

भारतीय गैर न्यायिक

दस
रूपये

10

TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

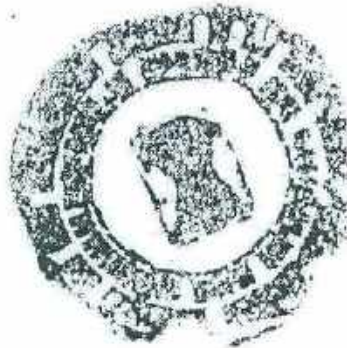
পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

11AA 942322

$$\begin{array}{r} 173768 \\ \hline 4107 \end{array}$$

ST BENGAL
183 74 for of

$\text{Gr}(v)$ 6.30
 $\text{Gr}(b)$ 8.00
 \times 10.50
 $$ 10.00
 $$ 34.80



[Handwritten signature]

- 171909

2/8

Name : D. NOM CHOWDHURY
ADVOCATE
Address : HIGH COURT, KOLKATA-1

State : West Bengal
1, Netaji Subhas Rd; Licensed Starry
Calcutta-1 Vendor.

18 DEC 2006

4.00
34.80
10.00
10.00

58.80

68 dt. 4/57



[Handwritten signature and date]
24.11.06

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

A 302489.00
E 7.00
302496.00

832169

23+4+4
10

40000 x 55 + 20,00,000
22,00,000

072905 to 072909
15070

addl Dist Sub Registrar
Medinipur Dist. Para 24 Pgs. 10

128 DEC 2006

Sale Tax

THIS DEED OF CONVEYANCE made this 16th day of March two thousand and six BETWEEN (1) SHRI NARAYAN MISHRA, son of Late Chiranjilal Mishra, by religion Hindu, residing at 10/1 Alipore Park Place, Kolkata and (2) SEKHAR IRON WORKS PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 having its registered office at 56, Chowringhee Road, Calcutta hereinafter jointly referred to as 'the VENDORS'

Commissioner

13th P.T.O.
15th

Commissioner

122222

Shri Narayan Mishra
 Address: W.I. Alipore Park
 13 MAR 2006
 Value: 500/-
 High Court, S.S.



16th March

2x500/- 1000/- Chandra Bhushan Misra
 Jareer

ADDI Dm Sub Register
 16 MAR 2006

Chandra Bhushan Misra

4296

Chandra Bhushan Misra
 Director for Research
 Iron Works (P) Ltd., at
 56 Chowmughee Rd. Calcutta
 was constituted attorney
 Narayan Misra



Smt Narayan Misra
 By the Pwr of
 Chandra Bhushan Misra
 Constituted Attorney

Kuber Vardhan Mishra
 S/o C.B. Mishra -
 10/1 Alipore Park
 Cal 27 It

For Sakhar Iron Works (P) Ltd.
 Chandra Bhushan Misra
 Director

Identified by me
 Kuber Vardhan Mishra,
 S/o Mr C.B. Mishra, by faith Headm
 by Occupation Business residing at
 10/1, Alipore Park Place, Kolkata 27

Jareer
 ADDI Dm Sub Register
 16 MAR 2006

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

832170

9, 21, 34, 00/- (38, 78, 00/-) (3, 87, 80, 400/-)
Market Value Assessment
Deficit Stamp duty of Rs. 9, 00, 000/- + 9, 00, 000/- + 9, 00, 000/- + 4, 01, 844/-
is Paid by Bank Draft No. 332, 783, 332, 784, 332, 824 31, 01, 844/-
all at 27.12.06
S.B. for Martinichararal
Certified that the stamp is stamped.

