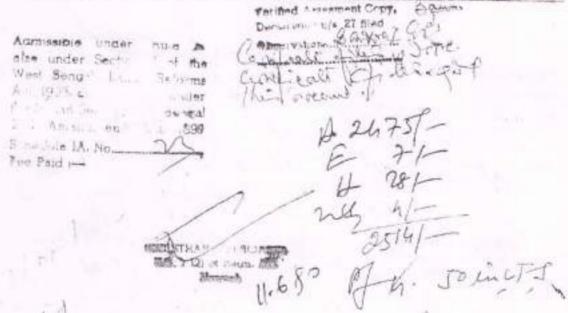
5000Rs





THIS INDENTURE made this // I day of Fugue One Thousand Hine hundred and Hinoty B E T W E B N MESSRS PARUI & CO. a Partnership firm registered under the Indian Partnership Act, represented by its Partners (1) Sahadeb Parui , (2) SHIE CHANDRA PARUI, (3) RAMESH CHANDRA PARUI (A) KRISHWADHAN PARUI (5) PARSSH CHAMDRA PARUI all sons of Late Uttam Chandra Parui and (6) SAMIR KUMAR PARUI son of Shib Chandra Parui and having its office in Makardaha Road, P.G. Bankra District Howrah, hereinafter called " the V E N D O R S" (which expression shall undess excluded by



-2-

by or there be something repugnant to the subject or context be deemed to include its successor or successors of the present partners and their respective heirs executors administrators and legal representatives) of the FIRST PART A N D (1) SAHADEB PARUI, (2) SHIB CHANDRA PARUI (3) PARESH CHANDRA PARUI, (4) RAMESH CHANDRA PARUI, (5) KRISHNADHAN PARUI all sons of Late Uttam Chandra Parui and (6) SAMIR KUMAR PARUI son of Shib Chandra Parui, all residing at Village & P.O. Domjur, District Howrah for selves and as partners of PARUI & CO. a Registered partnership firm having its offices and factors at Makarda Road P.O.Bankra, P.S.Domjur, District Howrah, hereinefter jointly called "the CONFIRMING PARTY" (which expression shall Unless



-3-

unless excluded by or there be something repugnant to
the subject or context be deemed to include their respective
heirs executors administrators and legal representatives)
of the SECOND PART A N D SHARPEDGESSRING PRIVATE LIMITED
a Company registered under the Companies Act, 1956 and
having its Registered Office at No. 1 & 2 Old Court House
Corner , Calcutta-1, hereinafter called "the PURCHASER"
(which expression shall unless excluded by or there be
something repugnant to the subject or context be deemed to
include its successor or successors-in-interest and assigns)
of the THIRD PART.



-4-

whereas by a Bengali Cobala dated 27th Kartick 1364 Bis.
corresponding to 13th day of November, 1957 executed between
(1) Hafizar Rahaman Fiyada, (2) Mustt. Umehno Bibi for self
and on behalf of her minor son Supiya Rahaman Fiyada as
Vendors therein and (1) Sahadeb Parui, (2) Shib Chandra
Parui, (3) Faresh Chandra Farui, (4) Ramesh Chandra Farui
and (5) Krishna Dhan Farui, the Vendors herein as Furchasers therein registered in Book No.1, Volume No. 36,
Pages 274 to 276, Being No. 2818 for the year 1957 the said
Furchaser Furchased All That piece or parcel of land situated
on the Western side measuring 127'ft. in lengthf rom Louth
to North and 15'ft. in width from East to West in all
measuring 4% decimal equivalent to 2 cottahs 10 chittacks along



-5-

along with Seven Commonstates being a portion of .50 decimals of land in Dag No. 662, Khatian No. 1406, Touri No. 3989 in Mouza Bankra, Pargana Khalore, P.S. & Sub-Registry Domjur, District Howrah, the proportionate rent for the same is -/7/8/-(Seven annes eight pies) at and for the consideration mentioned therein.

