

DEVA NAND AISHA

DEED OF COVENANCE

WITNESSES

STATE ADMINISTRATIVE

AND

WITNESS

STATE & CO. IN INDIAN

OF THE DISTRICT OF

INDIANA, COUNTY OF

BETWEEN

STATE & CO. IN INDIAN

OF THE DISTRICT OF

INDIANA, COUNTY OF

ADD: 1000 N. ...  
INDIAN



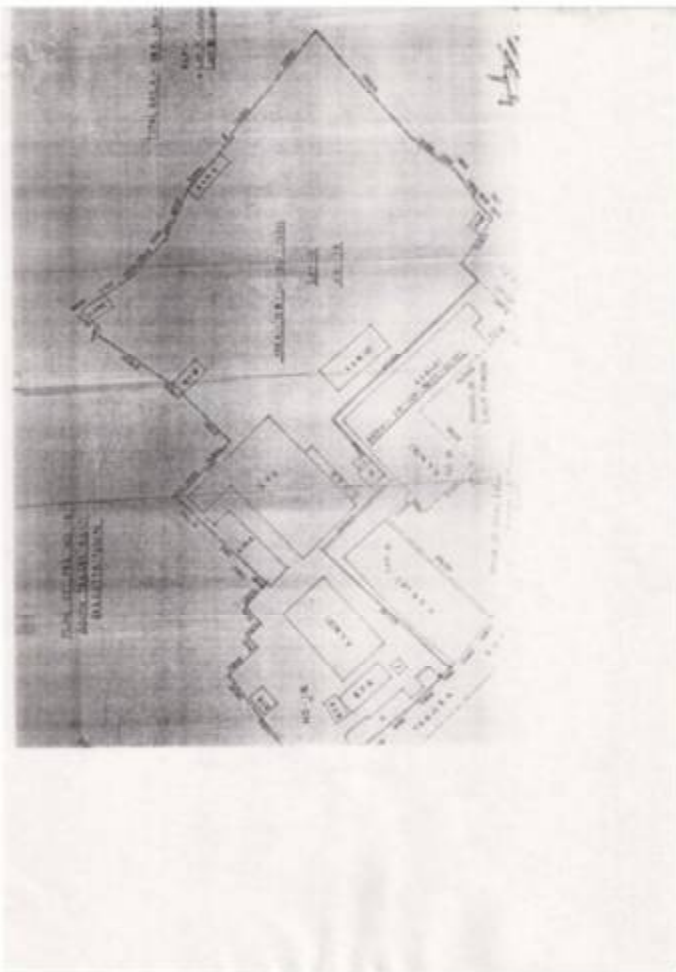
State Engineer or Surveyor  
INDIANA

STATE & CO. IN INDIAN  
OF THE DISTRICT OF  
INDIANA, COUNTY OF

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AND WHEREAS pursuant to and in terms of the said settlement dated 30<sup>th</sup> November 1999 out of the total land comprising of an area of 15 Hectares 3 Cents and 3 decimals a portion of land comprising of 12 Hectares 13 Cents and 3 decimals would be sold to Ajit Nair, and the balance portion of land comprising of 2 Hectares 10 Cents shall be retained by the Purchaser herein more or less as particularly described in the Second Schedule hereunder written.

AND WHEREAS a further application was made being T.N.O.1906 OF 2000, Company Application No.03 OF 2000 connected with C. P. No. 256 of 1991, in the matter of Savera & Co. P. Ltd. (In Liquidation) and in the matter of Easem Chemical Industries by the purchaser herein for direction upon the



AND WHEREAS a further order dated 16<sup>th</sup> January, 2001 was passed wherein an undertaking was given by the Savera Associates Private Limited the purchaser herein that they will not forward the draft documents of sale.

Official Liquidator to ensure the conveyance in favour of Eastern Chemical Industries, in respect of the property situated at 60B, Deccan Chandra Day Road, Calcutta, which was duly allowed by an order dated 20<sup>th</sup> December, 2000 whereby the Official Liquidator was directed to ensure the Conveyance within four weeks from the date of handing over the draft conveyance, and that the Savera Associates Private Ltd. will be a confirming party.

WHEREAS the said Savera & Co. P. Ltd. hereinafter referred to as the said Company then having its registered office at 60B, Deccan Chandra Day Road, Calcutta-700 046 was absolutely seized and possessed of and/or hold land measuring about 16 (sixteen) Hectars, 9 (nine)

**SECOND PART**

AND SAVERA ASSOCIATES PRIVATE LIMITED, a Company incorporated under the Provisions of the Companies Act, 1956 having its registered office at 135A, Eighth Rainbow Lane Road, Second Floor Calcutta 700001, within the Police Station of Banskura, Calcutta hereinafter referred to as "the PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or assigns in office and assigns) of the

Notary Public in Calcutta



Notary Public in Calcutta



whichever to the said premises at 18, South Tangra

Road, Calcutta 700046.

AND WHEREAS subsequently several

proceedings in the said C.P. No. 256 of 1991,

connected to company petition relating to Savera and

Company Private Limited (in Liquidation) were finally

disposed of on 2<sup>nd</sup> December 1999 by an order

passed by his Lordship the Hon'ble Justice Kania

Kumar J after wherein all disputes and/or differences

writing out of the proceedings were settled between the

parties therein by taking into record the Terms of

settlement dated 20<sup>th</sup> November 1999 duly executed by

the parties therein.

