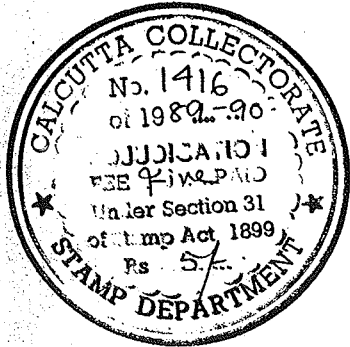


3269  
 Admissible under Rule 21, say Stamps  
 under the Indian Stamp Act of 1896 & also  
 as amended by W. Bengal Stamp Amend.  
 Act 1987 23 & 5e,  
 Schedule IA No. ...  
 has paid as follows:-

2809  
 I  
 Registrar of Assurances  
 CALCUTTA  
 2.3.90



Sec. 32 Case No. 1416 of 1989-90  
 Certified that the full stamp duty chargeable on the  
 instrument under the Indian Stamp Act, amounting  
 to Rs. 2,33,010/- (Rupees Two Lacs  
 Thirty three thousand and ten only)  
 has been paid in stamps under challan No. 88  
 dated 21-2-90.

Calcutta Collectorate Collector of Stamp Revenue  
 The 21-2-1990  
 21/2/90

A 16489-  
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 16580

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Decl filed

THIS INDENTURE MADE this ~~21~~ Second day of March

One Thousand Nine Hundred and Ninety BETWEEN N  
 WEST BENGAL FINANCIAL CORPORATION a body corpo-  
 rate established under the State Financial Cor-  
 poration Act, 1951 as amended upto date (herein-  
 after referred to as 'the said Act' and having  
 the Head Office at No. 12A, Netaji Subhas Road,  
 Calcutta-1, hereinafter called 'the CORPORATION  
 which expression shall unless excluded by or re-  
 pugnant to the context be deemed to include its



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16489  
 7  
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 Sale & Asset  
 1500,000  
 300,50  
 200,50

Presented for Registration at 3 pm  
on the 2nd day of August 1990  
at his / her residence  
by Ajit Kumar Dhar  
amanabhi kashy



Ajit Kumar Dhar  
(Ajit Kumar Dhar)

For West Bengal Financial Corporation

Ajit Kumar Dhar  
Manager (Law)  
(Ajit Kumar Dhar)

Sanjay Kumar Bajoria  
(DIRECTOR)

P. G. Chatterjee  
Registrar of Companies

CALCUTTA

2/3/90

① Ajit Kumar Dhar as Manager (Law) of West Bengal Financial Corporation. ② Sanjay Kumar Bajoria as Director of Bajoria Rubber Industries Limited both of 12 A. N. S. Road Cal-1.

Arum Kumar Ray  
A. L. Roy of 9 old post office st. Cal-1.

Arum Kumar Ray

P. G. Chatterjee  
Registrar of Companies  
CALCUTTA  
2/3/90

successor or successors in office and assigns) of the ONE PART AND BAJORIA RUBBER INDUSTRIES LIMITED a company limited by shares and incorporated under the Companies Act, 1956 having its registered office at 60/1, Ballygunge Circular Road, Calcutta-19 hereinafter called the 'the FURCHASER' (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successor or successors in office and assigns) of the OTHER PART :

A. WHEREAS by a Deed of Conveyance dated the 14th November, 1961, and registered with the Registrar of Assurance, Calcutta in Book No. 1 Volume No. 44 pages 174 to 184 being Deed No. 805 for the year 1962 made between Ladhuram Ajitsaria and others therein referred to as the Vendors of the one part and M/s Sree Krishna Rubber Works Private Limited, a company limited by shares and incorporated under the Companies Act, 1956 therein referred to as Purchaser and hereinafter referred to as 'the SAID COMPANY' of the other part, the said Ladhuram Ajitsaria & others sold, transferred and conveyed, unto the company all those pieces and parcel of Land more fully described in the Schedule hereto, and herein-