AND WHEREAS by a Bengali Cobala dated 24th Pous, 1364
B.S. corresponding to 8th day of January, 1958 executed
between Samsul Haque Maskar as Vendor therein and Sahadeb
Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh
Chandra Parui and Krishna Dhan Parui the Vendors herein
as Purchasers therein registered in Book No. 1, Volume No.1

150



-6-

rages 252 to 256 , Being No.56 for the year 1958 with
the Sub-Registrar of Domjur, Howrah the said Purchasers
purchased in all four plots of land consisting of All Those
(1) the piece or parcel of land measuring .04 decimals in
Dag No. 658, Khatian No. 1223, (ii) Danga land with trees
measuring .07 decimals in Dag No. 659, Khatian No. 1223,
(iii) Danga land with trees measuring .15 decimals in Dag
No. 661/2107, Khatian No. 1223, the three plots totalling
.26 decimals in J.L.No.55, Mouza Bankra, P.S. & SubRegistry Domjur, District Howrah, Proportionate rent payable
Rs. 2/- and (iv) Danga land along with trees measuring .24
decimals in Dag No. 661, Khatian No. 1398, J.L.No. 55 in
Nouza Bankra, P.S. and Sub-Registry Domjur, District Howrah,
proportionate rent payable is -/10/- (Ten Annas) at and for



+7-

for the consideration mentioned therein and the said four plots of land in all are measuring .50 decimals become the properties of the said Sahadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan Parui.

and WHEREAS by a Bengali Cobala dated 21st aswin, 1365 B.s corresponding to 8th day of October, 1958 the said Sahadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui & Krishna Dhan Parui sold and delivered to Smt. Minati Mukherjee All That 7 cottahs 6 Chittacks and 40 Sq.ft. out of .24 decimals in Dag No.661, Khatian No.1398 .J.L.No.55, in Nouga Bankra, P.S. and Sub-Registry Domjur, District Howrah with the right to use the 15 feet wide road constructed by the



-8-

the Vendors on 2 cottans 10 Chittacks in Dag No. 662 and 1 Cottans 9 Chittacks and 30 Sq.ft. in Dag No.661 for the consideration mentioned therein which includes half of the share of costs of construction of the Road and price of the Electric Post fixed therein.

corresponding to 24th day of January, 1962 executed between
(1) Habibur Rahaman Laskar, (2) Must. Khatemonessa Bibi,
(3) Must. Sahidenessa Bibi, (4) Must. Ummerani alias Emmehanu
Bibi as Vendors therein and Sahadeb Parui, Shib Chandra Parui,
Ramesh Chandra Parui and Krishna Dhan Parui as Purchasers
therein registered in Book No.1, Volume No. 7, Pages 150 to
155, Being No. 210 for the year 1962 with the Sub-Registrar at
Domjur, District Howrah the said purchasers therein purchased
in three plots of lands consisting of (1) all that the
piece and parcel of Danga land measuring .06 decimals in



-9-

in Dag Wo. 656, Khatian No. 1393 R.S. No. 1954, J.L. No. 55 in Mouza Bankra, Domjur Howrah rent .50 p (11) All that piece or parcel of Danga land with trees in Dag No. 660, Khatian No. 336 measuring .29 decimals in Mouza Bankra, Sub-Registry Domjur, Howrah, Pargana Khalore and Boro, District Howrah rent Rs. 1/- and (111) all that piece or parcel of Danga land with trees measuring .15 decimals in Dag No. 657, Khatian No. 1203 in Mouza Bankra, Sub-Registry Domjur, District Howrah aggregating to .50 decimals at and for the consideration mentioned therein.

