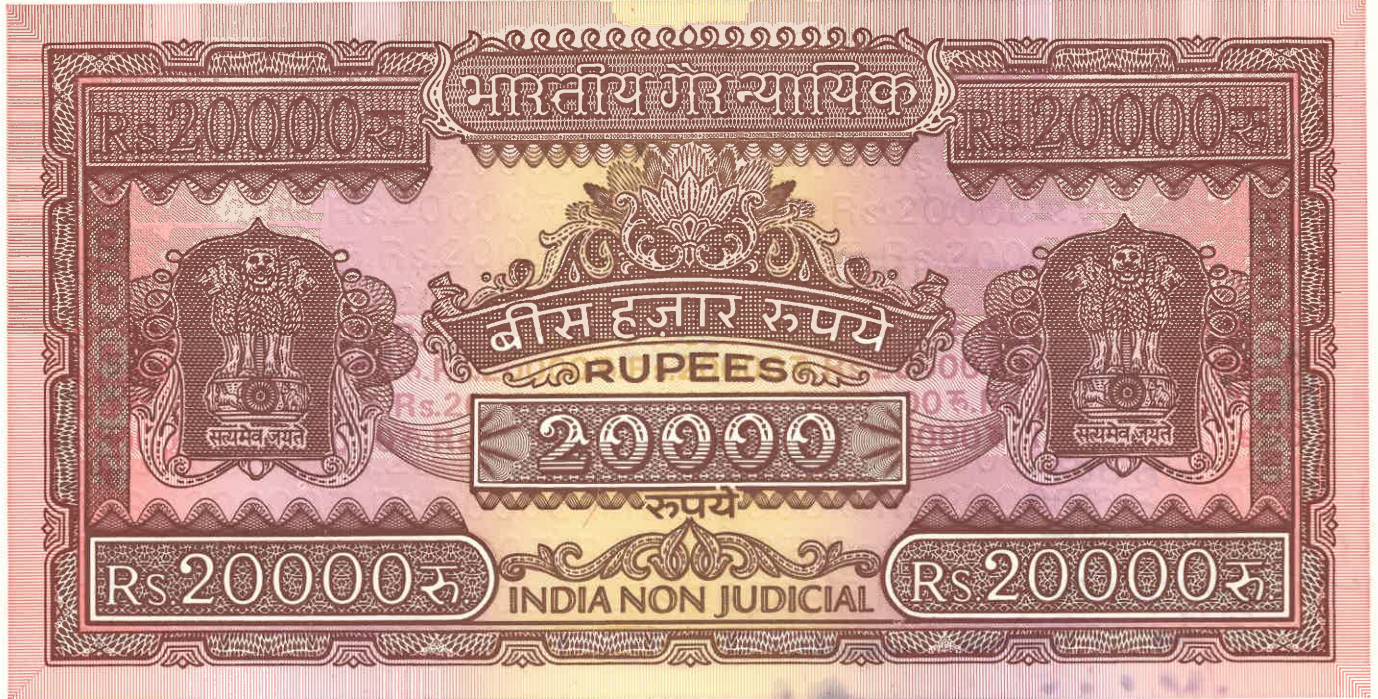


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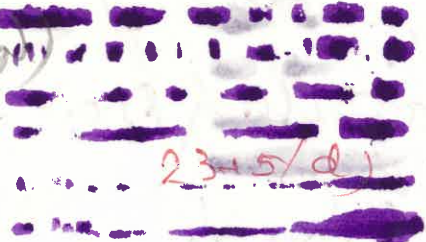
P 4144

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7083/82
R.A. Cal
29.5.2000

24020 (10)
48000
A 5269.00
B 7.00
5276.00



00CC 742408

A 5269.00
B 7.00
5276.00

Please see



18.7.2000

THIS INDENTURE made this 29th day of May 2000 BETWEEN

SRI JAGADISH PRASAD AGARWAL son of Late Prabhudayal Agarwal as Karta of J.P. Agarwal & Sons, a Hindu Undivided Family, by occupation businessman, residing at No.39, Sitanath Road, Calcutta-700 006 hereinafter referred to as the "VENDOR" (which expression shall mean and include his heirs, executors administrators, representatives, successors-in-office and/or assigns) of the ONE PART AND LNOP PRODUCTS (PRIVATE) LIMITED, a Company

Stamp Duty Regd. 1998 No. 36564/18.7.2000
has been realized on 18.7.2000
per dated Receipt No. 2430

market value is assessed to be Rs. 3804000/-
Deficit stamp duty of Rs. 166190/- is paid
U/S 41 & 42 by Bank draft No. DES/00024/372887
12/7/2000 S.B.I. Vivekananda Rd.

Addl. Dist. Sub-Registrar
Barrackpore, W-24-P-2

Certified that this document is duly Stamped, Calcutta.

