

08/66

I

00910



MIV 23,65,000  
28,67,100

03DD 035697



T. C. Rd.  
878874 21.2.04  
207278.00



ARA 711  
23.2.04

Aliparaolu  
777510 122  
2100 3

23450

### DEED OF CONVEYANCE

**THIS INDENTURE** made this the 28<sup>th</sup> day of November,  
in the year Two Thousand and Three (2003) **BETWEEN**  
**M/S. SHREYASHI TRADECOM PRIVATE LIMITED**, a company  
incorporated under the provisions of the Companies Act, 1956,  
having its registered office at 1 & 3 Brabourne Road, Kolkata -  
700 001, hereinafter called and referred to as "**THE VENDOR**"  
(which term or expression shall unless otherwise excluded by or  
repugnant to the context be deemed to mean and include its

28523.00

SKY TOUCH INFRASTRUCTURE  
Sajan Borkar  
Partner

14014  
7  
55  
25  
4  
14107  
12740



03DD 035698

-(2):-

successors-in-interest, successors-in-office, administrators and assigns) of the **ONE PART.**

**AND**

**MRS. BHAWNA KAPOOR**, wife of Mr. Vicky Kapoor, by faith Hindu, by occupation - Business, residing at 162, Block - G, New Alipore, P.S. New Alipore, Kolkata - 700 053, hereinafter referred to as "**THE PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to

SKY TOUCH INFRASTRUCTURE  
Sagun Bende  
Partner



0300 035699

-(3):-

mean and include her legal heirs, successors, executors, legal representatives, administrators and assigns) of the **OTHER PART**.

**WHEREAS** one Kishan Lal Thirani & Co. Ltd., by virtue of the provisions of companies Act, thereafter known as K. L. Thirani & Co. Ltd., a company registered under the Indian Companies Act, 1913 having its registered office then at 8, India Exchange Place, Calcutta, applied to the Governor of Bengal to acquire the land described in Schedule - "A" thereon as well described in Schedule - "A"

Sky Touch Infrastructure  
Sugan Bharda  
Partner



0300 035700

..(4):-

hereinafter appearing hereinafter referred to as "The said land" under the provisions of the land Acquisition Act 1 of 1984 hereinafter referred to as "The said Act" on behalf of K. L. Thirani & Co. Ltd., hereinafter referred to as "The said Company" to enable the said company to construct therein factory for manufacturing abrasives and rubber products, godowns, office, staff quarters and Kooli Lines and the Government of Bengal after inquiry held under the provisions of the said Act being satisfied that the proposed acquisition was needed for the aforesaid purpose and that said

SKY TOUCH INFRASTRUCTURE  
Sagar Bhande  
Partner

work was likely to prove useful to public, consented to acquire the said land on behalf of the said company.

**AND WHEREAS** pursuant to the provision of Section 41 of the said act the said company entered into an agreement with the Governor of Bengal on 2nd August, 1946 whereby it was agreed inter alia that the said company should pay to the Government of Bengal all compensation to be awarded and all costs, charges and expenses payable in respect of the said acquisition and the said company should construct and complete on the said land the necessary buildings and plant for the said abrasives and rubber products, office staff quarters, godowns, and coolly lines within two years from the date on which possession of the said land should be given to the said company and it was also agreed that the Governor of Bengal should execute and do all acts and deeds necessary and proper for vesting the said land in the said company.

**AND WHEREAS** the Governor of Bengal proceeded to acquire the said land and a declaration No. 5894 L.A. dated 5th August, 1946 under section 6 of the said Act that the land was needed for the said purpose was duly published in the Calcutta Gazette on 15th August, 1946.

**AND WHEREAS** the collector of 24 Parganas having duly held an enquiry made an award of compensation under section 11 of the said act and duly took possession under section 16 of the said act of the said land which thereupon vested absolute in the crown free from all encumbrances.

**AND WHEREAS** on 10th May, 1947 possession of the said land was made over by the Governor of Bengal to the said company.

**AND WHEREAS** the said company duly deposited with the collector on the 17th September 1957 making a total sum of Rs. 87,351.16 paise being the amount so far demanded under Clause (1) of the aforesaid agreement under section 41 of the land Acquisition Act 1 of 1894.

