

3071 in Khatian No. 343, Touzi No. 172, Mouza Belghoria within Kamarhatty Municipality at Nilgunj Road in Circle no.VI, Thana Baranagore, Sub-Registry, Cossipore, Dum Dum, District - 24 Parganas and also shown and delineated in RED borders in the plan annexed thereto (hereinafter referred to as the "said property") free from all encumbrances whatsoever, at or for the consideration therein mentioned.

B. The said Messrs Bharat Woollen Mills Ltd., from time to time erected and/or constructed several buildings, factory sheds, offices, durwan quarters, godowns, boundry walls and other structures in or upon the "said property" and further installed various plants and machineries thereat for the manufacture of woollen blankets, cloth etc., (hereinafter collectively referred to as the "said Woollen Mills") and further commenced carrying on business of running the said woollen mills.

C. The name of the said Messrs Bharat Woollen Mills Ltd., was subsequently changed to Messrs RAIGARH JUTE & TEXTILE MILLS LIMITED under the provisions of the Companies Act, 1956, whereupon a fresh Certificate of incorporation dated 22nd September, 1982 was duly issued by the Office of the Registrar of Companies, West Bengal.

D. The name of Raigarh Jute & Textile Mills Ltd., the Vendor herein was duly mutated as the Owner in respect of the said Woollen Mills with effect from the 4th quarter 1986-87 in the records of the Kamarhatty Municipality in place and stead of Bharat Woollen Mills Ltd.

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E. In the premises, Messrs Raigarh Jute & Textile Mills Ltd., is seized and possessed of or otherwise well and sufficiently entitled as absolute Owner in respect of the said Woollen Mills, more fully described in the Schedule hereunder written.

F. Punjab National Bank instituted a suit being Suit no.240 of 1987 (Punjab National Bank -Vs- Raigarh Jute & Textile Mills Ltd., & Ors.), in the Hon'ble High Court at Calcutta for various reliefs mentioned in the plaint filed in the said suit. In the said suit the Hon'ble Mr. Justice Umesh Chandra Banerjee of the Hon'ble High Court, Calcutta from time to time passed various orders and/or directions as also the order for sale of the said Woollen Mills.

G. In pursuance of the orders from time to time passed in the said suit no. 240 of 1987, offers were invited from the intending buyers for sale of the said Woollen Mills. The offer of Sri Ashok Kumar Kalanauria, the Confirming Party herein for purchase of the said Woollen Mills at the consideration sum of Rs. 60 lacs was found to be the highest.

H. By an order dated 17th September, 1992 passed by the Hon'ble Mr. Justice Umesh Chandra Banerjee in the said suit no. 240 of 1987 (Punjab National Bank -Vs- Raigarh Jute & Textile Mills Ltd., & Ors.) the said offer of Sri Ashok Kumar Kalanauria, the Confirming Party herein, for purchase of the said Woollen Mills was duly accepted by the Hon'ble Court and the Confirming Party herein was granted liberty to pay the said agreed consideration sum of

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Rs. 60,00,000/- (Rupees Sixty lacs) only in instalments in the manner therein mentioned.

I. By the said order dated 17th September 1992 it was further ordered that on payment of the initial sum of Rs. 27 lakhs by the Confirming Party herein towards part-payment of the said agreed consideration money, the Confirming Party herein would be at liberty to deal with and/or dispose of the plants and machineries comprised in the said Woollen Mills.

J. In pursuance of the liberty granted by the said order dated 17th September, 1992 the Confirming Party herein duly paid Rs. 39,00,000/- (Rupees Thirty nine lacs) only towards part payment of the said agreed consideration money and further removed and took away all the plants, machineries and other movables of the said Woollen Mills.

K. The said Sri Ashok Kumar Kalanauria the Confirming Party herein has since duly paid Rs. 21,00,000/- (Rupees Twenty One Lacs) only being the said balance consideration sum of Rs. 60,00,000/- (Rupees Sixty Lacs) only in compliance of the said order dated 17th September, 1992.