ON THE NORTH : Plot - "A" Land

ON THE WEST : South Tangra Road,

Calcutta, 700046.

ON THE SOUTH : Tannery, North by South

Tangra Road, Calcutta,

700046.

ON THE EAST : Plot - "A" Land

IN WITNESS WHEREOF the parties hereto have hereunto set  
and subscribed their respective hands and seals on the day,  
month and year in the first above written.

SIGNED, SEALED & DELIVERED for

And on behalf of THE OFFICIAL LIQUIDATOR

DATOR, CALCUTTA, LIQUIDATOR OF

SAVERA & CO. (IN LIQUIDATION)

at Calcutta in the presence of:

1. Mr. ...  
2. Mr. ...  
3. Mr. ...  
4. Mr. ...  
5. Mr. ...  
6. Mr. ...  
7. Mr. ...  
8. Mr. ...  
9. Mr. ...  
10. Mr. ...  
11. Mr. ...  
12. Mr. ...  
13. Mr. ...  
14. Mr. ...  
15. Mr. ...  
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93. Mr. ...  
94. Mr. ...  
95. Mr. ...  
96. Mr. ...  
97. Mr. ...  
98. Mr. ...  
99. Mr. ...  
100. Mr. ...

Official Liquidator  
Savera & Co.  
18, South Tangra  
Road, Calcutta



Attest, Signature of Liquidator

whichever to the said premises at 18, South Tangra

Road, Calcutta 700046.

AND WHEREAS subsequently several

proceedings in the said C.P. No. 256 of 1991,

connected to company petition relating to Savera and

Company Private Limited (in Liquidation) were finally

disposed of on 2<sup>nd</sup> December 1999 by an order

passed by his Lordship the Hon'ble Justice Kania

Kumar J after wherein all disputes and/or differences

writing out of the proceedings were settled between the

parties therein by taking into record the Terms of

settlement dated 20<sup>th</sup> November 1999 duly executed by

the parties therein.

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Tangra Road, Calcutta,

700046.

ON THE EAST : Plot - "A" Land

IN WITNESS WHEREOF the parties hereto have hereunto set  
and subscribed their respective hands and seals on the day,  
month and year in the first above written.

SIGNED, SEALED & DELIVERED for

And on behalf of THE OFFICIAL LIQUIDATOR

DATOR, CALCUTTA, LIQUIDATOR OF

SAVERA & CO. (IN LIQUIDATION)

at Calcutta in the presence of:

1. Mr. ...  
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4. Mr. ...  
5. Mr. ...  
6. Mr. ...  
7. Mr. ...  
8. Mr. ...  
9. Mr. ...  
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92. Mr. ...  
93. Mr. ...  
94. Mr. ...  
95. Mr. ...  
96. Mr. ...  
97. Mr. ...  
98. Mr. ...  
99. Mr. ...  
100. Mr. ...

Official Liquidator  
Savera & Co.  
18, South Tangra  
Road, Calcutta



Attest, Signature of Liquidator

Curtis and 7 (seven) outlets be the same or more or less together with all buildings structures and plant and machinery at Premises no 18, South Tanga Road Calcutta 700046 more particularly described in the First Schedule hereunder written upon purchasing it from the Trustees of Khadi Pratidin having its registered office at 15, College square Calcutta by a Deed of Conveyance dated 7<sup>th</sup> day of December, 1998, registered in the office of the Registrar of Assurances, Calcutta bearing no 5703 recorded in Book no. L Volume no. 200, from pages 13 to 28 for the consideration mentioned therein.

**AND WHEREAS** by an order dated 17<sup>th</sup>

January, 1992 passed in Company Petition No. 256 of 1991 the said Savers & Co.P. Ltd. was directed to be wound up by the Hon'ble High Court, at Calcutta and

**AND WHEREAS** by a further order dated 14<sup>th</sup> May, 2001 passed in C.A. No. 664 of 1998 in C.P. No. 256 of 1991 whereby the application for setting aside the order of sale was dismissed.

**AND WHEREAS** on an application being

C.A. No. 32 of 2001 in C.P. No. 256 of 1991 in the matter of (Savers & Co.P. Ltd. (In Liquidation)), a

further order was passed on 14<sup>th</sup> May 2001 directing the Official Liquidator for execution of conveyance in terms of the order dated 20<sup>th</sup> December, 2000 and the time was extended by six weeks from the said date and by the said order the undertaking given by the Savers Associates Private Limited the Purchaser herein that they will not forward the draft Conveyance for the purpose of finalisation of the documents of sale as recorded in the order dated 16<sup>th</sup> January, 2001

was vacated.

