 chattacks 32 sq.ft. be the same a little more or less

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in Khatian No.812, Dag No.3316, SECONDLY ALL THAT the piece or parcel of land containing an area of 0.52 Acre equivalent to 1 bigha 11 cottahs 5 chittacks and 38 sq.ft. be the same a little more or less in Khatian Nos.820 and 821, Dag No. 3317, THIRDLY ALL THAT the piece or parcel of land containing an area of 0.44 Acre equivalent to 1 bigha 6 cottahs 9 chittacks and 6 sq.ft. be the same a little more or less in Khatian No.820, Dag No.3318 and FOURTHLY ALL THAT the piece or parcel of land containing an area of 0.06 Acre equivalent to 3 cottahs 13 chittacks and 28 sq.ft. be the same a little more or less in Khatian No.1665/1 now Khatian Nos.2827, 2829 and 2831, Dag No.3312/3887 together with the brick-built building, office-block, Security rooms, Staff quarter, godown, Pumphouse, Toilet block, well, Weigh Bridge, durwan's quarter erected thereon or on part thereof together containing in the aggregate an area of 1.31 Acre equivalent to 3 bighate, 19 cottahs 12 chittacks and 14 sq.ft. be the same a little ! more or less situate lying at and being the divided and Ango demarcated remaining part or portion of the said Municipal Premises No.5/1B, M.M.Feeder Road and also portion of Municipal Holding No.F-28, M.M.Feeder Road of Kamarhati AR Municipality, Ward No.11, Pin Code No.700 057 and comprised in Mouza Ariadaha Kamarhati, Village Ariadaha, argana Kalikata, J.L.No.I, R.S.No.12, Touzi No.173,

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now Barasat, in the district of 24 Parganas now in the district of 24 Parganas (North) and delineated in the map or plan hereto annexed and thereon bordered Red Together With an undivided one-half part or share of and in all rights penefits easements and advantages of and in the 16 feet wide common passage i.e. to say an area of 0.14 Acre equivalent to 8 cottahs 7 chittacks and 39 sq.ft. out of the aggregate area of 0.28 Acre equivalent to 16 cottahs, 15 chittacks and 32 sq.ft. formed out of Dag Nos.3317, 3318 and 3312/3887, leading from the main road known as M.M.Feeder Road to the said divided and demarcated remaining part or portion of the said Municipal Premises No.5/1B, M.M.Feeder Road and also portion of Municipal Holding No.F-28, M.M.Feeder Road of Kamarhati Municipality and delineated in the said map or plan hereto annexed and thereon bordered Green being a part or portion of property described in item No.5 of the Schedule 'A' of the said Terms of Settlement more particularly described the Schedule hereunder written and hereinbefore as wellhereinafter for the sake of brevity collectively referred to as the "said Premises" OR HOWSOEVER OTHERWISE the said premises or any part thereof now are or is or at any time or times heretofore were or was situated, butted, bounded, numbered, described or distinguished known, TOGETHER WITH all paths, passages, waters, water-courses, Sewers, drains And all manner of former and other lights,

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advantages appendages and appurtenances whatsoever to the said premises belonging or in anywise appertaining or held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto respectively AND the reversion or reversions, remainder or remainders AND All the rents, issues and profits thereof AND ALL and every part thereof And all the legal incidents thereof And all the estate, right, title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendors in to upon or in respect of the said premises and every part thereof herein comprised and hereby granted and transferred and every part thereof AND ALL deeds, pattahs, muniments, writings and evidences of title which in anywise relating to the said premises or any part thereof which now are or hereinafter shall or may be in the custody, power or possession of the Vendors or any of them or any person of persons from whom the "Vendors or any of them can or may procure the same without any action or suit at law one in . " equity TO HAVE AND TO HOLD the said premises AND ALIA AND SINGULAR other the premises herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be Together with all other ights, interests, members and appurtenances belonging

the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever subject to the

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existing tenancy as aforesaid and also subject to the tenure governing the same.