**AND WHEREAS** the said company duly admitted its liability to pay any further sum or sums demanded under Clause (2) of the aforesaid agreement.

**AND WHEREAS** the said land then vested in State of West Bengal in trust for the said company and the said company duly requested the governor on behalf of State of West Bengal to execute those presents for the purpose of vesting the said land in the said

company in accordance with the aforesaid agreement.

**AND WHEREAS** by a registered deed of indenture dated 21st May 1959 registered with the Sub-registrar, Cossipore, Dum Dum and entered in book No. I, Volume No. 102, Pages 19 to 24, being No. 6451 for the year 1959 the Governor of West Bengal duly sold, transferred and conveyed **ALL THAT** pieces or parcel of land situated in the village Bonhooghly, Thana Baranagar, Sub-Registry Cossipore, Dum Dum pargana Calcutta in the District of 24 Parganas Calcutta comprising earlier cadastral plot No. 510 and portions of cadastral survey plot Nos. 496, 497 and 498 now known and renumbered as survey Dag No. 496/2490 admeasuring 0.12 acre, Dag No. 496 admeasuring 1.03 acre, Dag No. 496/2421 admeasuring 0.20 acre and Dag No. 510 admeasuring 1.49 acre aggregating to 2.84 acre (8 Bighas 11 Cottahs 13 Chittaks) be the same a little more or less bearing holding No. 480, 480, 482 and 482 respectively under modified Khatian No. 1362 being Municipal premises No. 125 and 127, B.T. Road, Kolkata - 700 035 containing asbestos shed of 5144.61 sq. meter (55356.06 Sq.ft.) be the same a little more or less the details of which mentioned in the Schedule - "A" herein under written and hereinafter referred to as Schedule "A" property.

**AND WHEREAS** by an order date 24th August, 1993 passed by the Hon'ble High Court Calcutta in company petition No. 88 of 1991 the said Kishan Lal Thirani & Company Limited subsequently known as K. L. Thirani & Company Limited the said K. L. Thirani Company Limited has been directed to be wound up and The Official Liquidator, High Court, Calcutta became the Liquidator of the said K. L. Thirani & Company Ltd. hereinafter referred to as "The said company (now in liquidation)".

**AND WHEREAS** in terms of the said order of winding of the said company (now in liquidation) dated 24th August, 1993, The Official Liquidator, High Court, Calcutta being the Liquidator of the said company (now in Liquidation) took possession of the entire assets and properties of the said company (now in liquidation).

**AND WHEREAS** in terms of the order of the Hon'ble High Court, Calcutta passed in C.P. No. 88 of 1991 The Official Liquidator, High Court, Calcutta published a sale notice in the Newspapers inviting intending offerers to make offer for the purchase of the entire assets and properties of the said company (in liquidation) as a going concern and "as is where is basis"

**AND WHEREAS** in pursuance of the said notice of The Official

Liquidator, High Court, Calcutta the Vendor herein also made an offer for a sum of Rs. 70,00,000/- (Rupees Seventy Lakhs) only for the purchase of entire assets and properties of the said company (in liquidation) before the Hon'ble High Court, Calcutta as a going concern and as is where is basis and in an open auction conducted by the Hon'ble High Court, Calcutta, the offer made by the vendor herein became the Highest offer and as a result thereof by an order dated 31st March, 2000 the Hon'ble Mr. Justice Pinaki Chandra Ghosh was pleased to confirm the aforesaid sale of entire assets and properties of the said company (in liquidation) in favour of the vendor herein for a total sum of Rs. 70,00,000/- (Rupees Seventy Lakhs) only as a "going concern with a direction to the purchaser to pay and/or take all the liabilities of the workmen of the said company (in liquidation) and the dues of the Provident Fund Authority with a further direction that after payment of full consideration of such sell to the Official Liquidator, High Court, Calcutta, the possession will be handed over to the purchaser.

**AND WHEREAS** since the Hon'ble High Court at Calcutta by its order dated 31st March, 2000 duly accepted the offer of the vendor herein for the sale of all assets and properties of the said company in liquidation for a total consideration of Rs. 70,00,000/- (Rupees Seventy Lakhs) only.