18/1/2001

18/1/2001



18/1/2001

18/1/2001



AND WHEREAS pursuant to the orders passed from time to time and in terms and conditions of

the sale the Purchaser herein duly paid the consideration of Rs. Two Crores and Rs. 1,36,585/- on account of interest and a sum of Rs. 63,000/- as security charges to

the Official Liquidator:

AND WHEREAS Savera Associates

Private Limited, the purchaser herein has the returned all its right, title and interest over and in respect of the premises no 18, South Tangra Road, to the extent comprising 2 (Two) Bighas, 10 (Ten) Centas, of land with building shed and structures lying at southern

portion of the premises no 18, South Tangra Road, Calcutta 700060 more particularly and fully described in the SECOND SCHEDULE, hereunder written along

with all rights, easements, and appurtenances

SIGNED, SEALED & DELIVERED by

And on behalf of SAVERIA ASSOCIATES

PRIVATE LIMITED by *Prateek Kumar*

And at Calcutta in

MEMO OF CONSIDERATION

RECEIVED of and from original Purchaser on behalf of the within named Purchaser the within mentioned sum of Rs. 10,00,000/- (Ten Crores Ten Lacs Only) being the full amount of consideration money of the foregoing Conveyance in total consideration paid for 2 (Two) Bighas 10 (Ten) Centas and 4 (Four) Annas of Premises No 18 South Tangra Road, Calcutta-700060 as per terms of consideration below ->

By two Pay Orders dated 28.03.94 bearing Nos. 725028 & 725029, Rs. 5,00,000/- and Rs. 5,00,000/- drawn on State Bank of India in favour of

WITNESSES:-

*Official Liquidator*  
*Prateek Kumar*

And, Signature of Purchaser



And, Signature of Purchaser



proper,  
 such time as the Hon'ble Court may deem fit and  
 Application within two weeks from date and/or within  
 the terms of settlement being Annexure -1 of the  
 Road, Calcutta-700015 as mentioned in Schedule-B of  
 Highways 10 Contain situated at 18, South Tangra  
 Limited in respect of land property comprising of 2  
 conveyance in favour of Savern Associated Private  
 a) The Official Liquidator be directed to execute the

AND WHEREAS by a further order dated  
 27<sup>th</sup> May, 2001 passed in T. No. 425 of 2001, C.A.  
 No. OF 2001 on the application of Savern  
 Associates Pvt. Ltd. -vs- The Official Liquidator, an  
 order was passed in terms of paragraphs (a) and (b) of the  
 application as stated hereunder:

AND WHEREAS the Official Liquidator,  
 High Court, Calcutta, the Vendor herein being the  
 Liquidator of the said Savern & Co.P. Ltd. (In Liquidation)  
 in compliance of the said order dated 17<sup>th</sup> January, 1992  
 took possession of the assets and properties both movable  
 and immovable of the Savern & Co.P.Ltd. (In Liquidation)  
 including the land comprising of an area of 15 Highways 3  
 Contain and 3 Chittacks at 18, South Tangra Road, Calcutta  
 7000 46 and 2 (Two) Highways, 10 (Ten) Contain, 15 (Fifteen)  
 Chittacks and 9 (Nine) Square Feet of land with building,  
 shed and structure situated at 60B, Debnath Chandra Dey  
 Road, Calcutta- 700015.

the Official Liquidator attached to the Hon'ble Court the  
 Vendor herein was appointed as Liquidator of the said  
 Savern & Co.P. Ltd. (In Liquidation).

AND WHEREAS by a further order dated



AND WHEREAS by a further order dated





**THE SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land measuring 2

hectares 10 (ten) Contains more or less together with

all Building structure erections and other construction

built thereon and being demarcated southern portion of

premises no 15 South Targur Road, Calcutta 700045 as

defined in the map or plan annexed hereto and

thereon coloured "Yellow" and marked as Plot No. "B"

together with the right in common as common passage

as aforesaid which was formed out and being a portion

of Holding No. 55 and 30 in Division (iv) Sub-Division 1

situate in south Targur within the Thana Tollyganje

sub Range of office Alipore and Holding No. 19, 20, 21, 22

and 130 in Division (v) Sub-Division 1, within the Local

limits of the corporation of Calcutta in the District of

24 Parganas within the Calcutta Municipal Corporation

Ward No. 058 are hereby sold and bought and divided

in the manner as follows :-

a) To modify and/or vary the order dated 18<sup>th</sup> March,

1994 and 30<sup>th</sup> September, 1996 to the extent that the

name of Savra Associates Pvt. Ltd. the Confirming

Party herein be substituted in place and read of the said

Pratimath Singh, since deceased as Purchaser.

b) The Official Liquidator be directed to execute

the Deed of Conveyance in favour of Savra Associates

Pvt. Ltd.

AND WHEREAS by an order dated 5<sup>th</sup>

August, 1998 the said application was allowed in terms

of orders (a) and (b) of the Judge's summons of the

said application

Ann. Register of Calcutta  
District



Ann. Register of Calcutta  
District



of land property comprising of 2 English 10 Canada  
Liquidator towards the consideration for sale in respect  
of Rs 10,00,000 (10 Lacs) only to the Official  
Private Limited the purchaser herein having paid a sum  
AND WHEREAS Savers Associates

written  
property mentioned in Second Schedule hereunder  
approval and execution of the same in respect of the  
of the draft conveyance to the Official Liquidator for  
dated 22<sup>nd</sup> May, 2001 the Purchaser forwarded a copy  
AND WHEREAS in terms of the said order