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*[Signature]*  
Registrar of Companies  
CALCUTTA

after called 'the SAID LAND' for the consideration and the terms and conditions confirmed therein :

B. AND WHEREAS the company after purchasing the said land constructed factory sheds and godowns and other structures and started using the said land for manufacturing purposes. the said Land and all buildings, factory sheds and godowns, etc. constructed thereon are hereinafter collectively referred to as 'the SAID PREMISES' morefully described in the Schedule hereto :

C. AND WHEREAS the said Company by a registered Deed of Mortgage dated the 23rd May, 1966 charged the entire said premises and also the plant and machinery thereon (hereinafter referred to as 'the said Plant and Machinery'), as security for the term loan or loans granted or to be granted by the Corporation to the said Company with interests, costs, charges and expenses, (hereinafter collectively referred to as 'the said Loan') :

*CP*  
*[Signature]*  
D. AND WHEREAS the said Company failed to pay back the said loan to the Corporation and also failed to comply with the terms and conditions incorporated in the said Deed of Mortgage dated 23rd May 1966 hereinafter called 'the said Security Documents' :



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**Registrar of Assurances  
CALCUTTA**

E. AND WHEREAS the Corporation on several occasions demanded repayment of the said loan from the said Company but the said Company failed and/or neglected to pay the same ;

F. AND WHEREAS ultimately finding no other alternative, the Corporation served on the said Company a notice under Section 30 of the said Act, dated 23rd October, 1986 recalling the entire said loan ;

G. AND WHEREAS on the failure of the said Company to comply with the said notice the Corporation served another notice to the said Company under Section 29 of the said Act, dated 29th June, 1988 and in pursuance of the said notice and in exercise of its powers under the said Section 29 of the said Act, the Corporation took over possession of the said Premises and the said Plant and Machinery on 7th July, 1988;

H. AND WHEREAS under the provisions of Sub-Section 5 of the Section 29 of the said Act, the Corporation is deemed to be the Owner of the said Premises and the said Plant and Machinery ;

I. AND WHEREAS the Corporation in exercise of Powers vested under the said Act, advertised in the News Paper for sale of the said Premises

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**Registrar of Assurances  
CALCUTTA**



and the said Plant and Machinery and received several offer for the same ;

J. AND WHEREAS the offer of one Sanjay Kumar Bajoria was accepted by the Corporation and the Corporation agreed to sell to a Limited Company to be promoted and incorporated by Sanjay Kumar Bajoria, the said Premises for the consideration of Rs. 15,00,000/- (Rupees Fifteen Lacs) only payable to the Corporation on the terms and conditions mentioned herein ;

K. AND WHEREAS Sanjay Kumar Bajoria promoted and got incorporated the Purchaser Company for purchasing the said Premises and the said Plant and Machinery and for running the factory;

L. AND WHEREAS in pursuance to the aforesaid the parties hereto have entered into an agreement dated the 30th day of January, 1990, (hereinafter referred to as 'the said Agreement') whereby it was agreed, inter-alia, that the Corporation would sell, transfer and convey the said Premises to the Purchaser at or for the consideration of Rs. 15,00,000/- (Rupees Fifteen Lacs) only on the terms and conditions contained therein ;

M. AND WHEREAS in pursuance to the aforesaid and in exercise of its powers under Section 29 of



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**Registrar of Assurances  
CALCUTTA**

the said Act, the Corporation hereby completes the sale and/or transfer of the said Premises in favour of the Purchaser for a consideration of Rs.15,00,000/- (Rupees Fifteen Lacs) only by these presents ;

I. NOW THIS INDENTURE WITNESSETH :

That in pursuance of the said Agreement and in consideration of the said sum of Rs.15,00,000/- (Rupees Fifteen Lacs) to be paid by the Purchaser to the Corporation in the manner as follows :-

a) Rs.3,00,000/- (Rupees Three Lacs only) at or before the execution hereof (the receipt whereof the Corporation doth hereby as well as by the memo hereunder written, admit and acknowledge) ;

b) The balance sum of Rs.12,00,000/- (Rupees Twelve Lacs) only to be paid by the Purchaser to the Corporation as per the said Agreement, in six-half-yearly instalments of Rs.2,00,000/- (Rupees Two Lacs) only each and the payment of the first such instalment to commence on 30th day of September, 1994 and the subsequent instalments shall be paid punctually and regularly at half-yearly intervals thereafter.