A. D. S. R. Coss'pore Dum Dum
24 Parganas (North) 28.12.06

(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the heirs successors executors administrators legal representatives and assigns of the said Shri Narayan Mishra and the successor(s)-in-interest and assigns of the said Sekhar Iron Works Private Limited) of the ONE PART AND RASIKA MERCHANDISE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 5/1A, Hungerford Street, Kolkata - 700 017, hereinafter referred to as 'the PURCHASER' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s)-in-interest and assigns) of the OTHER PART -

Deficit A Fees Rs. 4, 26, 591/-
Vide Misc Receipt No. 4909
dt 28.12.06

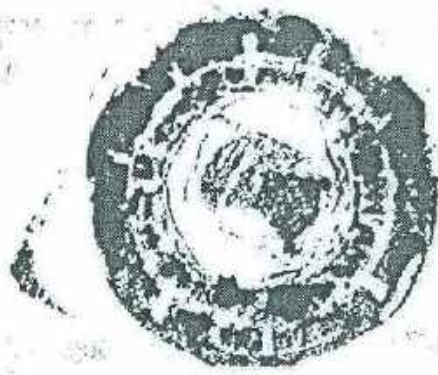
A.D.S.R. Coss'pore Dum Dum
North 24 Parganas (North) 28.12.06

Cos'pore area

122222

Sold to Shri Narayan Mishra
Address 101, Alipore Park Place, KOL
Value 13 MAR 2006
L.S.V.
High Court A.S.

2500/- 1000/-



67 Occupation purchase
101, Alipore Park Place, Kolkata 2T

SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
Presentants and
or purchaser
Presentants



Charles Anthony
Hobbs



For

(Left Hand)				
Little	Ring	Middle	Fore	Thumb

(Right Hand)				
Thumb	Fore	Middle	Ring	Little

(Left Hand)				
Little	Ring	Middle	Fore	Thumb

(Right Hand)				
Thumb	Fore	Middle	Ring	Little

(Left Hand)				
Little	Ring	Middle	Fore	Thumb

(Right Hand)				
Thumb	Fore	Middle	Ring	Little

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WHEREAS :

A. One Prokash Krishna Mitter was the absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the land measuring about 13 Bighas more or less together with all constructions erected thereon being premises nos. 26 and 27 Barrackpore Trunk Road, Calcutta enclosed within a masonry boundary wall. The said land and property of Prokash Krishna Mitter was divided into two parts, Front Portion and Rear Portion, by a masonry wall running through the same north to south.

B. By and under an Indenture of Lease dated 26th September, 1960 the said Prokash Krishna Mitter granted a lease to Shri Narayan Mishra in respect of the Rear Portion of the said premises nos. 26 and 27, Barrackpore Trunk Road, Calcutta including constructions thereon together with a passage of about 20 feet wide formed out of the said land and property of the said Prokash Krishna Mitter and leading to the Rear Portion from Barrackpore Trunk Road, for a period of 40 years commencing from 5th September, 1958 with a right of renewal for a further period of 10 years from 5th September, 1998. The said Indenture of Lease dated 26th September, 1960 was registered at the office of the Registrar of Assurances, Calcutta in Book no. I, Volume No. 132, at pages 138 to 147 Being no. 4887 for the year 1960.

C. By and under an Indenture of Assignment of Lease dated 5th February, 1962 the said Shri Narayan Mishra assigned all his right title and interest under the aforesaid Indenture of Lease dated 26th September, 1960 in favour of Sekhar Iron Works (Private) Limited. The said Indenture of Assignment of Lease was registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 33, at pages 214 to 220, Being No. 583 for the year 1962.

D. By and under an Indenture of Lease dated 31st March, 1962 the said Prokash Krishna Mitter granted a lease to the said Sekhar Iron Works (Private) Limited in respect of the Front Portion of the said premises no. 26, Barrackpore Trunk Road measuring about 3 Bighas 6 Cottahs and 6 Chittacks be the same

Prokash Krishna Mitter

little more or less with all constructions erected thereon for a period of 40 years commencing from 1st January, 1961 with a right of renewal for a further period of 10 years from 1st January, 2001. The said Indenture of Lease was registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume no. 97, at pages 264 to 272, Being No. 3673 for the year 1962.

E. Accordingly, by virtue of the aforesaid Indenture of Lease dated 26th September, 1960, the aforesaid Indenture of Assignment of Lease dated 5th February, 1962 and the aforesaid Indenture of Lease dated 31st March, 1962 (hereinafter collectively referred to as "the said two Leases"), the said Sekhar Iron Works (Private) Limited became the lessee in respect of the said premises nos. 26 and 27, Barrackpore Trunk Road, Calcutta owned by the said Prokash Krishna Mitter measuring about 13 Bighas more or less including constructions thereon together with the right to make new constructions thereat.