**AND WHEREAS** in pursuance of the aforesaid order of confirmation to sell dated 31.3.2000 the vendor herein on or about 28.4.2000 paid the entire consideration of said sale of Rs. 70,00,000/- (Rupees Seventy Lakhs) only to the Official Liquidator, High Court, Calcutta and The Official Liquidator, High Court, Calcutta duly accepted the same by acknowledging receipts thereof vide receipt No. 22409 dated 18.4.2000 for Rs. 17,50,000/- and receipt No. 22438 dated 5.5.2000 for Rs. 52,50,000/- both in book No. 616.

**AND WHEREAS** after receiving the entire sale proceeds as aforesaid The Official Liquidator, High Court, Calcutta on 15.5.2000 and 17.5.2000 handed over the assets and properties of the said company (in liquidator) as is where is basis to the vendor herein.

**AND WHEREAS** by a Conveyance dated 18th day of September 2002 made between The Official Liquidator, High Court, Calcutta being the liquidator of K. L. Thirani & Co. Ltd., (in liquidation) having its office at 9 Old Post Office Street, 5th Floor, Kolkata - 700 001 therein described as the Vendor of the one part and M/s. Shreyashi Tradecom Pvt. Ltd. a company incorporated

under the Provisions of companies Act, 1956 having its registered office at 1 & 3, Brabourne Road, Kolkata - 700 001 therein described as the purchaser of the other part and registered at the office of the Addl. District Sub-Registrar at Cossipore Dum Dum recorded in Book No. I, Volume No. 2 Pages 59 to 74 being No. 48 for the year 2003, The Official Liquidator, High Court, Kolkata - being the liquidator of K. L. Thirani & Co. Ltd. for the consideration there in mentioned granted, sold, transferred and conveyed unto the purchaser therein M/s. Shreyashi Tradecom Pvt. Ltd. amongst other all that piece and parcel of land measuring an area 2.84 acres (i.e. 8 Bighas 11 Cottahs 13 Chittaks) more or less together with asbestos shed therein being premises No. 125 and 127 B. T. Road, Kolkata - 700 035.

**AND WHEREAS** thereafter the Vendor herein M/s. Shreyashi Tradecom Pvt. Ltd. is well seized and possessed of or otherwise well and sufficiently entitled to the said land and are in actual physical possession thereof.

**AND WHEREAS** thereafter the said vendor demarcated and divided the said plot of land in different parts.

**AND WHEREAS** the vendor hath agreed with the Purchaser

for absolute sale of price and parcel of land measuring an area of 8 Cottahs 6 Chittaks 17 Sq.ft. (6047 Sq.ft.) more or less together with old asbestos shed structure thereon measuring 5390 Sq.ft. marked **RED** in the plan annexed hereto and more fully and particularly described in the Schedule "B" hereunder written (hereinafter referred to as "the said property").

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs. 12,75,000/- (Rupees Twelve Lakhs Seventy Five Thousand) only comprising of a sum of Rs. 8,50,000/- (Rupees Eight Lakhs Fifty Thousand) only towards the cost of land and a sum of Rs. 4,25,000/- (Rupees Four Lakhs Twenty Five Thousand) only towards the costs of the old ssbestos shed structure erected on the land of the said property therein received by the vendor herein (the receipt whereof the vendor do hereby admit an acknowledge) the vendor doth hereby sell, grant, convey, transfer, assign and assure all that piece or parcel of the said property situated in the village Bonhooghly, Thana Baranagar, Sub-Registry Cossipore, Dum Dum Pargana, Calcutta in the District 24 Parganas comprising Dag No. 496 under Khatian No. 1362 Holding No. 480 land admeasuring 8 Cottahs 6 Chittaks 17 Sq.ft. (6047 Sq.ft.) more or less together

with old asbestos shed structure thereon measuring 5390 Sq.ft. at present within the limits of Baranagar Municipality, Ward No. 32, as delineated in the plan hereto and bordered in RED colour thereon more particularly described in Schedule - "B" hereunder written and hereinafter collectively called "the said Property" OR HOWSOEVER OTHERWISE the said Property or any part thereof now are or in or heretofore butted, bounded, called, known numbered described or distinguished further together with all that mesuages, hereditaments, benefits, rights or easement and advantages all manner of former or other rights, lights, liberties easments, sewers drains, water ways path, ancient or other rights, passages, privileges emoluments, appendages and appurtenances whatsoever to the said premises or any part belonging or in anywise appurtenant to or which with the same or any part thereof now are or is or at any time heretofore were or was held used occupied or enjoyed or reputed to belong or be whatsoever both at law and in equity of the vendor into and upon the said Property or any part thereof together with all writings and evidences of title exclusively relating to the said property or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the vendor or which the vendor can or may procure without any action or suit at law or in equity to enter upon and to have and to