South Tanga Road, in favour of Applicant.  
conveyance in respect of the said property at 18,  
to accept and complete the registration of deed of  
b) The Registrar of Assurances, Calcutta be directed

AND WHEREAS when the assets of the  
Savers and Co.P. Ltd (In Liquidation) was put for sale  
on "as is where is basis" it was found that the Savers  
and Co.P. Ltd (In Liquidation) was in possession of

AND WHEREAS upon the valuation report  
being prepared this Hon'ble Court, directed the Official  
Liquidator to issue advertisement for sale of assets and  
properties of Savers & Co Private Ltd (In Liquidation)

(In Liquidation)  
properties of the said Savers & Company Private limited  
a Valuation Report regarding the entire aforesaid assets and  
secured creditor of the company (In Liquidation) to prepare  
given by this Hon'ble Court, a valuer was appointed by the

AND WHEREAS Pursuant to the direction

With Registrar of Assurances  
Calcutta



With Registrar of Assurances  
Calcutta



Schedule valued at Rs 10,00,000. (Tax free) .  
hereunder written along with all rights, easements, and  
appurtenances whatsoever to the said premises

AND WHEREAS the said Prabhakar Singh  
died on 5<sup>th</sup> April, 1998 and the Power of Attorney  
executed in favour of the said Prabhakar Singh by the  
De-works of the said Savera & Co P Ltd (In  
Liquidation) stood revoked upon his death.

AND WHEREAS upon death of said  
Prabhakar Singh an application was made by the  
Savera Associates Pvt. Ltd, the Purchaser herein before  
the Hon'ble High Court at Calcutta for the following  
reliefs :-

The total area comprising class (1),(2),(3),(4)and  
(5) of the First Schedule is above measuring an  
area of 3045 acres that is 16 Eight 9 Contas  
7 Chakras with all plants and machinery, Building  
structure erections and other construction built  
thereon.

*Prabhakar Singh*



*Prabhakar Singh*



15 Bighas 3 Cents and 3 Chittas more or less

Land at premises no 18, South Tanga Road, Calcutta  
700046, instead of 16 Bighas 9 Cents and 7 Chittas  
as per the particulars recorded in the registered Indenture  
dated 7<sup>th</sup> day of December, 1968, executed by Trustee of  
Khand Prasthan.

**AND WHEREAS** Pursuant to publication of

such sale notice when the assets of Savers & Company  
Private Limited (In Liquidation) was put up for sale by the  
Honble Court on 19<sup>th</sup> February, 1993 the highest offer for  
a sum of Rs 30,00,000/- only for the entire assets of the  
company (In Liquidation) was accepted by the Honble  
Court.

**AND WHEREAS** one unsuccessful bidder

preferred an appeal against the said order dated 19th  
February, 1993 and the Honble Division Bench at Calcutta

situated at 18, South Tanga Road, Calcutta-700015 as

mentioned in Schedule - II of the terms of settlement  
more or less with land and building, and plant and  
machinery and other structures thereon more particularly  
and fully described in the **SECOND SCHEDULE**  
hereunder written and of the estate, assets, rights, title,  
claim and demand of the vendor into or upon the said

property or any part thereof **TO HOLD** the same  
INTO and to the use of purchaser forever.

**AND WHEREAS** pursuant to and in terms

of the said order dated 18<sup>th</sup> March, 1994 the Probhu  
Math Singh being the predecessor in interest of the  
Savers Associates Private Limited the purchaser herein  
having duly paid the entire payment of the sum of  
RS 2,00,00,000 (2 crores) and a further sum of Rs  
1,26,585/- towards interest for making default in payment

AND, Registrar of Assurances  
Calcutta



AND, Registrar of Assurances  
Calcutta



The total area in(a), (b), (c), (d), (e) and (f) of Clause (5) is 7192 square feet or 1.65 acres together with all plants and machinery, building, structure, erections and other construction built thereon all being portion of premises no 18 South Tanga Road, Calcutta 700046.

(a) 635	BASTU	190	.75	208sqft
(b) 408	BASTU	191	.32	1801sqft
(c) 409	BASTU	290	4.44	1409 sqft
(d) 62	PKURR	168	.31	1046 sqft
(e) 62	PKURR	15	.15	392 sqft
(f) 71	BASTU	213	.07	372 sqft
(g) 52	PKURR	176	.45	49 sqft

Calculation No. 640 No. MATHEW OF LAMB, TOTAL AREA OF SAID AREAS

AND WHEREAS in terms and in compliance of the order dated 30<sup>th</sup> September, 1956 the Prabh Nath Singh being the predecessor in interest of the Savera Associates Private Limited the purchaser has paid a sum of Rs. 63,000/- on account of security charges to the Official Liquidator.