F. By and under an Indenture of Conveyance dated 15th February, 1964 the said Prokash Krishna Mitter absolutely sold, transferred and conveyed to the said Shri Narayan Mishra free from all encumbrances and liabilities whatsoever but subject to the said existing lease in favour of Sekhar Iron Works (Private) Limited All That the Rear (back) Portion of the said premises nos. 26 and 27, Barrackpore Trunk Road, Calcutta including all constructions erected thereon together with the said 20 feet wide passage leading thereto from Barrackpore Trunk Road. The said Indenture of Conveyance was registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume no. 75, at pages 136 to 144, Being no. 1891 for the year 1964.

G. By and under another Indenture of Conveyance dated 15th February, 1964 the said Prokash Krishna Mitter absolutely sold, transferred and conveyed to the said Shri Narayan Mishra free from all encumbrances and liabilities whatsoever but subject to the existing lease in favour of Sekhar Iron Works (Private) Limited All That the Front Portion of the said premises no. 26 Barrackpore Trunk Road, Calcutta including all constructions erected thereon. The said Indenture of Conveyance dated 15th February, 1964 was registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 101 at pages 38 to 41 Being No. 2448 for the year 1964.

Prokash Mitter

H. Under the aforesaid circumstances, the said Shri Narayan Mishra became the absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the premises nos. 26 and 27, Barrackpore Trunk Road, Calcutta enclosed within masonry boundary walls on all sides including all constructions erected thereon free from all encumbrances and liabilities whatsoever but subject to the aforesaid two leases in favour of Sekhar Iron Works (Private) Limited.

I. Upon actual physical measurement, the said premises nos. 26 and 27, Barrackpore Trunk Road Calcutta enclosed within masonry boundary walls was found to contain an area of about 13 Bighas and 10 Cottahs. Several buildings, sheds and structures were constructed prior to 1976 on the land comprised in the said premises nos. 26 and 27 Barrackpore Trunk Road, Calcutta. At present the sheds, structures etc. constructed on the land comprised in the said Property have become old and are in a very dilapidated condition making them unusable and of little value.

J. The Central Bank of India had instituted a suit against Sekhar Iron Works (Private) Limited, Shri Narayan Mishra and others being Suit No. 292 of 1988 in the Hon'ble High Court at Calcutta which was subsequently transferred to the Learned Debts Recovery Tribunal at Calcutta and renumbered as T. A. No. 4 of 2002. In the said proceedings the said Shri Narayan Mishra and Sekhar Iron Works (Private) Limited have duly contended that the aforesaid premises nos. 26 and 27, Barrackpore Trunk Road, Calcutta was not mortgaged or charged to the said Bank in relation to the subject matter of those proceedings as wrongly contended by the said Bank. In the said proceedings a compromise was made between the said Bank and the said Sekhar Iron Works (Private) Limited whereby the liability of the said Sekhar Iron Works (Private) Limited was settled at a total sum of Rs. 115 lacs. An application was subsequently filed on behalf of Sekhar Iron Works (Private) Limited for extension of time for payment of the said settled amount and during the pendency of the said application a sum of Rs. 1,06,48,753/- was deposited by and/or on behalf of Sekhar Iron Works (Private) Limited and a further sum of Rs. 36,10,000/- was recovered by the said Bank by sale of the movable properties of Sekhar Iron Works (Private) Limited and thus

[Signature]

the said Bank received payment of an aggregate sum of Rs. 1,42,58,753/-. By an Order dated 22nd December, 2004 the Learned Debts Recovery Tribunal disposed of the recovery proceedings recording full and final satisfaction of all dues of the said bank and released any charge that may have purportedly existed in respect of any property of the said Shri Narayan Mishra and the said Sekhar Iron Works (Private) Limited. By the said Order, the said Bank was directed to return the Title Deeds lying with the said Bank. Pursuant to the said Order, the said Shri Narayan Mishra and the said Sekhar Iron Works (Private) Limited are now in absolute possession of the said premises nos. 26 and 27, Barrackpore Trunk Road, Calcutta including all buildings, sheds, structures and constructions thereon. The original Title Deeds relating to the same are, however, yet to be received back from the said Bank in terms of the said Order. The said Order dated 22nd December, 2004 is still valid and subsisting.