In the event of the regular payment of the the instalments on due dates as mentioned hereinabove by the Purchaser, the Corporation shall

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**Registrar of Assurances  
CALCUTTA**

not charge any interest on any of the instalments of the balance consideration money. However, in the event of default in payments of any of the instalments, the Corporation shall be entitled to charge liquidated damages as per Clause 3 of the said A greement.

The Corporation doth hereby grant, transfer, sell, convey, assign and assure unto the Purchaser in exerd se of the powers under Section 29 of the said Act, ALL THAT the said Premises, i.e. all those the pieces or parcels of land hereditaments tenaments with structures thereon situated and lying at Mouza Ariadaha Kamarhati (known as Nawadapara) P.S. Belghoria (previously Thana Baranagar, Cossipore, Dum Dum Dist. 24, Parganas (North) morefully described in the schedule hereto and demarcated and shown in the plan annexed hereto and bordered 'RED' thereon TOGETHER WITH all those buildings, godowns storage chambers structures and hereditaments of permanent or temporary nature erected or standing thereon and all appurtanences thereof AND TOGETHER WITH all rights in or to the said Premises as if the transfer has been made by the said Company to the Purchaser



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**Inspector of Accounts**  
**CALCUTTA**

including the benefits and advantage of ancient and other rights easements liberties privileges appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining to or with the some or any part those of usually held used occupied or enjoyed or reputed to or be appurtenant thereto AND the reversion or reversions remainder or reminders rents issues and profits thereof and of any and every part thereof AND all the estate right title licences inheritances use trust property claim and demand whatsoever both at law and in equity of the Vendors into and upon the properties or every part thereof hereby sold conveyed granted and transferred or expressed or intended so to be TO HAVE AND TO HOLD the said Premises AND ALL AND SINGULAR the said Lands hereditaments tenements buildings structures benefits rights and properties hereby granted sold conveyed ~~transferred~~ assigned and assured or expressed or intended so to be with all their respective rights and appurtenances unto and to the use of the Purchaser absolutely and forever BUT SUBJECT to the payment of the balance consideration in instalments as mentioned hereinabove.

II. THE CORPORATION DO HEREBY CONVEYNANT WITH THE PURCHASER AS FOLLOWS :-

- 1) That notwithstanding any act deed matter



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**Inspector of Assessments  
CALCUTTA**



or thing whatsoever by the Corporation or executed or knowledgably suffered to the contrary the Corporation under the provisions of the said Act, is now lawfully and rightfully seized of or otherwise well and sufficiently entitled to sell the said Premises and all other properties benefits and rights hereby granted, sold conveyed transferred assigned and assured unto and to the use of the Purchaser in the manner aforesaid ;

ii) That notwithstanding any act deed matter or thing whatsoever done as aforesaid the Corporation under the provisions of the said Act now has good right full power and absolute authority to grant sell convey transfer assign and assure ALL AND SINGULAR the said Premises and all other properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended as to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents ;

iii) That the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold posses and enjoy the said Premises and other benefits and rights hereby granted sold conveyed transferred assigned and

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**Inspector of Assurances  
CALCUTTA**

to the use of the Purchaser in the manner aforesaid and RECEIVE the rents issues and profits from the date of these presents without any lawful hindrance eviction interruption disturbance claim and demand whatsoever from of or by the Corporation or any person or persons lawfully or equitably claiming from under or in trust for the Corporation.

iv) That the Corporation shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds matter or things whatsoever for further betterment or more perfectly ensuring the said Premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

III. THE PURCHASER COVENANTS WITH THE CORPORATION AS FOLLOWS :

1) That the Purchaser has purchased the said Premises from the Corporation on as-is-where-is condition on the terms and conditions mentioned in the said Agreement dated 30th January, 1990.