AND WHEREAS after transfer of Land measuring 12 Bighas, 13 Cents 3 Chittabs out of the total 15 Bighas 3 Cents and 3 Chittabs more or less Land at premises no 18, South Tanga Road, Calcutta 700046, the said Prabh Nath Singh being the predecessor in interest of the Savera Associates Private Limited, the purchaser herein retained all its right, title and interest over and in respect of the balance portion of land comprising of 2 Bighas 10 Cents more or less as particularly described in the Second

Prabh Nath Singh



Prabh Nath Singh



AND WHEREAS in compliance of the said order dated 22<sup>nd</sup> May, 2001 whereby Official Liquidator was directed to execute the Conveyance in favour of Savera Associates Private Limited the purchaser hereinafter Savera Associates Private Limited having forwarded a copy of the draft conveyance to the Official Liquidator for approval and execution of the same in respect of land property comprising of 2 Bighas 10 Corba situated at southern portion of premises no 18, South Tangra Road, Calcutta-700015 as mentioned in Schedule -B of the terms of settlement more or less with land and building, and plant and machinery shed and structures thereon more particularly

of unadmitted interest and a further sum of Rs 63,000/- towards security charges to the Official Liquidator High Court, Calcutta, the vendor herein

by its Order dated 15<sup>th</sup> June 1993 was pleased to set aside the said order dated 19<sup>th</sup> February, 1993 and referred back the matter to the Company Court at Calcutta by its Order dated 15<sup>th</sup> June 1993 for resale of the property upon due advertisement and after giving opportunity to all the intending purchaser including the worker who were willing to purchase the property of Savera & Company Private Limited (in Liquidation).

AND WHEREAS thereafter the matter came up for further consideration before the Hon'ble Company Judge on 7<sup>th</sup> February, 1994 and the official Liquidator was directed to issue a fresh advertisement mentioning therein that the said advertisement was in furtherance to the earlier one issued and the advertisement was directed to be made for sale of the entire assets of the Company (in Liquidation) either by lot or for the Debenture Holders (Debt Road, property and the other for South Tangra Road.



**AND WHEREAS** Esam Chemical

Industries made an application before the Hon'ble High Court at Calcutta inter alia praying for modification of the order dated 30<sup>th</sup> September, 1996 to the extent that sale is confirmed subject to a Memorandum of Understanding dated 3<sup>rd</sup> September, 1996 created between the Esam Chemical Industries and the Prithvi Nath Singh being the predecessor in interest of the Savera Associates Private Limited the purchaser herein for sale of the property at 60B, Deendras Chandra Roy Road, Calcutta 700015, whereupon the said order dated 30<sup>th</sup> September, 1996 was modified by an order dated 1<sup>st</sup> October, 1996 to the extent that the said sale was confirmed subject to the Memorandum of Understanding dated 3<sup>rd</sup> September, 1996 in respect of the aforesaid premises.

Trust No. 1298/2833 in the District of 24 Parganas comprised in C.S. Khanan and Dargoo as follows -

AREA	HA. DAONO	HA. KHATANNO
------	-----------	--------------

187	755	187
1257		2Aava
187		35

27 Aava

(5) ALL THAT piece or part of land measuring 165 aava situated lying at Meaza Tanga I.L. No. 5 Pargana post-gram P.S. Tolgyanga R.S. No. 1 (GD 4) Trust No. 1298/2833 in the District of 24 Parganas comprised in C.S. Khanan and Dargoo as follows -

www.rajshree.com



www.rajshree.com



property with Stock, Structures and equipment and or as a whole unit

AND WHEREAS pursuant to the said order dated 7<sup>th</sup> February, 1994 a sale notice dated 28<sup>th</sup> February, 1994 being the last sale notice was published in the newspaper for sale of assets of Savers & Company Private Limited (In Liquidation) on "as is where is" basis

AND WHEREAS the Ex workmen of Savers & Company J. Ltd (In Liquidation) created a Power of Attorney in favour of Prateb Nath Singh being the predecessor in interest of the Savers Associates Private Limited the Purchaser herein to Participate in sale proceedings, before the Hon'ble High Court at Calcutta, as authorised Attorney and authorised representative on behalf of the Ex workmen of Savers & Company, Ltd

and fully described in the SECOND SCHEDULE. The Official Liquidator High Court, Calcutta, the vendor herein now intends to execute the conveyance in favour of Savers Associates Private Limited the purchaser herein in respect of the premises situate at 18, South Tangra Road, Calcutta-700015 as more particularly described in the Second Schedule hereunder.

NOW THIS INDENTURE WITNESSETH that pursuant to the order of sale dated 19th March, 1994 passed by the Hon'ble Justice Sigmund Kumar Sen and in pursuance of the orders dated 29<sup>th</sup> February, 1996, 30<sup>th</sup> September, 1996 and 1<sup>st</sup> October, 1996 passed by the Hon'ble Mr. Justice Sigmund Kumar Sen and the order dated 5<sup>th</sup> August, 1998 passed by the Hon'ble Justice Koushik Kumar Mitra and the order

Att. Advocate of Calcutta High Court



Att. Advocate of Calcutta High Court





AND WHEREAS the Prithvi Nath Singh being the predecessor in interest of the Savera Associates Private Limited the purchaser herein made an application before the Hon'ble High Court at Calcutta, inter alia praying for confirmation of sale and for execution of conveyance in respect of the plot and machinery as also the plot of land containing an area of approximately 15 Hectares 3 Cents and 3 Chittaks at 18, South Tanga Road, Calcutta 700 46 and 2 (Two) Hectares, 10 (Ten) Cents, 15 (Fifteen) Chittaks and 9 (Nine) Square feet of land with the building shed and structure at 66B, Debnath Chandra Day Road, Calcutta-700 015, whereupon a further order was passed on 20<sup>th</sup> September, 1986 whereby the sale in respect of the assets of Savera & Co.P. (In Liquidation) was confirmed in favour of Prithvath Singh and the Official Liquidator was directed to execute the conveyance by 10<sup>th</sup> October, 1986.