K. The West Bengal Financial Corporation (WBFC) and the West Bengal Industrial Development Corporation Ltd. (WBIDC) had instituted proceedings in the Hon'ble High Court at Calcutta against, inter alia, the said Sekhar Iron Works Private Limited and the said Shri Narayan Mishra wherein the said Property was also involved in relation to the then dues of WBFC and WBIDC. Ultimately, the said proceedings were settled and disposed of upon making payment of the settled amounts to WBIDC and WBFC and accordingly their claims, if any, relating to the said Property stood discharged and/or paid off.

L. Accordingly, the said Shri Narayan Mishra (being the first named Vendor herein) is now the absolute lawful owner and fully seized and possessed of and /or otherwise well and sufficiently entitled to All That the piece or parcel of land within boundary walls comprising an area of about 13 Bighas and 10 Cottahs be the same a little more or less together with all constructions thereon lying, situate at and being premises nos. 26 and 27, Barrackpore Trunk Road, Kolkata and more fully described in the **Schedule** hereunder written and hereinafter referred to as "**the said Property**" and delineated in **GREEN** borders in the map or plan annexed hereto free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements debts liabilities and lis pendens

As per the above

whatsoever subject however to the said two leases in favour of the said Sekhar Iron Works (Private) Limited (being the second named Vendor herein) and its rights and entitlements thereunder including in respect of the constructions made thereat.

M. The Vendors herein have confirmed to and assured the Purchaser that the dues of the said Bank have been duly paid off, the purported mortgage/charge in respect of the said Property has been released and the Vendors are entitled to sell and transfer the said Property to the Purchaser herein free from all encumbrances and liabilities whatsoever accompanied by vacant and peaceful physical possession of the said Property in its entirety. The Vendors have further assured and confirmed to the Purchaser that the Vendors are fully entitled to receive back the original Title Deeds relating to the said Property and in view of purchase of the said Property by the Purchaser by and under this Deed, the Purchaser is now fully entitled to directly receive the original Title Deeds of the said Property from the said Bank. In the event of the said Bank creating any difficulty in this regard, the Vendors have agreed and undertaken to take necessary steps to obtain the same at their costs and to handover the original Title Deeds relating to the said Property to the Purchaser immediately upon the Vendors receiving the same from the said Bank.

N. The Vendors herein have further confirmed to and assured the Purchaser that no person other than the Vendors has any right title or interest whatsoever in the said Property or any part thereof and that the Vendors and/or the Vendors' predecessor(s)-in-title have not in any way dealt with the said Property or any part thereof whereby the absolute right, title and interest of the Vendors and/or the Vendors' predecessor(s)-in-title as to the absolute ownership, use, enjoyment and sale of the said Property or any part thereof is or may be affected in any manner whatsoever and that the Vendors and/or the Vendors' predecessor(s)-in-title have not committed default of and/or contravened any provision of law applicable to the said Property or any part thereof.

O. The Vendors herein have also represented, confirmed to and assured the Purchaser that no one other than the Vendors has any right title interest whatsoever or howsoever in respect of the said Property and that the Vendors

Chandrasekhar

are entitled to lawfully own and transfer the said Property under the relevant laws governing the same and that they have a good and marketable title to the said Property free from all encumbrances and liabilities whatsoever and that there is no bar, legal or otherwise, to the Vendors selling the said Property to the Purchaser in the manner herein.

P. It has now been agreed that the said Shri Narayan Mishra shall absolutely sell, transfer and convey the said Property and every portion thereof and all his right title and interest therein to the Purchaser herein and the said Sekhar Iron Works (Private) Limited shall transfer convey and assign all its right title and interest in the said Property and every portion thereof under the said two Leases (including by virtue of the Deed of Assignment) and/or otherwise in favour of the Purchaser herein with the end and intent that the Purchaser herein shall acquire absolute legal title to and become the absolute Owner of the said Property in its entirety including all buildings, sheds, structures and constructions thereon free from all encumbrances and liabilities whatsoever or howsoever together with the physical vacant possession of the same with full right to deal with and/or to dispose of the same or any portion thereof in any manner whatsoever.