hold, own, possess and enjoy the said Property and every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be and every part thereof together with all rights and appurtenances unto and to the use of the Purchaser in the simple absolutely and forever and free from all encumbrances forever freed and discharged from or otherwise by the vendor the Purchaser had fully satisfied herself as to the title of the said property and its user.

**AND THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER AND DECLARE** that notwithstanding any act, deed matter or thing by the vendor done or executed or suffered to the contrary the vendor are now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to an absolute state of inheritance in fee simple in possession of the said Property and every part thereof and that notwithstanding as aforesaid the vendor now has in itself good right full power absolute authority and indefeasible title to grant convey, transfer, and assign and all singular the said property hereby granted, conveyed and transferred or expressed or intended to be unto and to the use of the Purchaser and in the manner aforesaid according to the true intent and meaning of these present is and that the Purchaser shall

*and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said Property hereby granted, sold and conveyed and receive rents, issues and profits thereof and every part thereof without any lawful eviction, interruption, disturbances, obligations, restrictions, claims and demands whatsoever from or by the vendor and all persons claiming from under in trust of the vendor and free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the costs and expenses of the Purchaser well and sufficiently saved and kept indemnified of from and against all and all manner and other charges, mortgages, claims, demands, liens, lispens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any of its ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid and that the vendor and all persons having claiming any estate right, title and interest whatsoever in the said property or any part thereof both at law and equitable from through under or in trust of the Vendor or any other person or persons as aforesaid shall and wil from time to time and at all times hereafter at the request and cost of the Purchaser to do and execute and caused to be done and executed all such other and further assurances, acts, deeds matters and*

.. ( 16 ) :-

things for further better and more perfectly granting and transferring the said Property and every part and parcel thereof unto and to the use of the Purchaser as shall or may be reasonable required.

**THE SCHEDULE "A" ABOVE REFERRED TO**

**(THE SAID LAND)**

**ALL THAT** pieces or parcels of land situated in the Village Bonhooghly, Thana Baranagar, Sub-Registry Cossipore Dum Dum Parganas Calcutta in district of 24 Parganas (North) comprising earlier cadastral plot No. 510 and portions of cadastral survey plot Nos. 496, 497 and 498 now known and renumbered as survey Dag No. 496/2490 admeasuring 0.12 acre, Dag No. 496 admeasuring 1.03 acre Dag No. 496/2421 admeasuring 0.20 acre and Dag No. 510 admeasuring 1.49 acre aggregating to 2.84 acre (8 Bighas 11 Cottahs 13 Chittaks) be the same a little more or less bearing holding No. 480, 480, 482 and 482 respectively under Modified Khatian No. 1362 being Municipal premises No. 125 and 127, B. T. Road, Kolkata - 700 035 and Ward No. 32 containing asbestos shed of 5144.61 sq. meter (55356.06 Sq.ft.) be the same a little more or less.

**THE SCHEDULE "B" ABOVE REFERRED TO**

**(THE SAID PROPERTY)**

**ALL THAT** piece and parcel of land measuring 8 Cottahs 6 Chittaks 17 Sq.ft. (6047 Sq.ft.) more or less together with old asbestos shed structure thereon measuring 5390 Sq.ft. situated in the village / Mouza Bonhooghly, Thana - Baranagar, Addl. District Sub-Registry Office Cossipore, Dum Dum, Pargana Calcutta, in the District of 24 Pargans ( North), comprising plot/ Dag No. 496 under Khatian No. 1362, part of Municipal Premises No. 125, B. T. Road, Kolkata - 700 035 within the limits of Baranagar Municipality, Ward No. 32, which is butted and bounded as follows :-

**On the North** : Land and shed of the Vendor.

**On the South** : Land of the Vendor recently sold to the present purchaser and another.

**On the East** : Land of the Vendor recently sold to another purchaser.

**On the West** : Municipal Road.

SKY TOUCH INFRASTRUCTURE

Partner

..(18):-

**IN WITNESS WHEREOF** the Parties hereto hath set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED, SEALED, DELIVERED**

by Mr. Anupam Nopany, in Kolkata empowered to sign on behalf of the Vendor Company by a resolution passed in a meeting on 27.10.03 by Board of Directors.