- 2. The Vendors do and each of them doth hereby covenant with the Purchaser:
  - (1) That the Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises free from all encumbrances and liabilities whatsoever subject to the existing tenancy as aforesaid and also subject to the tenure governing the same.
  - (2) That the Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure ALL AND SINGULAR the said premises hereby granted, sold, conveyed, assured or transferred, assigned and expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents free from all liabilities whatsoever encumbrances and the existing tenancy as subject to aforesaid and also subject to the tenure



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That the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said premises hereby granted, sold. conveyed transferred and receive and enjoy the rents, issues and profits thereof and every part thereof without any lawful let, suit, trouble, eviction, interruption, disturbance claim and demand whatsoever from of or by the Vendors or any of them or other person or persons lawfully or equitably claiming from through under or in trust for the Vendors or any of them.

That free and clear and freely and clearly absolutely acquitted, exonerated, released and discharged or otherwise by and at the cost and expenses of the Vendors well and sufficiently saved, defended, kept harmless, and indemnified of 'against all and all manner of former other estates, charges, mortgages, pleadges, hypothecation, liens, lispendens, debts, attachments (including attachment under any Certificate Case or proceedings) executions encumbrances and liabilities

whatsoever made or suffered by the Vendor.



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(5) That the Vendors do and each of them doth hereby further covenant with the Purchaser and declare that no notice has been served upon the vendors or any of them for acquisition and/or requisition of the said premises or any part thereof and that the said premises or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceedings are pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said premises or any part thereof.

(6) The Vendors do and each of them doth hereby further covenant with the Purchaser. that any time done the Vendors have not at executed or performed or suffered to the A contrary or been party or privy to alive age. deed, matter or thing whereby or by reason

for by means whereof the said premises or any part thereof is or are or may be impeached, charged encumbered or affected by reason whereof the Vendors prevented from conveying the said premises in the manner aforesaid;

(7) Further that the Vendors and all persons having or lawfully or equitably claiming

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any estate, right, title, interest, property, claim and demand whatsoever into or upon the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make, do, acknowledge and execute or cause to be made, done, acknowledged and executed all such acts, deeds, matters and things whatsoever for further better and perfectly, effectually more satisfactorily granting, transferring and assuring the said premises and every part "5 and parcel thereof unto and to the use of was bear the Purchaser as shall or may be reasonably

It is hereby mutually agreed by and between the parties hereto as follows:-

required:

The vendors as the sole and absolute owner of AND CREATE id undivided one-half part or share of the said 16 feet wide common passage is entitled to sell the same as

its own property and the Vendors herein by these presents

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Brojuswar Dhar, Advocate O.M.M.S. Court, Calcutta.

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is now conveying, transferring and selling the same to the purchaser herein.

- That the Purchaser M/s.AHW Steels Ltd will be treated as and become the sole and absolute owner of the said 16 feet wide common passage.
- By virtue of the purchase of the Entire Property from the said Shew Prasad Jaiswal and others and M/s. R. Tarruck & Co., respectively the Purchaser AHW Steels Ltd is and will become the owner of the said entire 16 feet wide common passage as its absolute property. No other person having any right title or interest whatsoever therein or in part thereof.

### THE SCHEDULE ABOVE REFERRED TO

FIRSTLY ALL THAT the piece or parcel of containing an area of 0.29 Acre equivalent to 17 Scottahs 15 chattacks 32 sq.ft. be the same a little more or Wess in Khatian No.812, Dag No.3316, SECONDLY ALL THAT the piece or parcel of tand containing an area of 0.52 Area equivalent to 1 bigha 11 cottans 5 chittacks and 38 sq.ft. be the same a little more or less in Khatian Nos.820 and 821, Dag No. 3317, THIRDLY ALL THAT the piece or parcel of land containing an area of 0.44 Acre equivalent to 1 bigha 6 cottahs 9 chittacks and 6 sq.ft. be the same a little Phore or less in Khatian No.820, Dag No.3318 and FOURTHLY ALD THAT the piece or parcel of land containing an area of Acre equivalent to 3 cottans 13 chittacks and 28

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sq.ft. be the same a little more or less in Khatian

