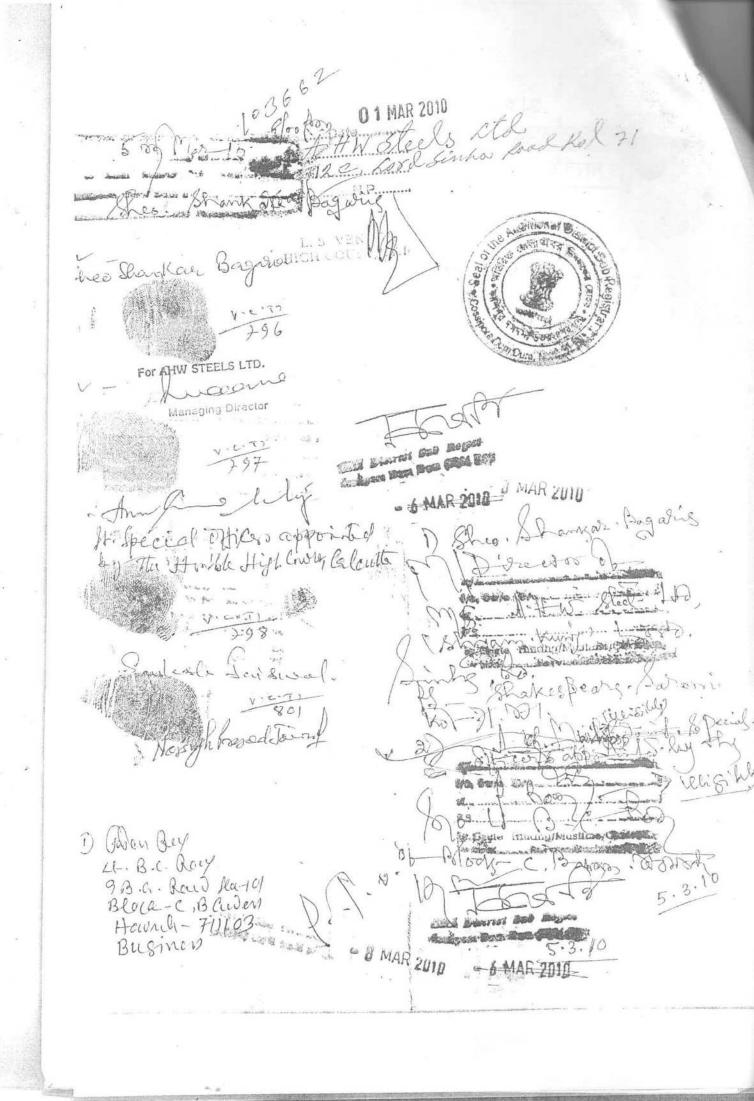
2126 10. Rs.5000 ₹.5000 पाँच हजार रुपय चड्डा पश्चिम बंगांल WEST BENGAL Definit Stamp daty of Re\_13160: e said ate 41 by Bent Graft Ea 051648' 9 03.03.10 · free 27,7010 THIS INDENTURE made this 5th day of Mark ARUN CHANDRA MUKHERJEE, son of Satish Chandra Mukherjee, deceased by profession Advocate, working for gain at No.8, Old Post Office Street, 1st floor, Kolkata-700 001 and (2) SAILESH JAISWAL, son of Parmeshwar Prasad Jaiswal, by occupation business, residing at No.8, Bidhan



Sarani, Kolkata-700 006 being the Joint Special Officers appointed by the Hon'ble High Court at Calcutta in 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. ... Defendants and Pankaj Jaiswal .... Proforma Defendant) and PARMESHWAR PRASAD JAISWAL, RAMESHWAR PRASAD JAISWAL and NARSINGH PRASAD JAISWAL, all sons of Satyanarayan Prasad, deceased, hindu businessmen, all residing at No.8, Cornwalis Street, now known as Bidhan Sarani, P.S.Amherest Street, Kolkata-700 006 hereinafter collectively referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include the successor or successor-in-office of the said Joint Special Officers as well as the respective heirs, executors, administrators, representatives and assigns of the said Rameshwar Prasad Jaiswal, Parmeshwar Prasad Jaiswal and Narsingh Prasad Jaiswal) of the FIRST PART;

### AND

PANKAJ JAISWAL, son of Rameshwar Prasad Jaiswal, by faith hindu, by occupation business, residing at No.8, Cornwalis Street, now known as Bidhan Sarani, P.S. Amherest Street, Kolkata-700 006, hereinafter referred to as "the CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include his