KHATTAN NO. SUB KHATTAN NO. DAG NO. AREA

138	139	198	03	Acres
137	140	202	03	"
	141	201	02	"
	142	205	02	"
	143	199	02	"
	144	204	09	"
	145	203	23	"
	146	208	06	"
	147	209	06	"
	148	206	07	"
149	149	195	03	"
150	150	194	08	"
151	151	196	03	"

.77 Acres

[4] ALL THAT piece or parcel of land having

Dakshin right measuring .37 acres situate lying at

Khattan 11, No. 5 Pargana

Madhyanagar P.S. Taluqa R.S. No. 1 (DD 4)



Signature



Signature

about 20<sup>th</sup> December 2000, 16<sup>th</sup> January 2001, 14<sup>th</sup> May 2001 passed by the Hon'ble Justice Akote/Chakraborty and the order dated 22nd May 2001 passed by the Hon'ble Justice (Singh) and in consideration the Prithu Nath Singh being the predecessor in interest of the Sovers Associates Private Limited the purchaser herein having duly paid the entire payment of the sum of Rs 2,00,00,000 (2 crores) alongwith a further sum of Rs 1,26,585 towards interest for making default in payment of instalments and a further sum of Rs 63,000 towards security charges to the Official Liquidator High Court, Calcutta in terms of the orders passed from time to time by the Hon'ble High Court at Calcutta of which a sum of Rs 10,00,000/- (Rupees Ten Lacs) only paid by the Purchaser herein to the Vendor in consideration amount towards 2 (Two) Hights, 10 (Ten) Cottages, of land lying at southern portion of the premises no 18,

AND WHEREAS pursuant to the sale notice published on 26<sup>th</sup> February, 1994, an auction sale was held in the Hon'ble High Court at Calcutta on 18<sup>th</sup> March, 1994 wherein all the moveable and immovable properties being the assets of the said Sovers & Co, Ltd (in Liquidation) was offered for sale and the offer of Prithu Nath Singh being the predecessor in interest of the Sovers Associates Private Limited the Purchaser herein for Rs 2,00,00,000/- (Rupees Two Crores) was accepted by the order dated 18<sup>th</sup> March 1994.

AND WHEREAS the said offer of Rs 2,00,00,000/- (Rupees Two Crores) of Prithu Nath Singh being the highest offer in respect of the entire assets of the said company (in Liquidation) being Premises No. 18, South Tangra Road, Calcutta with the factory shed and machines therein and Premises No 603A, Dependin Chandra Day Road, Calcutta-700 015 with building

2013, 2014, 2015



2013, 2014, 2015



2,00,00,000 (2 crores) to the Official Liquidator High Court, Calcutta, the vendor herein.

**AND WHEREAS** the Prabh Nath Singh being the predecessor in interest of the Savras Associates Private Limited the purchaser herein made an application before the Hon'ble High Court at Calcutta inter alia praying for Clarification of the order dated 18<sup>th</sup> March 1994 in respect of operation of default clause, whereas a further order was passed on 29<sup>th</sup> February, 1996 whereby the Hon'ble Court directed the Prabh Nath Singh to pay a further sum of Rs 1,36,585 to the Official Liquidator on account of interest for making default, and the said sum was duly paid in compliance of the said order dated 29<sup>th</sup> February, 1996.

portion of premises no 18 South Tanga Road, Calcutta 700046 being Holding No 119, 120, 129 and 130 in Division (iv) Sub Division L, recorded in settlement Khaman No. 523 C.S. Plot No 188 together with all plots and machineries Building structures and erections therein or part thereof.

(3) **ALL THAT** piece or parcel of rent redeemed land measuring 77 acres appearing to panchanganam Total No. 1298/2833 of the Collectorate of 24 Parganas being holding No 135 and 130 in Division (iv) Sub Division L, situate in north Tanga within the Tanga Toddygangs sub Registry office Alipore in the District of Parganas comprised in C.S. Khaman and

NOTA REGISTRAR DE CALCUTA



NOTA REGISTRAR DE CALCUTA



South Tanga Road, Calcutta-700066 alongwith and  
described in the Second Schedule hereunder written in  
or before the execution of these presents  
The receipt whereof the vendor doth hereby admit,  
acknowledge and from the same and every part thereof  
acquits, release and discharge, the purchaser and the  
premises is hereby sold, transferred and conveyed and  
intends as to be the Vendor do hereby grant, sell,  
convey, transfer, assign and secure the same unto and in  
favor of the purchaser ALL THAT piece and parcel  
of land measuring about 2 (Two) Bighas, and 10 (Ten)  
Cottahs, more fully described and set out in Second  
Schedule hereunder written and delineated on the map  
or plan annexed hereto and thereon coloured "Yellow"  
and marked as Plot No. B more fully set out and  
described in Second Schedule hereunder written on as  
is there is here subject to all rents, taxes,

standing thereon, the Hon'ble company Court accepted  
the said offer and was pleased to record that the entire  
property of the said company (in Liquidation) is sold to  
Prithwanth Singh, Constable Attorney and authorized  
representative of the workmen of Savera Company  
Private Limited (in Liquidation) as a going concern  
and the purchaser will not dispose of or encumber or  
alienate with the assets of the said Company without the  
leave of the Hon'ble Court till the entire payment is paid  
off.