L. Subsequently by an order dated 17th August, 1993 as modified by the order dated the 10th September 1993 both passed by the Hon'ble Mr. Justice Umesh Chandra Banerjee in the said suit no. 240 of 1987 the Punjab National Bank was given liberty to accept the said payments already made by the Confirming Party herein and it was recorded that Sri Ashok Kumar Kalanauria the Confirming Party herein is at liberty to nominate his nominee(s) for purchase of the said Woollen

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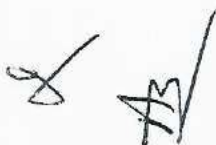
Mills therein described as the Belghoria property, as was confirmed by the earlier order dated 17th September, 1992.

M. The Hon'ble Mr. Justice Umesh Chandra Banerjee by the said order dated 17th August, 1993 as modified by the said subsequent Order dated 10th September, 1993 inter alia, further made it clear that the said sale of the said Woollen Mills being a distress sale the question of applicability of the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or the West Bengal Town & Country (Planning & Regulation) Act, 1979 or the provisions Under Section 230A and Section 269(UC) of the Income Tax Act, 1961 did not and could not arise. The Hon'ble Court also gave directions for the execution and registration of the Conveyances without fulfilment of the conditions attached under the said Acts.

N. The Hon'ble Court by the said order dated August 17, 1993 as modified by the said Order dated the 10th September, 1993 also gave directions for the execution of the said Deeds of Conveyance by Mr. M.P. Jalan on behalf of the Vendor Company and also directed Mr. B.P. Jalan to witness the execution of such conveyance deeds.

O. In pursuance of the said liberty granted by the Hon'ble Court by the said order dated 17th September, 1992 and the said Order dated 17th August, 1993 as modified by the said subsequent Order dated 10th September, 1993 passed by the Hon'ble Mr. Justice Umesh Chandra Banerjee in the said Suit No. 240 of 1987 as aforesaid, Sri Ashok Kumar Kalanauria, the confirming party herein duly nominated the purchaser abovenamed as his nominee to complete the purchase

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in respect of ALL THAT an Undivided 1/10th (One-tenth) part or share of the said Woollen Mills being the piece or parcel or plots of land measuring 3 (three) Bighas, 5 (five) Cottahs, 4 (four) Chittacks and 21 (twenty one) sq.ft. be the same a little more or less TOGETHER WITH buildings, sheds, offices, Power house, Boiler house, Pump house, Lavatories, Factory-shed boundry walls and other structures whatsoever lying erected and/or built thereon situate lying at and being portion of premises no. 4, S.P. Mukherjee Road (formerly Nilgunj Road), P.S. Belghoria, under Kamarhatty Municipality, District - 24 Parganas (North), more fully described in the Schedule hereunder written and also shown and delineated in RED borders in the plan annexed hereto (hereinafter referred to as the "said Undivided 1/10th (one-tenth) part or share of the said premises").

P. Messrs Raigarh Jute & Textile Mills Ltd., the Vendor herein having duly accepted the said nomination made by the Confirming Party herein as hereinbefore stated in terms of the said order dated 17th September, 1992 and 17th August, 1993 as modified by the said order dated 10th September 1993 all passed in Suit No. 240 of 1987 has agreed to sell, transfer and convey the said "Undivided 1/10th (one-tenth) part or share of the said premises" in favour of the Purchaser.

Q. In the premises the Vendor has agreed to sell and the Purchaser has agreed to purchase the said "Undivided 1/10th (one-tenth) part or share of the said premises being ALL THAT an Undivided 1/10th (one-tenth) part or share of the