2) Armin, Printego Jams. Special. Sitiles the de Hours lely. Wigh court 3) marsingh. Powood-Jonowal. . Rameswar . Joursans wasfarmeswatz: Porsas: Jais was. Ertito 5 ale les Saly & roatron grover of the Salar . Salar . Salar . Salar . Salar . 6) of Pankais Tars val probab Jon Tel 8ed- 3, 3)-1 Salsh Faibral Parent Brasade, -MSR. Tairnex . Co) 1 Marine Christian Christian O abon Dey 9, B.L. Low, Llw-101 Block-C, B-Culen Howh- 711103 משפש שנים ענות Alma Dem (DAM E) MAR 2010 9 MAR 2010

heirs, executors, administrators, representatives and assigns) of the SECOND PART;

### AND

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AHW STEELS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Flat No.6C of the building known as "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 to include its successor or successors-in-Office, representatives and assigns) of the THIRD PART.

### WHEREAS:

1. By a Bengali Kobala dated the 13<sup>th</sup> day of August, 1955 and made between Krishna Chandra Mitra, therein referred to as the Vendor of the One Part and Satyanarayan Prasad 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.98, Pages 112 and 117, Being No.6860 for the year 1955, the Vendor thereinnamed 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 parcel of rent free Rayati Sthitiban land, measuring .1000 Acre equivalent to 5 cottahs and 2 chittacks be the same a little more or less in Zamindar's Khatian No.697 Ka, Kha and Ga, Proja Khatian No.794, C.S.Dag No.3315 in Kamarhati, Village Ariadaha, Mouza Ariadaha R.S.No.12, Pargana Kalikata, J.L.No.1, Touzi No.173, P.S. Baranagar, Sub-Registry Cossipore Dum Dum, District Registration Office Alipore, in the district 24 Parganas and included within Kamarhati Municipality, being portion of Municipal Holding No.1164/1 and thereafter portion of Municipal Holding No.1377, more particularly described, inter alia, in Item No."Kha" of the Schedule thereunder written and hereinafter for the sake of brevity referred to as "the said Land" 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.

2. While thus seised and possessed of the said Land, the said Satyanarayan Prasad applied for mutation of his name in the records of the Kamarhati Municipality and the said Kamarhati Municipality mutated the name of the said Satyanarayan Prasad in its records as the owner of the said Land and the

said Land has subsequently been assessed and numbered as portion of Municipal Premises No.2010 of Ramkrishna Pally by the said Kamarhati Municipality.

- 3. Being thus seised and possessed of the said Land being portion of municipal premises no.2010, Ramkrishna Pally within Kamarhati Municipality, the said Kamarhati Municipality further re-numbered the said Land being portion of Municipal premises No.481 Ramkrishna Pally within the said Kamarhati Municipality.
- 4. In the premises, the said Satyanarayan Prasad became seised and possessed of or otherwise well and sufficiently entitled to All That the piece or parcel of Sali land, containing an area of 0.10 acre equivalent to 5 cotahs and 2 chittacks be the same a fittle more or less in Zamindar's Khatian No.697 Ka, Kha and Ga, Proja Khatian No.794, C.S.Dag No.3315 situate lying at and being a portion of municipal holding No.481 (formerly portion of municipal holding No.1377 and also prior thereto portion of municipal holding No.1377 and also prior thereto portion of municipal holding No.1377 and also prior thereto portion of municipal holding No.1377 and also prior thereto portion of municipal holding No.1377 and also prior thereto portion of municipal holding No.1164/1) Ramkrishna Pally within Kamarhati Municipality, Ward No.11, pin Code No.700 057 and comprised in Mouza Ariadaha

Kamarhati, Village Ariadaha, Pargana Kalikata, J.L.No.1, 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 and hereinafter referred to as "the said property" free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

- 5. The said Satyanarayan Prasad who was in his life time and at the time of his death, a hindu belonged to the Mitakashara School of Hindu Law and was governed by the Hindu Succession Act, died intestate on or about the 1st day of May,1975, leaving behind his sole widow Sm.Shitala Devi, his three sons namely the said Rameshwar Prasad Jaiswal, Parmeshwar Prasad Jaiswal and Narsingh Prasad Jaiswal as his heiress and heirs him surviving and leaving behind, inter alia, the said property who became collectively entitled to the said property in equal shares.
- 6. The said Sm.Shitala Devi who was in her life time and at the time of her death, a hindu belonged to the Mitakashara School of Hindu Law and was governed by the Hindu Succession Act, died intestate on or about the 7<sup>th</sup> day of April, 1986,

leaving behind her three sons namely the said Rameshwar Prasad Jaiswal, Parmeshwar Prasad Jaiswal and Narsingh Prasad Jaiswal as her heirs her surviving and leaving behind inter alia, the undivided proportionate part or share or interest of and in the said property who became collectively entitled to the same in equal shares.