AND WHEREAS purchase and in terms  
of the said order dated 18<sup>th</sup> March, 1994, The Official  
Liquidator High Court, Calcutta, the vendor herein on  
20<sup>th</sup> April 1994 duly handed over the Possession of  
entire assets and properties of Savera and Company Ltd  
(in Liquidation) including the moveable and immovable  
property, land with building deed and structure situated

Law, Registrar of Companies  
Calcutta



Law, Registrar of Companies  
Calcutta



Associates Private Limited the Purchaser herein for sale of the premises at 60B, Debenra Chandra Day Road, Calcutta 700015, however the Official Liquidator was not a party to the aforesaid Agreement and Memorandum of Understanding.

**AND WHEREAS** the Board Chairman Industries agreed to purchase the said premises for a sum of Rs.30 lacs which was duly paid to the Official Liquidator, High Court, Calcutta on behalf of the said parties with eight towards legal consideration paid by him for the entire assets of the company (in Liquidation)

**AND WHEREAS** pursuant to and in terms of the said order dated 18<sup>th</sup> March, 1994 the Purchaser Math Singh being the predecessor in interest of the Davera Associates Private Limited the purchaser herein duly paid the entire payment of the sum of Rs

KHATIAN NO SUB KHATIAN NO DAQ NO AREA

193	15 Acres	207	- 13 "	210	- 30 "	211	- 26 "	200	30 "	197	0.1 "
-----											
344 Acres											
-----											

(2) ALL THAT piece or parcel of Jabberj land measuring 70 acres more or less together with all Building structure erections and other construction built thereon with all plants and machinery being



assessments, rates, duties charges upon the same or which may from date of these presents become payable in respect thereof to the Government of West Bengal or the corporation or any other statutory authority OR HOWSOEVER OTHERWISE the said land heretofore and premises or any part thereof now are or is or heretofore were or was tenanted or held or known numbered described or distinguished TOGETHER WITH all trees, sewers, drains, water-courses, lights, liberties, privileges, easements and appurtenances whatsoever to the said land heretofore and premises being or in any way appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title interest, claim and demand whatsoever of the said Savers & Co., Ltd. (In Liquidation) who and upon the said premises or any part thereof **TO HAVE AND TO HOLD** the said land heretofore and premises

11

Stamp Register of Assam  
Diphu



at 15 Highes and 3 Chitales more or less land at premises no 18, South Tangra Road, Calcutta 700046 and land with building shed and structure at premises no 68B, Debenra Chandra Dey Road, Calcutta-700 015 to the Pritha Nath Singh being the predecessor in interest of the Savers Associates Private Limited the purchaser herein

**AND WHEREAS** the Pritha Nath Singh after paying part consideration money being difficulty in making payment of balance money applied before this Honble Court to obtain leave to sale a portion of the factory premises of the company (In liquidation) at 18, South Tangra Road, Calcutta, which would be no longer be required to run factory to one Ajit Nath, so that some portion of the balance consideration money may be paid.

12

Stamp Register of Assam  
Diphu



337	179	1.20 Acre
• 37	189	
• 52	192	

**KHATTAN NO SUB KHATTAN NO DAG NO AREA**

follows:-  
 Programs completed in C.S. Khattan and Dag No as  
 sub Registry office Alipore in the District of 24  
 estate in south Tangra within the Thana College  
 No 155 and 130 in Division (B) Sub Division I  
 18 South Tangra Road, Calcutta 700046 being holding  
 Construction built thereon being portion of premises no  
 with all Building structure erections and other  
 Rights 9 Cents and 7 abutts more or less together  
 (1) ALL THAT piece or part of land measuring 16

**THE FIRST SCHEDULE ABOVE REFERRED TO**

at 27

AND WHEREAS the said Prabus Nath  
 Singh entered with an Agreement dated 27<sup>th</sup> July, 1995  
 and a Memorandum of Understanding dated  
 3<sup>rd</sup> September, 1995 was also executed between the  
 Eastern Chemical Industries and the Prabus Nath  
 Singh being the predecessor in interest of the Savers

comprising of 2 Rights 10 Cents lying at  
 southern portion of the said premises valued at Rs  
 10,00,000. (Ten Lacs), with the Official Liquidator at  
 Calcutta on diverse dates and for the payment of the  
 balance sum of Rs.30,00,000/- approached the Eastern  
 Chemical Industries, a tenant in respect of premises  
 at 68B, Debenra Chandra Dey Road, Calcutta, to buy  
 the said land with building comprising of an area of 2  
 (Two) Rights, 10 (ten) Cents, 15 (fifteen) abutts  
 and 9 (nine) Square Feet, more or less situated at 68B,  
 Debenra Chandra Dey Road, Calcutta 700015.