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said Woollen Mills being the pieces or parcels or plots of land measuring 3 (three) Bighas, 5 (five) Cottahs, 4 (four) Chittacks and 21 (twenty one) sq.ft. more or less TOGETHER WITH buildings, sheds, offices, power house, boiler house, pump house, lavatories, factory-shed, boundry walls and other structures whatsoever lying erected and/or built thereon situate lying at and being portion of premises no. 4, S.P. Mukherjee Road, (formerly Nilgunj Road), P.S. Belghoria, under Kamarhatty Municipality, District - 24 Parganas (North) more fully described in the Schedule hereunder written and also shown in RED borders in the plan annexed hereto, free from all encumbrances whatsoever at or for the agreed consideration sum of Rs.2,50,000/- (Rupees Two lacs fifty thousand) only.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in pursuance of the said Orders dated 17th September, 1992 and the Order dated the 17th August 1992 as modified by the said Order dated the 10th September, 1993 passed by the Hon'ble High Court, Calcutta in Suit No. 240 of 1987 (Funjab National Bank -Vs- Raigarh Jute & Textile Mills Ltd. & Ors.) and in pursuance of the said nomination made by the Confirming Party and duly accepted by the Vendor as hereinbefore stated, and in consideration of the said sum of Rs.2,50,000/- (Rupees Two lacs Fifty thousand) only duly paid on or before the execution of these presents to the Vendor by the Purchaser (the receipt whereof the Vendor as also the Confirming Party do and each of them doth hereby as also by the Memorandum hereunder written admits and acknowledges and of and from the

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same and every part thereof acquits, releases and discharges the Purchaser as also the premises hereby intended to be sold transferred and conveyed) the said Messrs Raigarh Jute & Textile Mills Limited, the Vendor herein doth hereby grant sell, transfer, convey, assign and assure and the Confirming Party abovenamed doth hereby confirm unto and in favour of the purchaser abovenamed **ALL THAT** an Undivided 1/10th (One tenth) part or share in the pieces or parcels or plots of revenue redeemed land containing by measurement an area of 3 (three) Bighas, 5 (five) Cottahs, 4 (four) Chittacks and 21 (twenty one) sq.ft. be the same a little more or less **TOGETHER WITH** buildings, Durwan quarters, sheds, offices, power houses, boiler house, pump house, lavatories, factory-shed boundry walls and other structures whatsoever lying erected and/or built thereon situate lying at and being portion of Dag Nos. 3070 and 3071 in Khatian no. 343, Touzi No. 172, J.L. No. 3, in Mouza Belghoria, District - 24 Parganas (North) within the Kamarhatty Municipality being Municipal premises no. 4, S.P. Mukherjee Road (formerly Nilgunj Road) and also show and delineated in **RED** borders in the map or plan annexed hereto more fully described in the Schedule hereunder written, hereinafter referred to as the "Undivided 1/10th (One tenth) part or share of the said premises" free from all encumbrances, mortgages, charges, liens, lispensens, claims, demands, liabilities, acquisitions, requisitions, alignments and trusts whatsoever.

OR HOWSOEVER OTHERWISE the "said Undivided 1/10th (one-tenth) part or share of the premises" or any part or portion thereof now are or heretofore were or was situated

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tenanted butted bounded called known numbered described and distinguished.

TOGETHER WITH all structures, walls, yards, compounds, areas, ways, sewers, drains, water, water-courses and all manner of connections and the right of all paths and passages leading to the "said premises" and the benefits and advantages of all ancient or other rights, easements and benefits appertaining to the "said premises" AND ALL THAT privileges and appurtenance whatsoever in the "said premises" or any part thereof belonging to or in anywise appertaining thereto or with the same and every part thereof or known as part or parcel or member thereof or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion or reversions, remainder or remainders AND ALSO the rents issues and profits of the "said premises" to the extent of 1/10th (one tenth) part or share AND all the estate, right title, interest, demand inheritance use liberty claim and demand whatsoever both at law and in equity of the Vendor into and in any manner concerning the "said Undivided 1/10th (one tenth) part or share of the said premises" and every part thereof.

TOGETHER WITH all deeds, pattahs, muniments, writings and evidences of title and other documents in anywise exclusively relating to or concerning the "said Undivided 1/10th (one tenth) part or share of the said premises" or any part thereof, which now are or hereafter shall or may be in the custody, power or possession of the Vendor or any other person from whom the Vendor can or may

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procure the same without any action or suit at law or in equity.

TO HAVE AND TO HOLD the "said Undivided 1/10th (one tenth) part or share of the said premises" more fully described in the Schedule hereunder written hereby sold granted conveyed transferred or otherwise assured and confirmed or expressed or intended so to be unto and to the use of the purchaser absolutely and for ever without any manner of condition use trust and other things whatsoever to alter, defeat, encumber or make void the same and free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, acquisitions, requisitions, alignments and trusts whatsoever.