- Jaiswal, Rameshwar Prasad Jaiswal and Narsingh Prasad Jaiswal are seised and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto to All That the said property more particularly described in the Schedule hereunder written free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.
- 8. The said Rameshwar Prasad Jaiswal and Sm.Raj Rani Jaiswal instituted a suit being G.A.No.1159 of 2001 arising out of Civil Suit No.150 of 2001 in the High Court at Calcutta in its Ordinary Original Civil 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 thereto, inter alia, for a perpetual injunction restraining the defendant nos.1 and 2 and each of them from in any way dealing with and/or disposing of and/or encumbering any of the properties and assets of the defendant no.3 The Sun Engineering Works Pvt. Ltd.

- 9. All disputes and differences between the parties to the said civil suit No.150 of 2001 were amicably settled and 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 5<sup>th</sup> July, 2001 in terms of such terms of settlement.
- 10. 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 -
  - Mr.Arun Chandra Mukherjee, Advocate and Mr.
    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;

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- b) The defendant nos.1, 2 and 3 and the Proforma defendant no.4 would handover (and accordingly have handed over) 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 Settlement.
- Pursuant to and in accordance with the directions contained in the said decree passed in the said Civil Suit No.150 of 2001 in terms of the said Terms of Settlement, the said Joint Special Officers and the said Parmeshwar Prasad Jaiswal, Rameshwar Prasad Jaiswal and Narsingh Prasad Jaiswal (hereinbefore as well as hereinafter collectively referred to as "the Vendors) have agreed to sell and the Purchaser has agreed to purchase absolutely That the piece or parcel All land, containing an area of 0.10 acre equivalent to 5 cottahs and 2 chittacks be the same a little more or less in Zamindar's Khatian No. 697 Ka, Kha and Ga, Proja Khatian No. 794 C.S. Dag No. 3315 situate lying at and being a part or portion of Municipal Holding No.481(formerly portion of municipal holding

No.2010 and prior thereto portion of municipal holding No.1377 and prior thereto portion of municipal holding No.1164/1) Ramkrishna Pally within Kamarhati Municipality, Ward No.11, Pin Code No.700 057 and comprised in Mouza Ariadaha Kamarhati, Village Ariadaha, Pargana Kalikata, J.L.No.1, R.S.No.12, Touzi No.173, P.S. Baranagar, now P.S.Belghoria 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 being a part or portion of the property described in Item No.5 of the Schedule to the said Terms of Settlement more particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as "the said Premises" at or for the price or consideration of Rs.3,00,000/- (Rupees Three Las only) free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

12. At the request of the parties, the Confirming party has agreed to join in these presents and to confirm the same in the manner as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH THAT in the premises aforesaid and in pursuance of the said Agreement and in consideration of the sum of Rs.3,00,000/- (Rupees Three lacs only) paid by the Purchaser to the said Parmeshwar Prasad Jaiswal, Rameshwar Prasad Jaiswal and Narsingh Prasad Jaiswal 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 property 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 the 5th 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 Parmeshwar Prasad Jaiswal, Rameshwar Prasad Jaiswal and Narsingh Prasad Jaiswal (hereinbefrore as well as hereinafter collectively referred to as the Vendors) do them doth hereby grant, sell, convey, and each of transfer, assign and assure and the Confirming party doth hereby concur and confirm unto and in favour of the purchaser All That the piece or parcel of Sali land,