For Collector U/S 41 & 42
Barrackpore

18.7.2000

18.7.2000

Serial No. 4239
 Sold to ZNOP Products (P) Ltd.
 267A, C. R. Avenue
 Calcutta - 700006
 District Collectorate,
 Treasury
 No. 16.5.2000

10 - 20000/-
 10 - 4000/-
 20/-
 24020/-

May 29 11 2000
 Jagdish Prasad Agarwala
 Jagdish Prasad Agarwala

29.5.2000

Jagdish Prasad Agarwala

Jagdish Prasad Agarwala
 or Prabhakar Deyal Agarwala
 of 39 No Sitabdi Rd
 Cal 6. 11/



6150



Anran Mal Tulsyan
 Son of Late Banarsi Lal Tulsyan,
 P-221/2 Strand Bank Road
 Calcutta - 700001
 Advocate

Anran mal Tulsyan
 S 16/1 Banashi, Cal. Tulsyan,
 or P-221/2 Strand Bank Rd
 Cal. 700001 - 11/ Adv.

29.5.2000

1000Rs.



2

registered under the provisions of the Companies Act, 1956, having its registered Office at No.267A, Chittaranjan Avenue, Calcutta – 700 006 hereinafter referred to as the “PURCHASER” (which expression shall mean and include its successors-in-office and/or assigns) of the **OTHER PART** :

WHEREAS:

1. By a Conveyance dated 1st February 1935 made between Smt. Giri Bala Dassi therein referred to as the Vendor of the One Part and Sri Jyotish Chandra

Sl. No. 4239
LNOP Products (P) Ltd.
267A, C. R. Avenue
Calcutta - 700006

Tax Collector's,
Taxes
16.5.2000

[Handwritten mark]

12 20000/-
4 4600/-
12 20/-

24020/-

[Handwritten signature]

Loknath Prasad Gupta
Director - L.N.O.P.
Products, PVT. LTD

For LNOP Products Pvt. Ltd.
कोला ना २९ ५०२३६१
Director
31.5.2000

[Handwritten signature]
Kamal Kothari
S/o. Late K.M. Kothari
29/5/11 M.G. Rd
Cal. 7th Bz