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**Registrar of Assurances**  
**CALCUTTA**

- ii) That the Purchaser shall bear and pay all the future rates and taxes and other outgoings in respect of the said Premises.

IV. PROVIDED IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE CORPORATION AND THE PURCHASER AS FOLLOWS :-

- i) That the Corporation shall, till the full payment of the balance consideration by the Purchaser to the Corporation as mentioned hereinabove, is made, have a charge on the said premises and the Purchaser shall not transfer the said Premises in any manner whatsoever without the prior consent of the Corporation had and obtained in writing.
- ii) That on the execution of these presents, the Purchaser shall become the full and absolute owner of the said Premises, subjects to the charge mentioned above.
- iii) That in the event of default in the payment of any instalments and liquidated damages as aforesaid and/or in the observance and performance of the terms and conditions contained herein as also in the said Agreement dated 30th January, 1990 the Corporation shall be entitled to enforce the aforesaid charge in its favour, without prejudice to



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**Registrar of Assurances  
CALCUTTA**

any other mode of recovery, under section 29 of the said Act and shall be entitled to take possession of and sell the said Premises in order to realise its dues.

THE SCHEDULE ABOVE REFERRED TO DESCRIBING THE SAID PREMISES

1. (a) ALL THAT piece and parcel of land hereditaments and premises containing an area of .32 decimals (19 Kothas 6 Chittacks more or less) situated and lying at Mouza Ariadaha (known as Nawadapara) sub-registry office Cossipore, Dum Dum, Thana Baranagar, Present Police Station Belghoria, District of Twenty-Four parganas (North) in Touzi No. 173 Landlord's Khatian No. 1300 under Khatian Nos. 1302, 1304, 1305, 1306 and 1307 comprising the following cadastral survey plots viz. :-

<u>DAG NO.</u>	<u>AREA</u>
3454	.03 decimals
3455	.05 decimals
3456	.09 decimals
3457	.05 decimals
3458	.10 decimals
Total	<u>.32 decimals</u>

- (b) ALL THAT piece and parcel of land in Mouza Ariadaha Kamarhati (known as Nawadapara) Thana



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**Registrar of Assurances  
CALCUTTA**



Baranagar present Police Station Belghoria  
Sub-Registry Cossipur Dum Dum District of  
Twenty-four Parganas (North) Touzi No. 173  
Landlord's Khatian No. 1300 under Khatian  
Nos. 1301, 1303, 1308 Dag Nos. 3451, 3452  
and 3453 containing 0.14 decimals (8 Koth as  
7 Chttacks).

(c) ALL THAT piece and parcel of Rayati Land in  
Mouza Ariadah Kamarhati (known as Nəwdapara)  
Thana Baranagore present Police Station Bel-  
ghoria Sub-Registry Office Cossipur, Dum Dum,  
District of Twenty-four Parganas (North),  
Touzi No. 173 landlord's Khatian No. 697 ka,  
Kha & Ga under Khatian No. 907 Dag No. 3449  
containing 0.17 decimals and all that piece  
or parcel of Rayati land being C.S. Plot No.  
3450 area 0.10 decimals according to title  
deeds but 0.08 decimals according to the Re-  
visional Parcha of Khatian No. 907 of Mouza  
Ariadah Kamarhati Police Station Baranagore  
present Police Station Belghoria Sub-Registration  
Office Cossipur Dum Dum in the District of  
Twenty-four Parganas (North)

2. ALL THAT piece and parcel of Rayat Sthitiban  
land containing an area of 0.03 decimals  
or One Cottah and Fifteen Chittacks be the

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Register of Assurances  
CALCUTTA

same a little more or less situated and lying at in Mouza Ariadah Kamarhati Parganas Kalikata Thana Baranagore present Police Station Belghoria within the Kamarhati Municipality in the District of Twenty-four Parganas (North) comprising Dag No. 3448 Khatian No. 21 Touzi No. 172 Sub-Registry Office Cossipur Dum Dum Registration District Alipore in the District of Twenty-four Parganas, North.