containing an area of 0.10 acre equivalent to 5 cottahs and 2 chittacks be the same a little more or less in Zamindar's Khatian No.697 Ka, Kha and Ga, Proja Khatian No.794 C.S.Dag No.3315 situate lying at and being a part or portion of Municipal Holding No.481 (formerly portion of municipal holding No.2010 and prior thereto portion of municipal holding No.1377 and prior thereto portion of municipal holding No.1164/1) Ramkrishna Pally within Kamarhati Municipality, Ward No.11, Pin Code No.700 057 and comprised in Mouza Ariadaha Kamarhati, Village Ariadaha, Pargana Kalikata, J.L.No.1, R.S.No.12, Touzi No.173, P.S. Baranagar, now P.S.Belghoria 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 being a part or portion of the property described in Item No.5 of the Schedule to the said Terms of Settlement and more particularly described in the Schedule hereunder written and hereinbefore as well as hereinafter for the sake of brevity 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, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, waters, water-courses, sewers, drains And all manner of former and other lights, rights liberties, easements, privileges, emoluments, 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 or persons from whom the Vendors or any of them can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said premises AND ALL 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 rights, interests, members and appurtenances belonging thereunto and every part thereof respectively unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever 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 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, transferred, assigned and assured or 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 encumbrances and liabilities whatsoever subject to the tenure governing the same.
  - 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 and 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.

- and 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 from and against all and all manner of former and 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 Vendors.
- (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.

- further covenant with the Purchaser that the Vendors have not at any time done, executed or performed or suffered to the contrary or been party or privy to any act, deed, matter or thing whereby or by reason or 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 may be prevented from conveying the said premises in the manner aforesaid;
- having or lawfully or equitably claiming 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

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or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times. A 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 more perfectly, effectually or satisfactorily granting, transferring and assuring the said premises and every part and parcel thereof unto and to the use of the Purchaser as shall or may be reasonably required.

### THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of Sali land, containing an area of 0.10 acre equivalent to 5 cottahs and 2 chittacks be the same a little more or less in Zamindar's Khatian No.697 Ka, Kha and Ga, Proja Khatian No.794 C.S.Dag No.3315 situate lying at and being a part or portion of Municipal Holding No.481 (formerly portion of municipal holding No.2010 and prior thereto portion of municipal holding No.1377 and prior thereto portion of municipal holding No.1377 and prior thereto portion of municipal holding No.1164/1) Ramkrishna Pally within Kamarhati Municipality, Ward No.11, Pin Code No.700 057 and comprised in Mouza

Ariadaha Kamarhati, Village Ariadaha, Pargana Kalikata, J.L.No.1, R.S.No.12, Touzi No.173, P.S. Baranagar, now P.S.Belghoria 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 being a part or portion of the property described in Item No.5 of the Schedule to the said Terms of Settlement more particularly described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and butted and bounded in the manner as follows, that is to say —

ON THE NORTH BY : Dag No.3316;

ON THE SOUTH BY : the land belonging to

Others;

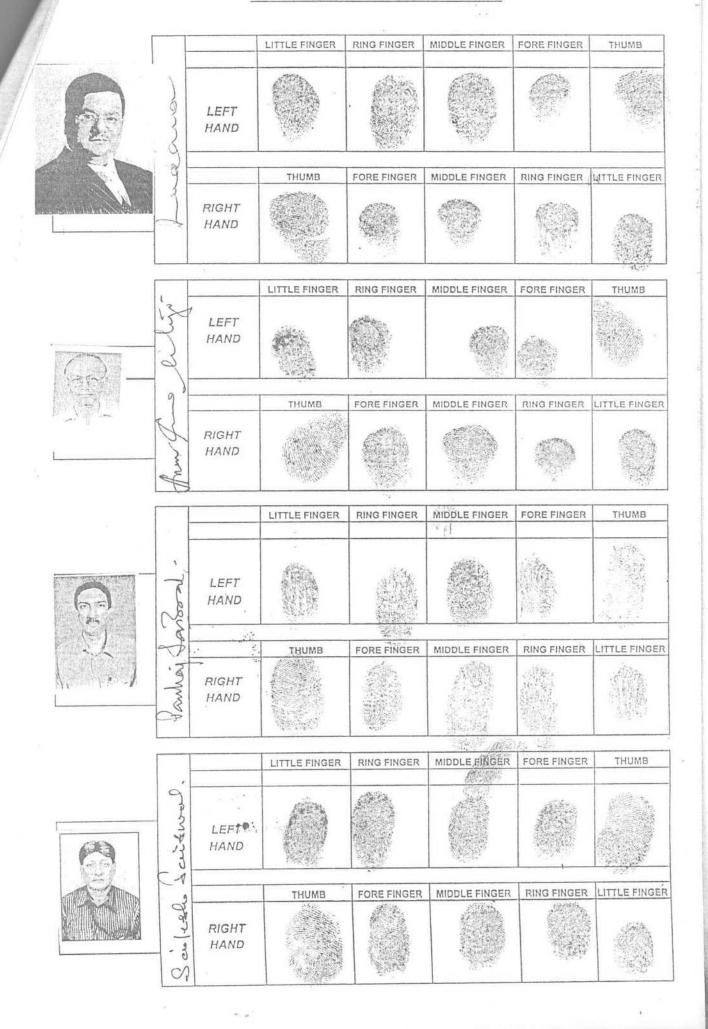
ON THE EAST BY : Dag No.3380;

AND

ON THE WEST BY : Dag No.3313.