Q. The Vendors have agreed to sell transfer convey assign and assure unto the Purchaser and the Purchaser relying on the statements, representations and assurances of the Vendors being the contents of all the recitals hereinbefore and believing the same to be true and correct and acting on the faith thereof has agreed to purchase the said Property free from all encumbrances and liabilities whatsoever or howsoever as aforesaid at and for a total consideration of Rs. 2,75,00,000/- (Rupees two crore seventy five lacs only) out of which a sum of Rs. 1,65,00,000/- (Rupees one crore sixty five lacs only) has been agreed to be paid to the first named Vendor herein and the balance sum of Rs. 1,10,00,000/- (Rupees one crore ten lacs only) has been agreed to be paid to the second named Vendor herein. The Purchaser has at or before the execution of this Deed paid to the Vendors the said total sum of Rs. 2,75,00,000/- and the Vendors have already put the Purchaser in vacant, peaceful and physical khas possession of the said Property in its entirety.

G. S. S. S. S.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,65,00,000/- (Rupees One Crore Sixty Five Lacs only) paid by the Purchaser to the first named Vendor herein for sale and transfer of the said Property and his entire right title and interest therein and in consideration of the said sum of Rs. 1,10,00,000/- (Rupees One Crore Ten Lacs only) paid by the Purchaser to the second named Vendor herein for transfer and assignment of all its right title and interest in the said Property including all existing constructions therein, together aggregating the said sum of Rs. 2,75,00,000/- (Rupees Two Crores Seventy Five Lacs only) being the total consideration money payable hereunder (the receipt whereof the Vendors do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby for ever acquit release and discharge the Purchaser as well as the said Property hereby transferred conveyed and assigned) the Vendors do hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts prohibitions restrictions executions acquisitions requisitions attachments vestings easements debts liabilities and lis pendens whatsoever ALL THAT the piece or parcel of land within boundary walls comprising an area of about 13 Bighas and 10 Cottahs be the same a little more or less together with all existing buildings, sheds, structures and constructions thereon lying, situate at and being premises nos. 26 and 27, Barrackpore Trunk Road, Calcutta and more fully described in the Schedule hereunder written and hereinafter referred to as "the said Property" and delineated in GREEN borders in the map or plan annexed hereto OR HOWSOEVER OTHERWISE the said Property or any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished Together With all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said Property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto

Co. M. S. B. A.

AND the reversion or reversions remainder or remainders and the rents issues and profits of the said Property and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendors and each of them in to and upon and in respect of the said Property or any and every part thereof herein comprised and hereby granted transferred sold conveyed assigned and assured **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said Property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any of them or any person or persons from whom the Vendors or any of them can or may procure the same TO HAVE AND TO HOLD the said Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vestings alignment easements debts liabilities and lis pendens whatsoever AND the Vendors do and each of them doth hereby covenant with the Purchaser that the first named Vendor herein, being the said Shri Narayan Mishra, is the absolute and lawful owner of and well and sufficiently seised and possessed of and entitled to the said Property and every part thereof free from all encumbrances and liabilities of whatsoever nature subject only to the rights and entitlements of only the second named Vendor herein, being the said Sekhar Iron Works (Private) Limited, which is the only lessee in respect of the said Property AND the Vendors do and each of them doth hereby covenant with the Purchaser that neither the Vendors or any of them nor any of the Vendors' predecessor(s)-in-title have at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors or any of them may or can be prevented from granting selling conveying assigning and/or assuring the said Property or any part thereof and/or the entire right title and interest of the Vendors or any of them in the