3. ALL THAT piece and parcel of Rayat Sthitiban land containing an area of Five Bighas Sixteen Cottahs One Chittack and Twenty-five square feet be the same a little more or less situable lying at Mouza Ariadah Kamarhati Thana Baranagore present Police Station Belghoria within the Kamarhati Municipality in the District of Twenty-four Parganas (North) comprising in Dag No. 3439, 3443, 3442 and 3444 of Khatian No. 877 Parganas Kalikata Sub-Registry Cossipur, Dum Dum Registration District Alipore in the District of Twenty-four Parganas North Touzi No. 173 J.L. No. 1

4. ALL the Buildings Godowns and Structures standing on the plots of land described in (1), (2) and (3) above as per Annexure to this schedule attached here to.



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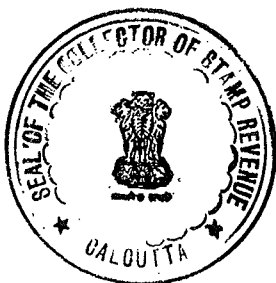
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**Registrar of Assurances  
CALCUTTA**

AND ALL THE above pieces and parcels of land alongwith all the buildings, godowns and structures thereon as shown and demarcated in the plan annexed hereto and bordered " RED " thereon, and butted and bounded in the manner as follows :-

*GA*  
On the North By : ~~Beharilal Ghosh Road~~  
On the East By : B.T.Road ✓  
On the West By : S.N.Paul Road -  
On the South By : Beharilal Ghosh Road ✕  
Premises No. 45/2, 46, 50  
and 50A.  
On the North by : Premises No. 49, B.T.Road, ✕  
30A, 30B, 31 and 32 S.N.Paul  
Road (Formerly North Nowada  
Para Road and thereafter by  
S.N.Paul Road.

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**Register of Assurances**  
**CALCUTTA**

IN WITNESS WHEREOF THE PARTIES HERETO have executed these presents and the Purchaser Company has caused its common Seal to be hereunto affixed the day month and the year first above written.

Executed and Delivered on behalf of the Corporation by <sup>A.K. Dhar</sup> Sri ~~S.K. Chanda~~, its ~~Deputy General~~ <sup>Law</sup> Manager at Calcutta in the

For West Bengal Financial Corporation

*A. Dhar*  
Manager (Law)

presence of :  
1. *Arun Kumar Ray*  
*9-old Post Office St Cal*  
2. *A.K. Banerjee, NBFC, HO,*  
*Calcutta - 1*  
The Common Seal of the abovenamed M/S BAJORIA

RUBBER INDUSTRIES LIMITED has hereunto been affixed Pursuant to the resolution of the Board of Directors of the Purchaser passed in that behalf on the 29-1-1990, in the presence of Sri Sanjay Kumar Bajoria, Director of the Purchaser who has signed these presents in token thereof at Calcutta in the Presence :

*Sanjay Kumar Bajoria*  
DIRECTOR

*Arun Kumar Ray*  
*9-old Post Office St*  
*Calcutta-70001*



*A. K. Banerjee*  
*NBFC, HO*  
*Calcutta - 1*



*[Handwritten signature]*

Register of Assurances  
CALCUTTA



RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within mentioned Purchaser  
the sum of Rs. 3,00,000/- (Rupees Three Lacs only)  
as part payment of the consideration of the  
said Premises . . . . .