The annual revenue in respect of the above property is Rs.0/63P. \*(Rupees Nil paise sixty three only) payable to the Collector of 24-Parganas (North) on behalf of the Government of West Bengal.

### SPECIMEN FORM FOR TEN FINGER PRINTS



# Page No. SPECIMEN FORM TEN FINGERPRINTS

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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:-

O Mon Bey 9, B.a. Rosen Plat-101 Block - C Backen Hewnh-711103

2 Bighan Sami

SIGNED SEALED AND DELIVERED

By the CONFIRMING PARTY at

Calcutta in the presence of :-

1 Galon : Buy

2 Pert

Saintel Dentwood.

So and Le Dentwood.

So appointed by the Horble High Lour, Calcute

Narringh homed James and Armeshwar Grand James Lander Comments and Comment

SIGNED SEALED AND DELIVERED

By the PURCHASER at Calcutta

in the Presence of:

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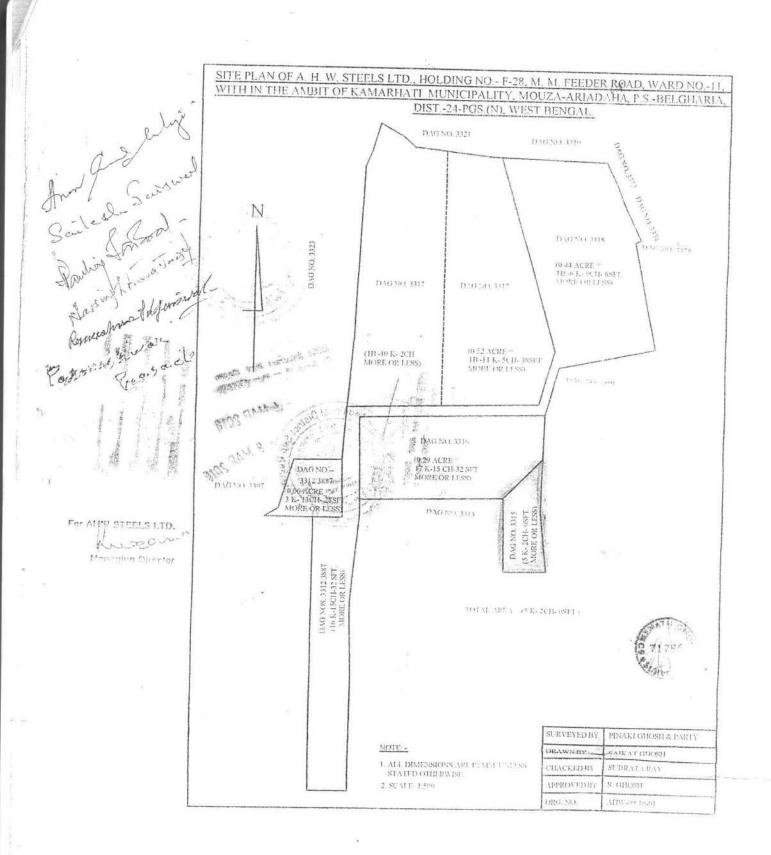
For AHW STEELS LTD.

Managing Director

SHED SHANKAR BAGARIA

## Page No. SPECIMEN FORM TEN FINGERPRINTS

	SPEC	IMEN FORM	TEN FINGERPR	INTS	
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RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.3,00,000/- (Rupees Three 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.3,00,000.00

#### MEMO OF CONSIDERATION

CASK. 05-03-200. Rs. 3.00000+

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### DATED THIS 5 TADAY OF March , 2010.

### BETWEEN

MR.ARUN CHANDRA MUKHERJEE & ORS.

14

AND

PANKAJ JAISWAL

AND

M/S.AHW STEELS LIMITED

DEED OF CONVEYANCE

P.D.HIMATSINGKA & CO. Solicitors & Advocates 6, Old Post Office Street Kolkata-700 001.