AND THE VENDOR doth hereby covenant with the Purchaser abovenamed as follows:-

THAT notwithstanding any act deed matter or thing whatsoever by the Vendor or any predecessors in title of the Vendor made, done or executed or knowingly suffered to the contrary, the Vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the "said Undivided 1/10th (one tenth) part or share of the said premises" hereby granted, sold, conveyed and transferred, without any manner of condition use, trust or other things whatsoever to alter defeat encumber or make void the same.

AND THAT notwithstanding any such act deed matter or thing whatsoever as aforesaid the Vendor has good right,

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full power, absolute authority and indefeasible title to grant, sell, convey and transfer the "said Undivided 1/10th (one tenth) part or share of the said premises" hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

AND THAT the purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold, possess and enjoy the "said Undivided 1/10th (One tenth) part or share in the said premises" hereby granted, sold, conveyed and transferred AND ALSO exclusively receive the rents issues and profits of the said premises no. 4, S.P. Mukherjee Road, Cossipore, Dum Dum to the extent of 1/10th (one tenth) part or portion thereof without any lawful eviction interruption, hindrance, claim or demand whatsoever from or by the Vendor or any other person or persons having or lawfully or equitably claiming any estate or interest or right in the "said premises".

AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and discharged by and at the costs and expenses of the Vendor AND WELL and sufficiently indemnified of from and against all manner of claims, charges, mortgages and encumbrances whatsoever made suffered created done executed or occasioned by the Vendor or any other person or persons whomsoever lawfully or equitably or rightfully claiming any estate or interest or right as aforesaid.

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AND THAT the said premises no. 4, S.P. Mukherjee Road, Cossipore, Dum Dum is not affected by any attachment including attachment under any Certificate case or any proceedings started at the instance of the Income-Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other acts or laws whatsoever AND THAT there is no certificate case or proceeding pending against the Vendor for realisation of the arrears of Income-Tax or other taxes or dues under the Public Demands Recovery Act and/or any other acts for the time being in force AND THAT the said premises no. 4, S.P. Mukherjee Road, Cossipore, Dum Dum is not affected by any Notice or Scheme for requisition or acquisition or alignment of any of the Government Authorities or any other Public Body or authority whatsoever.

AND ALSO THAT no declaration has been made or published for requisition or acquisition of the "said premises no. 4, S.P. Mukherjee Road, Cossipore, Dum Dum or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the same or any part thereof is not affected by any Notice of acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other acts or enactments whatsoever for the time being in force.

AND FURTHER THAT the "said premises no. 4, S.P. Mukherjee Road, Cossipore, Dum Dum is not in any manner affected by the Calcutta Thika Tenancy (Acquisition & Regulation) Act of 1984.

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AND THE VENDOR doth hereby also covenant with the Purchaser that the Vendor and all other persons having or lawfully or equitably claiming any estate, right title or interest, trust, property claim and demand whatsoever in the "said Undivided 1/10th (one tenth) part or share of the said premises" hereby sold conveyed granted transferred or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the same and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

AND THE CONFIRMING PARTY doth hereby confirm the above transaction of sale and/or transfer in respect of the said "Undivided 1/10th (one tenth) part or share of the said premises no. 4, S.P. Mukherjee Road, Cossipur, Dum Dum unto and in favour of the Purchaser herein by the Vendor in the manner aforesaid AND FURTHER covenant that the Confirming Party herein shall do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever at the requests and costs of the purchaser as may be required for further, better and more perfectly confirming the above transaction of sale and/or transfer.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAI pieces or parcels or plots of revenue redeemed land containing by measurement an area of 3 (three) Bighas, 5 (five) Cottahs, 4 (four) Chittacks and 21 (twenty one) sq.ft. (as per records of the Kamarhatty Municipality,