AND WHEREAS by Bengali Cobala dated 16th Sraban, 1370 B.S. corresponding to 2nd day of August, 1963, executed between (1) Ali Ahmed Laskar, (2) Tajir Ahmed Laskar, (3) Rakib Ahmed Laskar, (4) Subid Ahmed Laskar, (5) Must. Marjina Khatun, (6) Must. Fuljan Bibi (7) Must Rabiya Khatun and (8) Must Haliman Khatun as Vendor therein and Sahadeb Parui, Shib Chandra



-10-

Chandra Parul, Parezh Chandra Parul, Ramesh Chandra Parul, and Krishna Dhan Parul as Purchasers therein registered in Book So.1, Volume So. 36, Pages 238 to 241, Being So.2955 for the year 1963 registered with the District Registrar, Hourah, the said Purchasers therein purchased all that the piece or parcel of Danga land with trees measuring .27% decimals out of .65 decimals in Dag No. 637 Khatian So. 1364 Cousi No.3959, R.S. No. 1954 J.L.No. 55 in Mousa. Bankra, P.S. & Sub-Registry Domjur, District Hourah, Pargana Khalore proportionate rent of Rs. 2/- payable to the Collectorate of Howrah along with the rent of entire dag.

AND WHIREAS the said (1) Sahadeb Parui (2) Shib Chanra Parui, (3) Paresh Chandra Parui, (4) Ramesh Chandra Farui and (5) Krishna Dhan Farui become the joint and absolute owners in respect of All that 1.32 d Acres equivalent to 3 Bighas



-11-

Bighas 19 Cottahs 14 chittacks and 42 Sq.ft. more or less in mouza Bankra, Sub-Registry Domjur, District Howrah.

AND WHEREAS out of the said 1.32 acres of land the said Sahadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui, and Krishna Dhan Parui sold out 7 cottahs 6 Chittacks and 40 Sq.ft. equivalent to .12 decimals Together with all easement rights as mentioned in the part recited Bengali Cobala dated 8th day of October, 1958 to Smt. Minati Mukherjee.

AND WHEREAS the said Sahadeb Parui, Shib Chandra Parui
Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan
Parui thus became the joint and absolute owners in respect
of remaining 1.20 Acres equivalent to 72 Cottahs 8 chittaks
and 2 sq.ft. more or less of land free from all encumbrances
whatspever and hereinafter for the sake of brevity referred to
as "the said Premises" more fully and particularly shown in



-12-

in the Map or Plan annexed hereto and thereon bordered 'Red' AND WHEREAS the said Sahadeb Parui, Shib Chandra Parui Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan Parul entered into a Deed of Partnership on the lath day of April, 1962 registered with the Sub-Registrar of Assurances at Domjur in Book No.IV, Volume No.2, Pages 73 to 77, Being No. 58 for the year 1962 and formed a partnership firm under the name and style of Parul & Co. and carrying on its business at Makarda Road, P.O. Bankra, Howrah and in which they threw the said premises as assets of the said partnership firm and they agreed mutually that the said premises will be treated as the assets of the said Parui & Co. and they treated all the aforesaid lands and assets as the properties and assets of the said firm Parui & Co. and used the same for the purpose of business of Parui & Co. and thus the said firm became absolute owner of the said lands and assets.

AND WHEREAS the said Sahadeb Parui, Shib Chandra Parui,
Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan
Parui at the costs of the said Parui & Co. had erected from time
to time structures and shed to set Factory on the said premises.

AND WHOUSAS by another Deed of Fartnership dated 15th day of April, 1975 registered with the Sub-Registrar of Assurances at D mjur in Book No. iv, Volume No.2, Pages 21 to 25, Being No. 22 for the year 1975 the said Sahadeb Parui, Shib Chamiru Parui, Paresh Chandra Parui, Ramesh Chandra Parui, and Krishna Dhan Parui, admitted Samir Kumar Parui as a partner in the said Partnership firm known as Parui & Co. and the ratio of the profits and losses were changed as it was also mutually agreed by all the said six partners that the said premises will be treated and admitted as the assets of the said Parui & Co.

AND WHEREAS the Vendors herein since then divided the said promises into separate lots being Lot 'A' and Lot 'B' which are more fully shown and delineated in the Map or Flan annexed hereto and thereon coloured "Yellow" and 'Belue', along with the 15' ft. wide common passage coloured 'Green' respectively.