Rs. 3,00,000/-

(Rupees Three Lacs only)

MEMO OF CONSIDERATION

<u>DATE</u>	<u>D/DRAFT</u>	<u>NAME OF BANK</u>	<u>AMOUNT</u>
30-1-90	004131	M/s Grindlays Bank p.l.c. Shakespeare Sarani Branch Calcutta	Rs. 3,00,000/- ----- Rs. 3,00,000/- =====

For West Bengal Financial Corporation

*[Signature]*  
Manager (Law)

(Rupees Three Lacs only)

*A. K. Banerjee*  
*Am Kumar Roy*



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Secretary of Accounts  
CALCUTTA

ANNEXURE FORMING PART OF SCHEDULE REFERRED TO  
DESCRIBING THE BUILDING, GODOWN AND  
STRUCTURES

<u>SL.NO.</u>	<u>DESCRIPTION OF STRUCTURE</u>
1.	2 STORIED OFFICE BUILDING
ii.	STAFF TIFFIN ROOM
iii.	ELECTRIC SUB STATION
iv.	VISITORS, EXCISE, TIME OFFICE
v.	GODOWN
vi.)	TESTING LABORATORY & CHEMISTS OFFICE
vii.	GODOWN
viii.	SULPHER GODOWN
ix.	GAS CHAMBER & ELECTRIC STORE ROOM
x.	GODOWN
xi.	GODOWN
xii.	GODOWN
xiii.	DROP TESTING MACHINE ROOM
xiv.	GODOWN
xv.	GODOWN
xvi.	SAND BLASTING SHOP
xvii.	BLACK SMITH SHOP
xviii.	OVERHEAD TANK & RESERVOIR
xix.	BOILER SHED
xx.	DRUG ROOM
xxi.	MIXING & EXTRUSION SHOP
xxii.	CYCLE TUBE SHOP
xxiii.	TRANSFORMER ROOM
xxiv.	CALENDER & MOULDING SHOP
xxv.	GENERATOR ROOM
xxvi.	DARWAN ROOMS
xxvii.	VACCUM HOSE & LONG HOSE DEPT.
xxviii.	MACHINE SHOP

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Register of Assurances  
CALCUTTA

xxix.	DARWANS QUARTER BLOCK
xxx.	GODOWN
xxxi.	GRINDING ROOM
xxxii	PUMP ROOM
xxxiii.	2 STORIED OFFICE BUILDING
xxxiv.	TOILET BLOCK
xxxv.	SOLVENT GODOWN
xxxvi.	TANK LINING SHED.