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3 Bighas, 7 Cottahs and 12 Chittacks and as per Indenture of Conveyance dated 31-1-1950 measuring 3 Bighas, and 4 Cottahs) be the same a little more or less TOGETHER WITH buildings, sheds, offices, power house, boiler house, pump house, lavatory, factory shed, boundry walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in Mouza Belghoria, Touzi No. 172, Khatian No. 343, Dag No. 3070 and 3071, J.L. No. 3, Municipal Holding no. F-114 (formerly Holding No.F-121) in Ward no. 14 within the Kamarhatty Municipality being Municipal premises no. 4, S.P. Mukherjee Road (formerly Nilgunj Road, P.S. Belghoria, Sub-Registry Cossipore, Dum Dum, District - 24 Parganas (North), and shown and delineated in RED borders in the map or plan annexed hereto and butted and bounded in the manner as follows:

On the North by : Depot of Calcutta State Transport Co. *g*
On the South by : Municipal Road.
On the East by : Depot of Calcutta State Transport Co. *A*
On the West by : S. P. Mukherji Road,

IN WITNESS WHEREOF the VENDOR and the CONFIRMING PARTY hereto have put their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED by
the VENDOR abovenamed at
Calcutta in the presence of :

SAIGARN JUTE & TEXTILE MILLS LIMITED

Mahabir Prasad Jaha
DIRECTOR

S
Bijay Prasad Jaha
1/2 Dour Park
Calcutta
Bee Jaha
Director & Adv.

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SIGNED, SEALED AND DELIVERED by
the CONFIRMING PARTY abovenamed
at Calcutta in the presence of :

Ashok Kumar Kalmanka

Bijay Prasad Jais

Ben Jones
Solicitor & Adv.

RECEIVED of and from the
withinnamed purchaser the
amount of consideration in
full as per Memo of consi-
deration hereunder written.

Rs. 2,50,000/-
=====

MEMO OF CONSIDERATION

- 1) By Pay-order No-442384/1888/93 dated 06-11-93
issued by Oriental Bank of Commerce Bussa-Bazar
Branch in favour of the Confirming-Party
being the portion of the amount of the
said pay-order _____ Rs- 1,00,000 = 00
- 2) By cheque No-164426 dated 7-6-1993
issued by Oriental Bank of Commerce, Bussa-
Bazar Branch in favour of the Confirming-Party.
being portion of the amount of the said cheque Rs- 1,50,000 = 00