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C', M. Ca, 's L - Wet Rehis de bane shall on the Gol Version No.1665/1 now Khatian Nos.2827, 2829 and 2831, No.3312/3887 together with the brick-built building, Office block, Security rooms, Staff quarter, godown, Pumphouse, Toilet block, Well, Weigh-Bridge, durwan's quarter erected thereon or on part thereof together containing in the aggregate an area of 1.31 Acre equivalent to 3 bighas 19 cottans 12 chittacks and 14 sq.ft. be the same a little more or less situate lying at and being the divided and demarcated remaining part or portion of the said Municipal Premises No.5/1B, M.M.Feeder Road and also portion of Municipal Holding No.F-28, M.M.Feeder Road of Kamarhati Municipality, Ward No.11, Pin Code No.700 057 and comprised in Mouza Ariadaha Kamarhati, Village Ariadaha, Pargana Kalikata, J.L.No.I, R.S.No.12, Touzi No.173, Cossipore Dum Dum, District Registration Office Alipore now Barasat, in the district of 24 Farganas now in the district of 24 Parganas (North) and delineated in the map or plan hereto annexed and thereon bordered Red and butted and bounded in the manner as follows:-

ON THE NORTH

: By Dag Nos. 3321, 3319, 3373, 3307 and 3312/3887;

ON THE SOUTH

: By Dag Nos.3313, 3315, 3380,

3307 and 3312/3887;

By Day Nos. 3373, 3374,

3375, 3380, 3315 and 3312/3887;

ON THE EAST

AND

11 1 10 : By Dag Nos. 3307, 3317 and

3312/3887.

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Together With an undivided one-half part or share of and in all rights benefits easements and advantages of and in the 16 feet wide common passage i.e. to say an area of 0.14 Acre equivalent to 8 cottans 7 chittacks and 39 sq.ft. out of the aggregate area of 0.28 Acre equivalent to 16 cottans 15 chittacks and 32 sq.ft. formed out of Dag Nos.3317, 3318 and 3312/3887, leading from the main road known as M.M.Feeder Road to the said divided and demarcated remaining part or portion of the said Municipal Premises No.5/1B, M.M.Feeder Road and also portion of Municipal Holding No.F-28, M.M.Feeder Road of Kamarhati Municipality and delineated in the said map or plan hereto annexed and thereon bordered Green.

Pump House, Security Rooms, Weigh-Bridge, Staff quarter and Toilet block is 4411 Sq.ft. more or less.

Structures including Durwan's quarter and godowns is 10,360 sq.ft. more or less.

Well = 70 sq.ft. more or less.

The said building, office block, structures Pump House, Security Rooms, Staff quarter, Toilet block Well, Weigh-Bridge Durwan's quarter and godown were erected and/or constructed in or about the year 1967.

The annual revenue in respect of the above property

Rs.10/-(Rupees Ten only) payable to the Collector of 24
BANGE COUNTY

Parganas (North) on behalf of the Government of West

Bengal.

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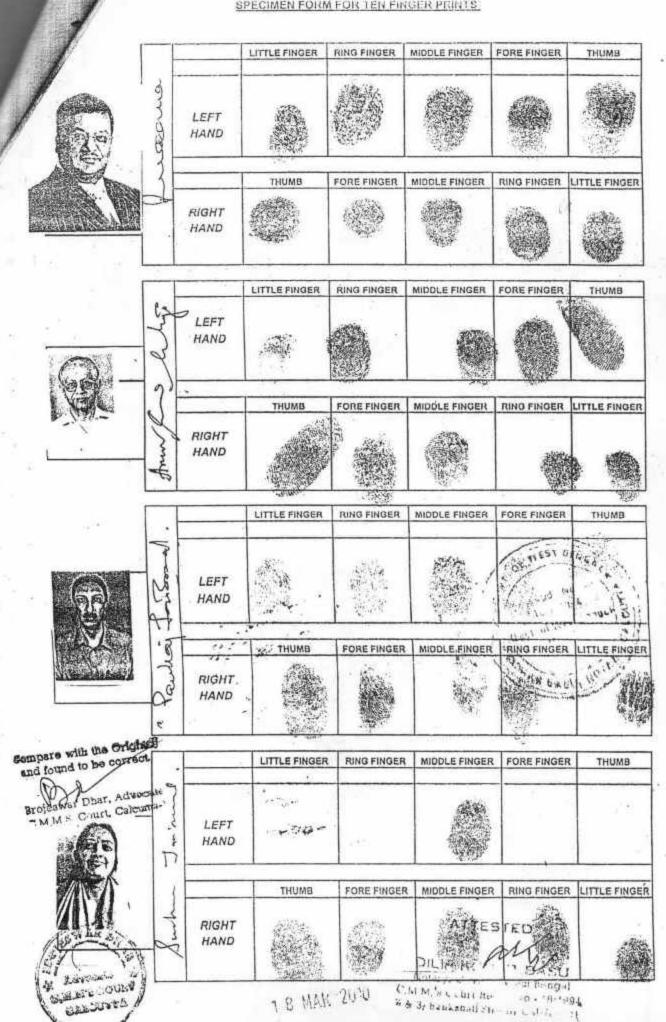
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#### SPECIMEN FORM FOR TEN FINGER PRINTS