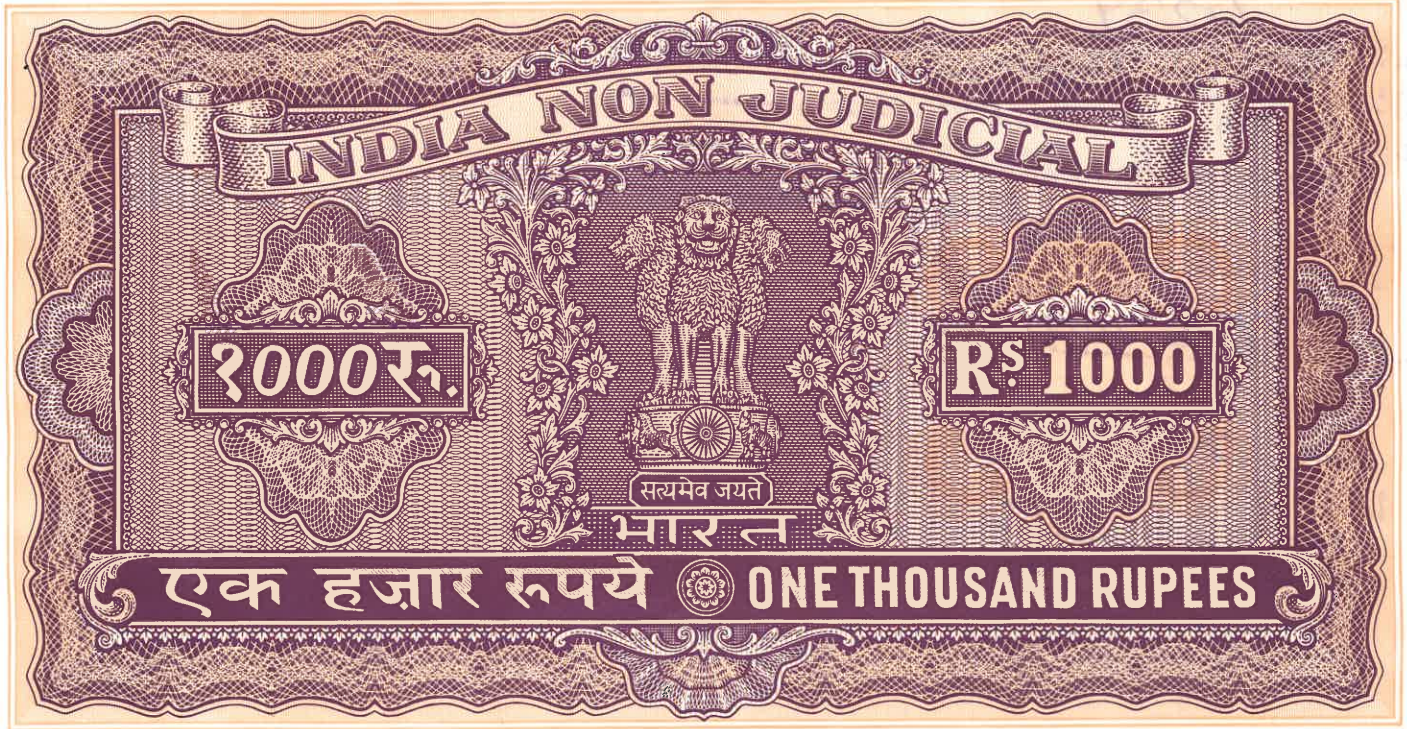
[Handwritten signature]
31.5.2000



[Handwritten signature]
21.05.2000

Kamal Kothari
S/o. Late K.M. Kothari
195/11, M.G. Rd, Cal-7
Business

1000Rs.



3

Dutta and Sri Bimal Chandra Dutta therein jointly referred to as the Confirming Parties of the Second Part and Sri Saral Chandra Ghosh, since deceased, therein referred to as the Purchaser of the Third Part and registered in the Office of Registrar of Assurances Calcutta, in Book – I, Volume 13, Pages 178 to 184, Being No.365 for the year 1935, the said Smt. Giri Bala Dassi sold, transferred and conveyed **ALL THAT** several pieces and parcels of land aggregating to a total area of 9 Bighas 4 Cottahs, more or less, together with all messuage, tenement hereditaments and premises, situate and lying at Mouza Sukchar, P.S. Kardah, Sub-Registry Office Barrackpore, District 24-Parganas (North) and

4239

LNOP Products (P) Ltd

267A, C. R. Avenue

Calcutta - 70006.

Income Collectorate,

Treasury

16.5.2000

Treasurer

10	20000
20	4000
10	200
<hr/>	
	24020



29/5/2000

1000Rs.



4

comprised in Dag Nos.3418, 3410, 3408, 3411, 3408/3529, 3412, 3419/3557, 3409 and 3419 Touzi No.156, Khatian No.115, J.L. No.9 more fully described in the schedule thereunder written UNTO and in favour as the said Sri Saral Chandra Ghosh, at or for valuable consideration mentioned in the said Conveyance dated 1.2.1935.

2. By another Bengali saf-cobala dated 28th March, 1944 and made between Smt. Hemangini Dassi therein referred to as the Vendor of the One Part and the said Sri Saral Chandra Ghosh, since deceased, therein referred to as the Purchaser

4239

LNOP Products (P) Ltd.
267A, C. R. Avenue
Calcutta-700006.

Treasury
16.5.2000

Treasurer

10	20000/-
4	4000/-
1	20/-
<hr/>	
	24020/-



Signature and handwritten text: 29/5/2000

1000Rs.



5

of the Other Part, and registered in the Office of Sub-Registry Office Barrackpore, in Book I, Volume – 5, Pages 260 to 263, Being No.310 for the year 1944, the said Smt. Hemangini Dassi sold, transferred and conveyed UNTO and in favour of the said Sri Saral Chandra Ghosh, ALL THAT piece and parcel of land measuring an area of .67 satak more or less, together with all easement rights thereunto belonging, situate and lying at Mouza Sukchar, P.S. Khardah, appertaining to Dag No.3417, Khatian No.115, more fully described in the Schedule thereunder written, at or for valuable consideration mentioned in the said Bengali saf-cobala dated 28.3.1944.

4239

LNOP Products (P) Ltd
287A, C.R. Avenue
Calcutta - 700026

Calcutta Collectorate,

Treasury

16.5.2000

Treasurer

1c	20000
4-	45000
1c	200
<hr/>	
	24020



16.5.2000

20 Rs.



6

3. By a Deed of Exchange dated 10th day of August 1971 and registered in the office of Registrar of Assurances Calcutta, in Book I, Volume – 116, Pages 166 to 169, Being No.3137 for the year 1971, made between the above named Sri Saral Chandra Ghosh therein described as the party thereto of the First Part and commercial and Agricultural Investment Private Limited of No.15, Convent Road, therein referred to as the Party thereto of the Other Part, the said Sri Saral Chandra Ghosh conveyed and transferred demarcated portion of said agricultural land measuring an area of 6 cottahs, 11 Chittacks and 9 Sq.ft. more or less comprised in Dag No.3419 in Sheet No.7, R.S. No.14, in Mouza Sukchar, Particularly described

4239

Serial No. LNOP Products (P) Ltd.
267A, C.R. Avenue
Calcutta-700008

Collectorate,
Trenghy
16.5.2000

TREASURY

10 20000
4- 40000
10 200

24020



29.5.2000

in Schedule 'A' under the said Deed of Exchange dated 10.08.1971 in favour of the said Commercial & Agricultural Investment Pvt. Ltd. in exchange of demarcated Plot of land measuring 6 Cottahs 11 Chittacks and 9 Sq.ft. more or less comprised in Dag No.3483 in Sheet No.7, R.S. No.14 in Mouza Sukchar more fully described in Schedule 'B' thereunder written, being conveyed and transferred by the said Commercial & Agricultural Investment Pvt. Ltd. UNTO and in favour of the said Sri Saral Chandra Ghosh.