Sanjay Kumar Sultana  
SANJAY KUMAR SULTANA  
6, J.L. Nehru Road.  
Calcutta - 13

Anupam Nopany

**SIGNATURE OF THE VENDOR**

**SIGNED, SEALED, DELIVERED**  
by the **PURCHASER** in Kolkata in presence of:

Vicen Kapoor  
162 Block 'G'  
3rd Floor  
NEW ALIPORE  
Kol-53.

Bhawna Kapoor  
**SIGNATURE OF THE PURCHASER**

SKY TOUCH INFRASTRUCTURE

Partner

SKY TOUCH INFRASTRUCTURE  
Bryan Barde  
Partner

# SPECIMEN FORM FOR TEN FINGERPRINTS

| Signature of the Executants/ Presentants |              |      |        |      |        |
|------------------------------------------|--------------|------|--------|------|--------|
| <i>Arjunan Narsing</i>                   |              |      |        |      |        |
|                                          | Little       | Ring | Middle | Fore | Thumb  |
|                                          | (Left Hand)  |      |        |      |        |
|                                          |              |      |        |      |        |
|                                          | Thumb        | Fore | Middle | Ring | Little |
|                                          | (Right Hand) |      |        |      |        |
| <i>Rakshana Kapoor</i>                   |              |      |        |      |        |
|                                          | Little       | Ring | Middle | Fore | Thumb  |
|                                          | (Left Hand)  |      |        |      |        |
|                                          |              |      |        |      |        |
|                                          | Thumb        | Fore | Middle | Ring | Little |
|                                          | (Right Hand) |      |        |      |        |
|                                          |              |      |        |      |        |
|                                          | Little       | Ring | Middle | Fore | Thumb  |
|                                          | (Left Hand)  |      |        |      |        |
|                                          |              |      |        |      |        |
|                                          | Thumb        | Fore | Middle | Ring | Little |
|                                          | (Right Hand) |      |        |      |        |

Arizone 1792-1797

CLAIMS CAPSULE

COL DATA:

Sagar Borda  
Partner

# MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser for and on account of the consideration in terms of these presents as per Memo hereunder written a sum of Rs. 12,75,000/- (Rupees Twelve Lakhs Seventy Five Thousand) only in the following manner.

| <u>Date</u>  | <u>Cheque No.</u> | <u>Drawn On</u>         | <u>Amount</u>          |
|--------------|-------------------|-------------------------|------------------------|
| 3-9-03.      | 527178            | ICICI Bank Ltd.         | (Rs) 1,25,000/-        |
| 3-9-03.      | 810277            | State Bank of Hyderabad | 4,00,000/-             |
| 3-9-03.      | 828983            | Standard Chartered Bank | 2,00,000/-             |
| 12-7-03.     | 622234            | "                       | 4,00,000/-             |
| 15-7-03.     | 00294             | State Bank of Hyderabad | 1,00,000/-             |
| 23-6-03.     | 00269             | "                       | 50,000/-               |
| <b>TOTAL</b> |                   |                         | <b>Rs.12,75,000.00</b> |

(Rupees Twelve Lakhs Seventy Five Thousand) only

1. Vicky Kapoor  
(VICKY KAPOOR)

162 BLOCK G  
3rd FLOOR  
NEW ALIPORA  
K-23

2. Santay Kumar Sultana.  
SANTAY KUMAR SULTANA  
G. J. L. N. Road  
C-17

Drafted by me :

D. N. Singh

D. N. Singh

Advocate,

Regn. No. - W.B./429/1980

Alipore Police Court,

Kolkata - 700 027.

Computer Printed at :

RAMTHAKUR COMPUTER & XEROX,

Alipore Police Court,

Calcutta- 700 027.

By : Kuntal Mukherjee

Kuntal Mukherjee

Anupam Nopany

SIGNATURE OF THE VENDOR

SKY TOUCH INFRASTRUCTURE

Sagar Bander

Partner