Carmina

manner aforesaid **AND THAT NOTWITHSTANDING** any act deed or thing by the Vendors and/or any of them and/or any of the Vendors' predecessor(s)-in-title done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are together fully and absolutely well and sufficiently seised and possessed of and lawfully entitled to the said Property hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendors have now in themselves good right and full and absolute power to grant sell convey transfer and assure the said Property hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner aforesaid together with all the respective right title and interests of each of the Vendors herein **AND THAT** the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said Property and every part thereof and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or any of them or from under or in trust for any of the Vendors' predecessor(s)-in-title or any of them **AND THAT** the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vestings alignment easements debts liabilities lis pendens and defects in title whatsoever in respect of the said Property, whether already existing and/or arising in future, due to of any act omission breach or default of or by the Vendors or any of them and/or the Vendors' predecessor(s)-in-title or any of them or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or any of them or the Vendors' predecessor(s) - in- title or any of them as aforesaid or otherwise **AND THAT** the Vendors and

Conrad Green

particularly the second named Vendor herein has not sub-let and/or assigned its leasehold right title or interest in the said Property or any portion thereof in favour of any person or persons **AND THAT** all rates taxes impositions outgoings and/or liabilities payable in respect of the said Property, whether already existing and/or arising in future, relating to the period up to the date of these presents have been and/or shall be paid in full by the Vendors and the Purchaser shall not be liable for the same under any circumstance **AND THAT** the Vendors do not and any of them does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 and the said Property or any part thereof has not been affected or vested under the said Act or otherwise **AND THAT** the Vendors do not hold any excess land under the applicable law and the said Property or any part thereof has not been affected or vested under the applicable law or otherwise **AND THAT** the said Property or any part thereof is not affected by any notice or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever **AND THAT** there is no certificate case or proceeding instituted or pending against the Vendors and/or concerning the said Property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force **AND THAT** the said Property is not affected by any notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority **AND THAT** no declaration has been made or published for acquisition of the said Property or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the said Property or any part thereof is not affected by any Notice or Scheme for acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever **AND THAT** no notice has been served on the Vendors or any of them and/or on the Vendors' predecessor(s)-in-title or any of them for the acquisition of the said Property or any part thereof under Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed under any law and the Vendors or any of them have no knowledge of issue of any such notice or notices under any Acts and/or Rules

Carina Dora

for the time being in force affecting the said Property or any part thereof AND THAT the said Property or any part thereof is not lying attached under any writ of attachment of any Court or Revenue Authority and there is no order of any court tribunal or authority affecting the said Property or its transfer AND THAT notwithstanding anything contained elsewhere herein it is expressly made clear that by virtue of this Deed the first named Vendor herein, being Shri Narayan Mishra, is selling, transferring and conveying the said Property and every portion thereof and all his right title and interest therein to the Purchaser herein absolutely and forever free from all encumbrances and liabilities whatsoever and the second named Vendor herein, being Sekhar Iron Works (Private) Limited, is transferring conveying and assigning all its right title and interest in the said Property and every portion thereof including all constructions thereon, whether under the said two Leases and assignment and/or otherwise, absolutely and forever free from all encumbrances and liabilities whatsoever in favour of the Purchaser herein with the end and intent that the Purchaser herein shall by virtue of this Deed acquire absolute freehold title to and become the absolute lawful owner of the said Property in its entirety including all existing buildings, sheds, structures and constructions thereon free from all encumbrances and liabilities whatsoever or howsoever together with the physical vacant and khas possession of the same with full right to demolish existing constructions and make new constructions and/or to deal with and/or to dispose of the same or any portion thereof in any manner whatsoever AND THAT the Purchaser shall be entitled to receive the original Title Deeds relating to the said Property directly from the Central Bank of India and in the event of the said Bank creating any difficulty in this regard, the Vendors shall take expeditious steps at their own costs to obtain the original Title Deeds relating to the said Property presently lying in the custody of Central Bank of India and shall upon receiving the same forthwith deliver and make over the said original Title Deeds to the Purchaser herein which is now lawfully entitled to the same AND THAT the Vendors jointly and severally agree covenant undertake declare and confirm that the sale of the said Property in favour of the Purchaser is free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts prohibitions restrictions executions acquisitions requisitions attachments vesting easements debts liabilities and lis pendens whatsoever or howsoever and particularly free from any mortgage,