# Page No. SPECIMEN FORM TEN FINGERPRINTS

Signature of the executants and/or purchaser Presentants

Presentants					
Saileele Saileele					
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	Little"	Ring	Middle (Left	Fore Hand)	Thumb
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المستندون ا	Thumb	Fore	Middle (Right	Ring Hand)	Little

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# Page No. SPECIMEN FORM TEN FINGERPRINTS

Signature of executants and/or purchaser Presentants 18 Thumb Fore Middle (Left Hand) Ring Little Little Ring Middle Hand) Fore (Right Thumb **Forgt** Middle Ring Hand (Left Little THE BASU Ring Middle Hand) (Right Thumb Thumb Middle Hand) Ring Little Little 1995 Middle Hand) Fore (Right Thumb

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

SIGNED SEALED AND DELIVERED By the VENDORS at Calcutta in the Presence of:-

r- adjon Buy 9,8 a. Roch, Ral-101 Block-C. B. aarden Hownel- 711103

SIGNED SEALED AND DELIVERED

By the PURCHASER at Calcutta

in the Presence of:

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> Uhar, Advocate Court, Calcutte-

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al officer appointed by

Hegy Court Calcutte.

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.48,00,000/- (Rupees Fortyeight lacs only) being the within-mentioned consideration money expressed to have been paid by the Purchaser to the Vendors as per Memo of Consideration below:

........ Rs.48,00,000.00

# MEMO OF CONSIDERATION

Cash 04-03-2010- 40. 48,00,000,00 -

1. Offon Buy

2. April



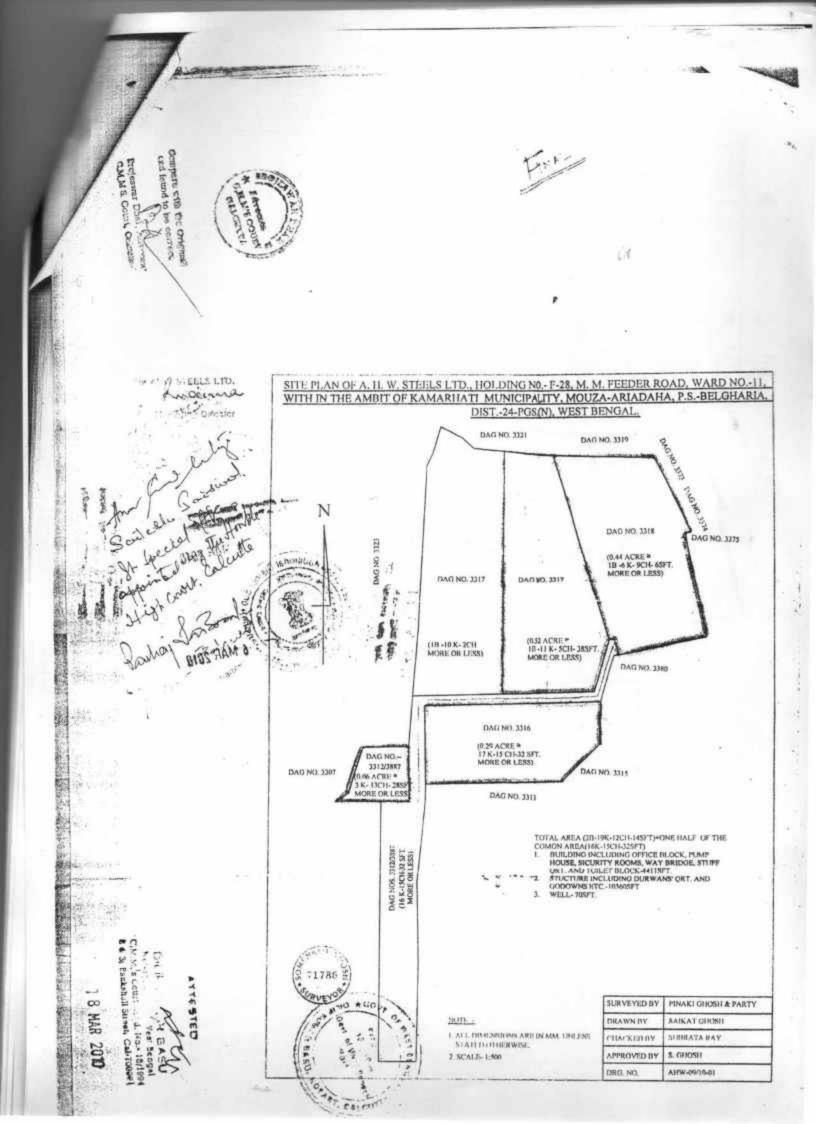
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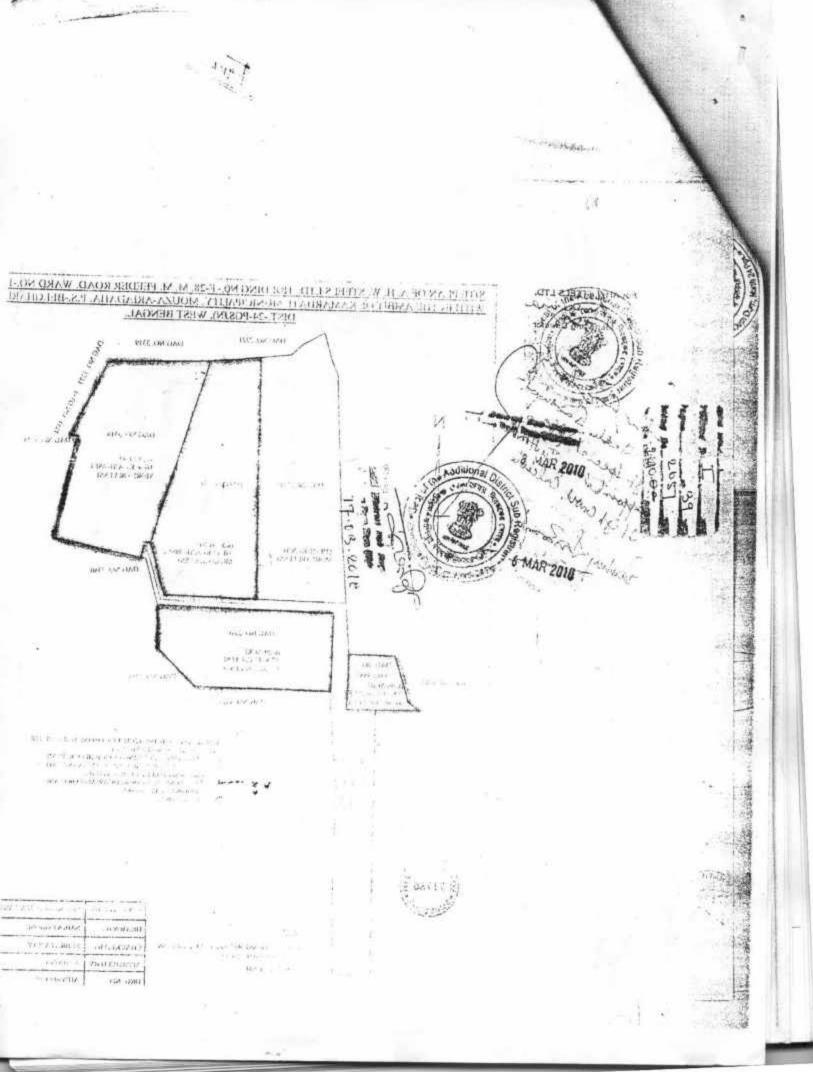
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....... Rs.48,00,000.00

### MEMO OF CONSIDERATION

Ps. 48,00,000,00 |-05-03-2010-

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Brojeswar Dhar, Advocate G.M.M.S. Court, Calcutta-

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