AND WHEREAS the said Six partners of Parui & Co. have offered for sale of the entire land with structures standing thereon and marked as Lot 'A' in the Map or Plan annexed hereto in the said premises being the Factory premises of Parui & Co. together with the right of access along the 15 'ft. wide common

239

common passage leading from Makarda Road to the Gate of the Factory premises in Lot 'A' at or for the price of Rs.2,26,000/-(Rupees two lacs twenty six thousand) only which is more fully set out and described in the schedule hereunder written and delineated in the Map or Plan annexed hereto and thereon coloured 'Yellow' free from all encumbrances whatsoever.

AND WEEREAS the Purchaser herein has accepted the offer for sale made by the Vendors and has agreed to purchase the Lot 'A' in the said premises measuring 17 cottahs 4 chit taks and 38 Sc.ft. equivalent to .28t decimals more or less together with sheds and structures and building standing thereon together with the right of user over the 15' ft. wide strip of land which is used as passage for ingress in and egress out from main Makarda Road to the main entrance of Lot 'A' more fully set out and particularly described in the schedule hereunder written and shown in the Map or Plan annexed hereto and thereon coloured "Yellow" at or for ... price of Rs. 2,26,000/- (Rupees two lacs twenty six thousand) only free from all encumbrances and out of the total consideration money of Rs. 2,26,000/-, the Purchaser paid Rs.50,000/-(Rupees fifty thousand) only towards earnest money to the Vendors by virtue of an unregistered agreement for sale executed on May, 2/st,1990, between the parties.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement dated May, 2/5/1990, and in consideration of payment of Rs. 50,000/- (Rupees fifty thousand) only towards earnest money and in consideration of the payment of the balance sum of Rs. 1,76,000/- (Rupees one lac seventy six thousand) only paid by the Purchaser to the Vendors on or

230

or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge discharge and release the said Premises and every part thereof as also the Purchaser) they the Vendors do and each of them doth hereby sell grant convey assign and asare unto the Purchaser ALL THAT the piece or parcel of land measuring 17 cottahs 4 chittacks and 38 sc.ft. be the same a little more or less being Lot 'A' of the said premises more fully delineated in the Map or Plan annexed hereto and thereon coloured 'Yellow' and more fully set out and particularly described in the Schedule hereunder written and the confirming parties hereby confirm the same TOGETHER WITH the right of user over the said 15'ft. wide strip of land which is used as passage for ingress in and egress out from the main Makaria Road to the main entrance of Lot 'A' more fully delineated in the Map or Plan annexed hereto and thereon coloured 'Green' TOGETHER WITH the factory sheds structures valls out-houses yards court-yards areas trees fences hedges ditches ways severs drains water-courses fixtures septic tank, tube-well liberties privileges easements and appurtenances whatsoever thereunto belongin or held or occupied therewith AND ALL the Estate right, title interest claims and demands whatsoever of the Vendors into upon or in respect of the said Lot 'A' with the land hereditaments and premises and every part thereof AND all deeds pattabs writings muniments and evidences of title relating thereto or part thereof which now are or may hereafter be in the possession or custody of the

the Vendors or any person or persons from whom the Vendors may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in free simple unto the Purchaser absolutely and forever and the Vendors do hereby covenant with the Furchaser THAT NOTWITESTANDING any Act deed or thing by the Vendors or any of their predecessors-in-title they the Vendors have good right full power and absolute authority to grant convey transfer assign and assure the said Lot 'A' with the land hereditaments and premises unto the Furchaser in the manner aforesaid AND THAT the Purchaser shill and may at all times hereafter peaceably and equietly possess and enjoy the same and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully claiming from under or in trust for the Vendors or any of their Predecessors-intitle AND THAT free from all encumbrances made or suffered by the Vendors or any of their Predecessors-in-title or any person or persons having or lawfully claiming as aforesaid AND FURTHER THAT they the Vendors and all persons having or lawfully claiming any estate or interest in the said lot 'A' and the land hereditaments and premises or any part thereof from under or in trust for the Vendors or from or under any of their predecessors-in-title shall and will at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said lot 'A' and the land