Ca. Mishra

charge and/or claim of the said Bank, WBFC, WBIDC and/or any other creditor of the Vendors or any of them and that the Purchaser has paid the full consideration for purchase of the said Property **AND THAT** all debts and liabilities of the Vendors and each of them shall be payable by and be the sole liability of the Vendors and that the Purchaser and /or the said Property shall not be liable for the same or any portion thereof in any manner whatsoever **AND FURTHER THAT** the Vendors do and each of them doth hereby jointly and severally indemnify and agree to keep free harmless and indemnified the Purchaser of from and against all actions claims dues demands losses damages costs charges expenses and liabilities whatsoever which the Purchaser may suffer or incur or be made liable for or put to by reason of any defect in title or liability relating to the said Property and/or in the event of the right title and/or interest of the Purchaser in respect of the said Property being adversely affected by virtue of any act omission default or breach by any of the Vendors or any of their aforesaid representations and assurances being found untrue and incorrect **AND FURTHER THAT** the Vendors and each of them and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said Property or any part thereof from through under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute at the costs of the Vendors all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting conveying transferring assigning assuring the said Property and every part thereof and all the right title and interest of each of the Vendors 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 land within boundary walls comprising an area of about 13 Bighas and 10 Cottahs be the same a little more or less together with all buildings, sheds, structures and constructions thereon lying, situate at and being premises nos. 26 and 27, Barrackpore Trunk Road, P.S. Belghoria, Calcutta 700058, under Mouza Ariadaha-Kamarhati, J.L. No. 1, R.S. No. 12, Touzi No.. 173, Khatian No. 1133, Dag No. 3643, 3644 and 3645, Khatian No.

Carmina

1134, Dag No. 3642, Khatian No. 1135, Dag No. 3646 and 3647, Khatian No. 1038, Dag No. 3649, 3650, 3651, 3652, 3654, 3655, Being Holding no. F-15, Ward no. 8 under Kamarhati Municipality, District North 24 Parganas and delineated in **GREEN** borders in the map or plan annexed hereto and butted and bounded in the manner following:

On The North : By Prasad Nagar Housing Complex being premises no. 27/1, Barrackpore Trunk Road;

On The East : Partly by Barrackpore Trunk Road and partly by premises no. 24, Barrackpore Trunk Road;

On The West : By vacant land; and

The South : Partly by Municipal Lane and partly by premises no. 24, Barrackpore Trunk Road;

IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED by the within-named Vendors at Kolkata in the presence of:

Sri. Narayan Mishra
by the Pan of
Chandra Bhushan Mishra
Constituted Attorney

1) *Kuber Chandan Mishra*
S/o Mr Chandra Bhushan Mishra
10/1, Alipore Park Place
Kolkata - 700 027

For Sekhar Iron Works (P) Ltd
Chandra Bhushan Mishra
Director

2) *Bipin Gupta*
S/o Bhola Nath Gupta
71, Kali Prasad Ghose St
Dum Dum Club
Kolkata - 700 028

RECEIVED of and from the within-named Purchaser the within mentioned sum of Rupees one crore sixty five lacs only being the consideration money in full payable to the first named Vendor under these presents as per the following -

MEMO OF CONSIDERATION

	<u>Amount (Rs.)</u>
By cash paid on 3/12/2003	1,00,000.00
By cash paid on 7/01/2004	3,00,000.00
By cash paid on 24/3/2004	1,50,000.00
By Cheque no. 622881 dated 02/09/2004 drawn on United Bank of India, Belgharia Branch, Kolkata	11,935.00
By cash paid on 02/09/2004	25,000.00
By cash paid on 21/09/2004	50,000.00
By cash paid on 24/09/2004	50,000.00
By Pay Order 007318 dated 16/09/2004 issued by UTI Bank, Shyambazar Branch, Kolkata	78,90,000.00
By Pay Order 007414 dated 29/09/2004 issued by UTI Bank, Shyambazar Branch, Kolkata	11,34,142.00
By Cashiers Order 021568 dated 29/09/2004 issued by Hongkong and Shanghai Banking Corporation Ltd,	12,00,000.00
By cash paid on 30/09/2004	4,30,000.00
By Cheque no. 129369 dated 4/10/2004 drawn on United Bank of India, Belgharia Branch, Kolkata	25,000.00
By cash paid on 15/10/2004	33,460.00
By cash paid on 19/10/2004	1,50,000.00
By Cheque no. 267488 dated 3/11/2004 drawn on United Bank of India, Belgharia Branch, Kolkata	1,90,000.00
By cash paid on 01/12/2004	50,000.00