at 28

Attn: Registrar of Companies  
 District

Attn: Registrar of Companies  
 District



11

herby granted or expressed to be unto and to the use of the Purchaser absolutely and forever AND the Vendor doth hereby covenant with the Purchaser that the Vendor has not at any time done knowingly suffered or being party or privy to any act deed or thing whereby he is prevented from granting the said hereditaments and premises in manner aforesaid or hindered from transferring the same AND the Vendor now hath good rightfull power and absolute authority to grant transfer convey and assign the said premises unto the Purchaser in manner aforesaid AND the Vendor shall and will from time and at all times hereafter at the request charges and cost of the Purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further better and more perfectly ensuring the said premises herby conveyed and every part thereof unto the Purchaser



11

AND WHEREAS the said Petitioner with Sleigh made another application praying for extension of time to make payment, by instalments the purchase price which was payable by the said Petitioner Sleigh under the order dated 18<sup>th</sup> March 1994.

AND WHEREAS the above two applications were disposed by an order dated 17<sup>th</sup> January 1995 by the Heritable Court with an observation that at this stage Petitioner Sleigh, as the representative of the workers have no right to create or transmit any right whatsoever nature in favour of any third party until the order dated 18<sup>th</sup> March 1994 is complied.





70046 for a Consideration Rs 1, 00, 00,000 [1. 60 Cross] the balance portion of land comprising 60 Cross] was retained by the Prithu Nath Singh being the predecessor in interest of the Savera Associates Private Limited the Purchaser herein more or less as particularly described in the Second Schedule written hereunder.

AND WHEREAS in terms of the said order dated 18<sup>th</sup> March 1994 the said Prithu Nath Singh duly made the payment of a sum of Rs.1, 00,00,000/- for the 12 Bighas 13 Cents and 3 Chittaks more or less Land lying at northern, southern and eastern portion of premises no 18, South Tanga Road, Calcutta 700040 sold for a Consideration of RS 1, 00, 00,000 [1. 60 Cross] and the balance portion of land

registration fees and that if in future any additional amount by way of deficit stamp or fees is required to be paid, the party of the second part shall bear the same and the vendor shall not be responsible to make any payment.

payment.

70046 for a Consideration Rs 1, 00, 00,000 [1. 60 Cross] the balance portion of land comprising 60 Cross] was retained by the Prithu Nath Singh being the predecessor in interest of the Savera Associates Private Limited the Purchaser herein more or less as particularly described in the Second Schedule written hereunder.

AND WHEREAS in terms of the said order dated 18<sup>th</sup> March 1994 the said Prithu Nath Singh duly made the payment of a sum of Rs.1, 00,00,000/- for the 12 Bighas 13 Cents and 3 Chittaks more or less Land lying at northern, southern and eastern portion of premises no 18, South Tanga Road, Calcutta 700040 sold for a Consideration of RS 1, 00, 00,000 [1. 60 Cross] and the balance portion of land

70046 for a Consideration Rs 1, 00, 00,000 [1. 60 Cross] the balance portion of land comprising 60 Cross] was retained by the Prithu Nath Singh being the predecessor in interest of the Savera Associates Private Limited the Purchaser herein more or less as particularly described in the Second Schedule written hereunder.

AND WHEREAS in terms of the said order dated 18<sup>th</sup> March 1994 the said Prithu Nath Singh duly made the payment of a sum of Rs.1, 00,00,000/- for the 12 Bighas 13 Cents and 3 Chittaks more or less Land lying at northern, southern and eastern portion of premises no 18, South Tanga Road, Calcutta 700040 sold for a Consideration of RS 1, 00, 00,000 [1. 60 Cross] and the balance portion of land

allowed as shall or may be reasonable required. AND that it is clearly agreed that notwithstanding anything contained in any of the above paragraphs or clause the purchaser will be entitled to only such right title and interest in land and building as the company (in Liquidation) had in the said property which was put up for sale on "as is where it has" pursuant to which the Prithu Nath Singh being the predecessor in interest of the Severn Associates Private Limited the Purchaser herein purchased the property the said property is now sold, conveyed to the Purchaser by the Official Liquidator High Court, Calcutta the vendor herein on "as is where it has" in terms and in compliance of the orders passed by the Hon'ble High Court at Calcutta and it is recorded that the party of the second part being the purchaser herein has to bear the entire cost of the documents to safe including stamp duty and

AND WHEREAS after entering into an agreement to sell and transfer the Land measuring 12 Bighas, 13 Cents and 3 Chittas out of the 15 Bighas 3 Cents and 3 Chittas more or less Land at premises no 18, South Targu Road, Calcutta

AND WHEREAS Prithu Nath Singh being the predecessor in interest of the Severn Associates Private Limited the Purchaser herein entered into an agreement on 31<sup>st</sup> January 1995 with Aji Nam, the proprietor of Harvard House to sell and transfer Land measuring 12 Bighas, 13 Cents 3 Chittas out of the 15 Bighas 3 Cents and 3 Chittas more or less Land at premises no 18, South Targu Road, Calcutta 700046 for a Consideration of Rs 1, 60,00,000 (1.60 Crores) however the Official Liquidator was not a party to the aforesaid Agreement.

Notary Public for Assam  
Dibrugarh



Notary Public for Assam  
Dibrugarh