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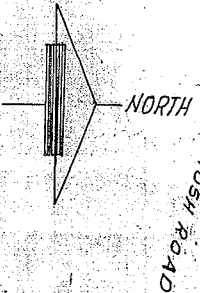
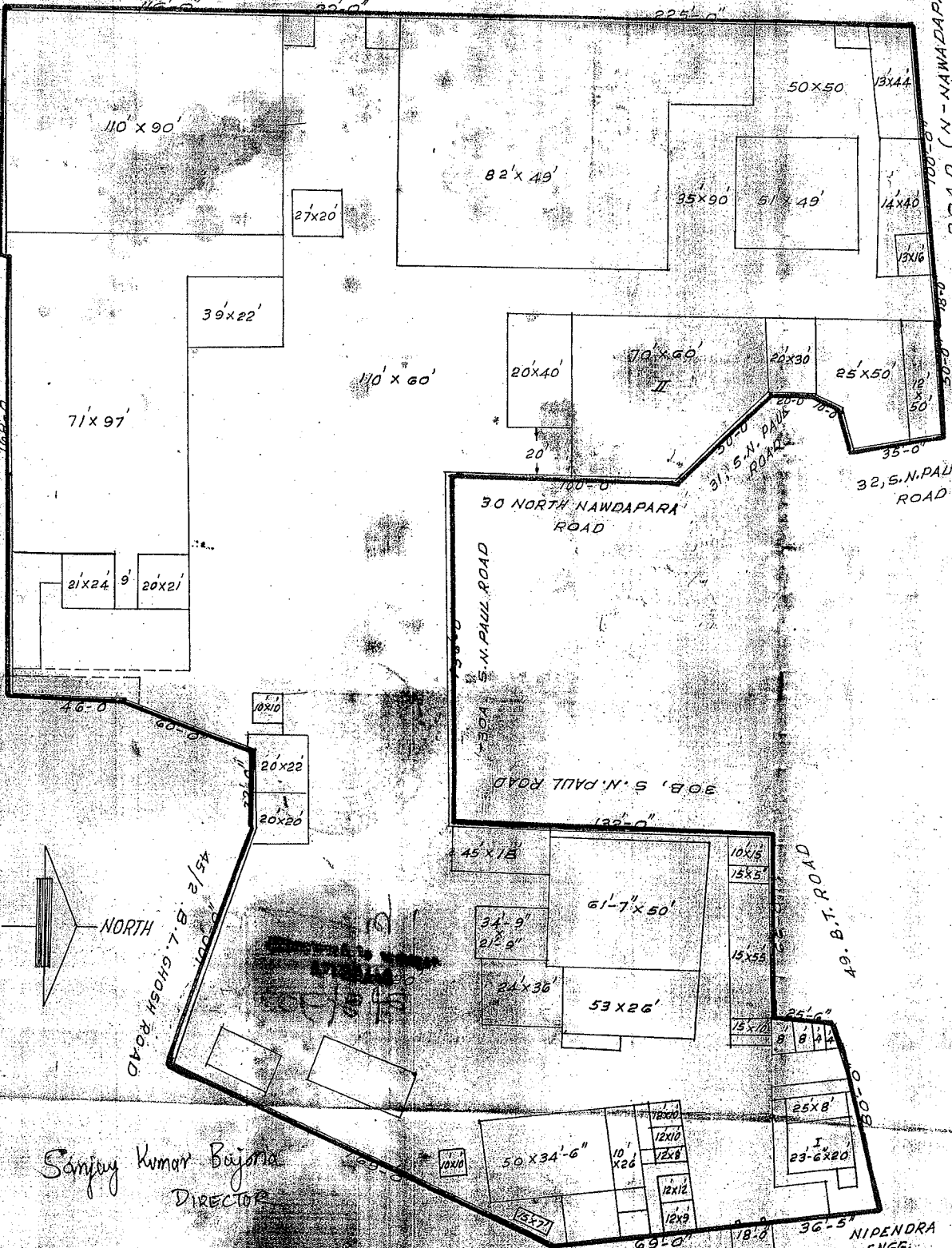
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**Registrar of Assurances  
CALCUTTA**

S. N. PAUL ROAD

46. BIHARI LAL GHOSH ROAD 50.1. B.L. GHOSH ROAD 50.2. B.L. GHOSH ROAD

100-0" S.N. PAUL ROAD (N. NAWDAPARA)



Sampay Kumar Bajaj  
DIRECTOR

For West Bengal Financial Corporation  
Ajit Kumar Das  
Manager (Finance)

SIG. OF OWNER

T.C.D. BY: [Signature] 13/12/89  
JANIP. KARYALAYA  
103A, KALIGHAT ROAD

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**Registrar of Assurances  
CALCUTTA**



*Page*

*2809*

Dated the *Second* day of *March* 1990

Book No. *F*  
Volume No. *76*  
Pages *222 to 246*  
Being No. *2809*  
For the year *1990*

*1 sheet short*  
*D.W. 0.50 Paile*



DEED  
OF  
CONVEYANCE  
BETWEEN

WEST BENGAL FINANCIAL CORPORATION  
... VENDOR/CORPORATION

A N D

BAJORIA RUBBER INDUSTRIES LIMITED  
... PURCHASER.

*For records*  
Registrar of Assurances  
CALCUTTA  
*25/4/90*

*Ai*  
*8/1/79*  
*RM*



*h*  
Registrar of Assurances  
CALCUTTA  
*28/90*

WEST BENGAL FINANCIAL CORPN  
12 A. Netaji Subash Road.  
Calcutta 700 001