Concluded

By cash paid on 02/12/2004	10,000.00
By Cheque no. 152755 dated 16/12/2004 drawn on United Bank of India, Belgharia Branch, Kolkata	50,000.00
By Cheque no. 488001 dated 18/12/2004 drawn on United Bank of India, Belgharia Branch, Kolkata	900.00
By Cheque no. 152775 dated 18/12/2004 drawn on United Bank of India, Belgharia Branch, Kolkata	10,200.00
By Cheque no. 152715 dated 18/12/2004 drawn on United Bank of India, Belgharia Branch, Kolkata	4,053.00
By cash paid on 24/12/2004	25,000.00
By cash paid on 31/12/2004	20,000.00
By cash paid on 04/01/2005	15,000.00
By Cheque no. 488079 dated 11/01/2005 drawn on United Bank of India, Belgharia Branch, Kolkata	13,00,000.00
By Cheque no. 489734 dated 10/02/2005 drawn on United Bank of India, Belgharia Branch, Kolkata	10,00,000.00
By Cheque no. 853332 dated 05/05/2005 drawn on United Bank of India, Belgharia Branch, Kolkata	1,00,000.00
By Cheque no. 758894 dated 19/08/2005 drawn on United Bank of India, Belgharia Branch, Kolkata	51,785.00
By Cheque no. 758898 dated 27/08/2005 drawn on United Bank of India, Belgharia Branch, Kolkata	40,000.00
By Cash paid on 07/10/2005	2,907.00
By Cheque no. 763926 dated 07/01/2006 drawn on United Bank of India, Belgharia Branch, Kolkata	50,000.00
By Cash paid at or before the execution of this Deed	<u>20,30,618.00</u>
Total	<u>1,65,00,000.00</u>

(Rupees one crore sixty five lacs only)

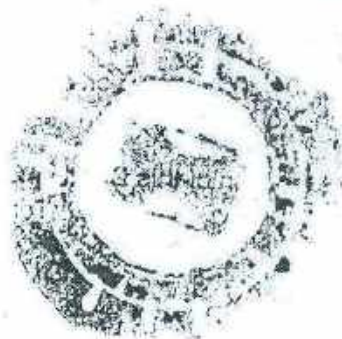
Witnesses:

1) Kuber Vardham Mishra

2) Bipin Gupta

Shri Narayan Mishra
By the Pan of
Chandra Bhawan Mishra
Constituted Attorney

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RECEIVED of and from the within-named Purchaser the within mentioned sum of Rupees one crore ten lacs only being the consideration money in full payable to the second named Vendor under these presents as per the following -

MEMO OF CONSIDERATION

	<u>Amount (Rs.)</u>
By Pay Order 300941 dated 23/08/2004 issued by United Bank of India, Belgharia Branch, Kolkata	9,48,000.00
By Pay Order 300942 dated 23/08/2004 issued by United Bank of India, Belgharia Branch, Kolkata	30,50,000.00
By Pay Order 300940 dated 23/08/2004 issued by United Bank of India, Belgharia Branch, Kolkata	30,50,000.00
By Pay Order 300873 dated 19/08/2004 issued by United Bank of India, Belgharia Branch, Kolkata	19,50,000.00
By Pay Order 300874 dated 19/08/2004 issued by United Bank of India, Belgharia Branch, Kolkata	19,50,000.00
By Cheque No. 853283 dated 18/02/2005 drawn on United Bank of India, Belgharia Branch, Kolkata	40,525.00
By Cash paid at or before the execution of this Deed	<u>11,475.00</u>
Total	<u>1,10,00,000.00</u>

(Rupees one crore ten lacs only)

Witnesses:

Dakuber Varadhan Mishra
2) Dipin Gupta



Sekhar Iron Works (P) Ltd

Chandra Bhushan Mishra

Director

Certified to be a true copy

Drafted by me
and prepared in my Office

Arup Mahto
Advocate
High Court Calcutta.
Room Association Room No. 12
F-56/99

4/6/07

4/6/07