Total Rs- 2,50,000 = 00

(Rupees Two Lakhs and Fifty thousands) only

Witness:-

Bijay Prasad Jale
Ban Jale

BAIGARH JUTE & TEXTILE MILLS LIMITED

Mahabir Prasad Jale

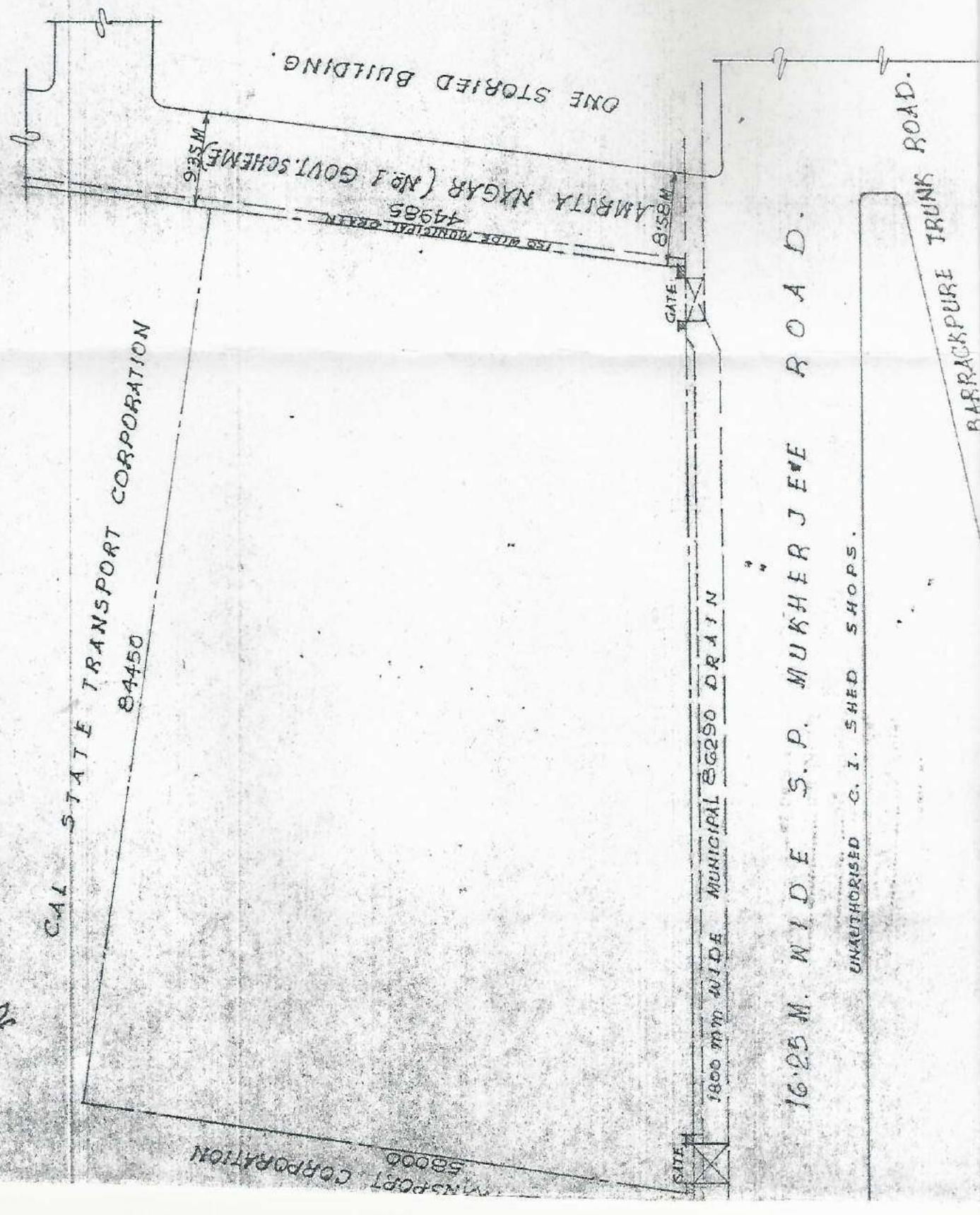
DT: 06/11/93

Ashok Kumar Kalamunda

SURVEY PLAN OF PRE. NO. 4, S. P. MUKHERJEE ROAD. (FORMERLY-
NILGUNJ ROAD) UNDER DAG NOS. 3070 & 3071 IN KHATIAN NO.
343. P.S. BEIGHARIA, DUMDUM, DIST. NORTH 24-PARGANAS.

SCALE - 1:500.

AREA: ~ 3 B-5 K-4 CH-21 SFT.



SAIGARH JUTE & TEXTILE MILLS LIMITED
Mahabhis Prasad Jaha

STREET
SIGNATURE OF VENDOR.

Ashok Kumar Yadav

SIGNATURE OF CONFIRMING PARTY.

Witness: *Sriyash Dasgupta*

WITNESS *S. Jaha*

UNAUTHORISED C. I. SHED SHOPS.

16.25 M. WIDE S. P. MUKHERJEE ROAD.

BARRACKPURE TRUNK ROAD.

TRANSPORT CORPORATION
58000

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Registered in
BOOK No. T
Volume No. 384
Pages 292 to 309
Binding No. 16360
.. the year .. 1993

Registered in.....
BOOK No.....
Volume No..... 384
Pages... 292... to... 309
Being No..... 15350
for the year..... 1993

8/11
I 16360
D/D Comparer's signature wanted

DATED THIS 17th DAY OF ~~October~~ November 1993

B E I W E E N

M/s RAIGARH JUTE & TEXTILE MILLS

.....

A N D

M/s. SM. SARLA DEVI JAIN

..... PLASER

A N D

SRI ASHOK KUMAR KALANAURIA

..... CONFIRMING PARTY

REGISTERED BY THE
REGISTRAR GENERAL

15.7.94

INDENTURE OF
CONVEYANCE
=====

Mr. B.K. JAIN
Solitor & Advocate
6 A, Kiron Shanker Roy Road,
Calcutta - 700 001.