land hereditaments and premises and every part thereof unto and to the use of the Purchaser as may be reasonably required AND THAT THE Vendors shall pay all the rates and taxes and other levies dues or become due and payable in raspect of the Lot 'A' upto the date of these presents AND THAT the Vendors do hereby covenant with the Purchaser THAT the Vendors have not at any time done or knowingly suffered or been party or privy to any act deed or thing whereby they are prevented from granting transferring solling conveying assigning and asuring the said Lot 'A' in the said premises to the Purchaser in the manner aforesaid or whereby the same or any part thereof are can or may be in any wise encumbered AND THAT the Vendors shall from time to time unless prevented by fire or other inevitable accident upon every reasonable request and at the costs of the Purchaser or their agents or any person as the Purchaser may direct or appoint the Vendors will produce the said title deeds and documents to be executed and inspected and will at the like request and cost make furnish or cause to be made furnished such true attested or other copies or an abstract from the said title deeds and documents as may be required and will unless provented as aforesaid at all time to keep the same safe uncoliterated unspoiled AND THAT the Vendors hereby covenant and agree with the Furchaser that till new connection of electricity is obtained by Purchasers the Vemiors will make available the electricity from the Transformer installed in Lot 'B' in the Map or Flan annexed hereto by the West Bengal State Electricity Board for the purpose of running the Factory in Lot 'A' and for their business

business purpose and other purposes and the Purchaser will pay the electricity bill for the electricity power consumd by them at the rate chargeable by the Electricity Authorities and the Confirming Parties hereby confirm this sale in the manner aforesaid in favour of the Purchaser herein.

THE SCHEDULE ABOVE REFERRED TO.

all That the piece or parcel of lands measuring 17 cottahs 4 Chittacks and 38 sq.ft. equivalent to .28 decimals be the same a little more or less comprised of part of Dag No. 657 in Khatian No. 1203, Part of Dag No. 659 in Khatian No. 1223 part of Dag No.661/2107 in Khatian No.1223, part of Dag No. 661 in Khatian No. 1398 all in J.L.No.55, Tousi No. 3989, R.S.No. 1954 in Mouza Bankra, P.S. & Sub-Registry Domjur, District Howrah as shown in the Map or Flan annexed hereto and thereon marked as Lot 'A' and coloured ' Yellow' TOGETHER WITH the factory sheds structures wall out-houses, tube-well septic tank and Electric installations standing thereon TOGETHER WITH the right over the 15'ft. wide strip of land used as passage leading from main Makarda Road upto the gate of Lot 'A' and the factory premises. Proportionate share of rent in respect of the land in Lot 'A' is Rs. 3.69 payable to the Collectorate Hourah.

IN WITHESS WHERBOF the VENDORS and the COMPIRMING PARTIES hereto set and subscribed their respective hands the day month and year first above written.

MEMO OF CONSIDERATION.

Paid by the Purchaser to the Vendors in time of 50,000/-Rs. - the agreement for sale dated May 2/34 1990, by a Pay Order No.353/90-91 dated 18 . 5. 90 drawn on Canara Bank, Princep Street, Calcutta- 700 072.

Paid by the Purchaser to the Vendors by Pay order Rs. 1,76,000/-10.502/90.91 dated 8. 6.90 drawn on Canara Bank, Princep street, Calcula 700072.

Rs. 2,26,000/-

(Rupees two lakhs twenty six thousand only).

Saha Del Parin

Shib Chandre Passis.

Paresh chandra Parece.

Kriphnathan Parui

SIGNED AND DELIVERED by the Vendors

in the presence of

Lill + PD- Dentis Howart. Samin Ruman Pour Karryi (- Kuman Kan

Sum In Kerbis Monolal

SIGNED AND DELIVERED

by the Confirming part

in the presence of : Ranjet Kumar Das

rick & Po. Domps Househ.

Somful Kabil Mondal VILLARO - Bankera, Dowith

Typed by :

Suzzar hu kumar obose

Judge Court, Hourah.

Bonn Kra. Howard, Saha Del Parci Shil Chandsa Paris. Paresh chandra Pareci. Kriobnadhan Parui. Samin Kurac Pari

MODELLE STREET S

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