4. The said Sri Saral Chandra Ghosh who was a widower, died intestate on 7th April 1979 leaving him surviving his only son Sri Sisir Kumar Ghosh, as his sole heir under the Hindu succession Act 1956;

5. Upon death of the said Sri Saral Chandra Ghosh, his only son Sri Sisir Kumar Ghosh being legal heir became the sole and absolute owner of All That several pieces and parcels of agricultural and horticultural lands, hereditaments and premises aggregating to an area of 3.87 acres in Mouza Sukchar, P.S. Khardah, Holding No.11, Barrackpore Trunk Road and No.36, Ekford Road, R.S. No.14 at present under Panihati Municipality.

AND WHEREAS on or about 13th July 1979, the said Sisir Kumar Ghosh submitted an application before the competent Authority under the Urban Land (Ceiling and Regulation) Act 1976 for necessary declaration and grant of Certificate that the entire land under Holding No.11, B.T. Road and 36, Ekford



29/8/20

Road in Mouza Sukhar, R.S. No.14 are agricultural and horticultural land and no permission and/or notice is required for transfer of the said land or portions thereof;

AND WHEREAS by letter dated 29th august, 1980, the Deputy Director under Urban Land (Ceiling & Regulation) Act, 1976 directed the said Sisir Kumar Ghosh to submit necessary return U/s 6(1) of the said Act;

AND WHEREAS thereafter several representations and requests was made by the said Sisir Kumar Ghosh before the Competent Authority for necessary declaration that the plots of land in question are all agricultural horticultural lands and no formal permission under the Urban Land (Ceiling & Regulation) Act 1976 was required for transfer of the same or any part thereof, but in vain;

AND WHEREAS being aggrieved at and dissatisfied with the aforesaid acts and actions of the competent Authority under Urban Land (Ceiling & Regulation) Act, 1976, the said Sri Sisir Kumar Ghosh filed an application under Article 226 of the Constitution of India before the Hon'ble High Court at Calcutta being Matter No.1529 of 1981 praying inter-alia for quashing the impugned notice dated 22.8.1980 requiring him to submit return U/s 6(1) of the said Act;

AND WHEREAS by an order dated 3rd August 1982, the Hon'ble Mr. Justice P.C. Borooah quashed the impugned notice dated 22.8.1980 and declared



29. 8. 20

the aforesaid plots of land as agricultural or horticultural lands and no formal permission of the land ceiling Authority is required for transfer of the same.

AND WHEREAS for the sake of convenience and diverse good causes and considerations, the said Sri Sisir Kumar Ghosh surveyed and divided the said entire being plots of lands into eight separate plots of land marked as A, B, C, D, E, F, G and H and as curved out a common passage of 30 ft. wide and 575 ft. long marked as W, X, Y and Z;

AND WHEREAS by a conveyance dated 14th August, 1982 and registered in the office of Registrar of Assurances, Calcutta, in Book – I, Volume No.10, Pages 188 to 201, Being No.7083 for the year 1982 the said Sri Sisir Kumar Ghosh sold and transferred All That demarcated piece and parcel of agricultural land being Lot 'E' measuring an area of 1 Bigha 8 Cottahs 2 Chittacks and 36 Sq.ft. more or less, equivalent to 1885 Sq.mt. in Mouza Sukchar, P.S. Khardah and comprised in Dag No.3409, 3419 and 3419/3557/3483 (Portion), R.S. No.14, Touzi No.156 being portion of Holding No.11, B. T. Road and 36, Ekford Road under Panihati Municipality, more fully described in the First Schedule thereunder written and in Schedule 'A' hereunder written together with a portion of the said common passage measuring an area of 500 Sq.mts. being portion of Holding No.11, Barrackpore Trunk Road, more fully described in the Second Schedule under the said conveyance dated 14.08.1982 together with terms, conditions covenants and restrictions therein stated relating to the use of the



29-5-2017

common passage in favour of Sri Jagadish Prasad Agarwal the Vendor herein, at or for valuable consideration mentioned in the said conveyance dated 14.08.1982;

AND WHEREAS since the date of the aforesaid purchase, the Vendor has been in exclusive possession and enjoyment of the said plot of land measuring 1 Bigha 8 Cottahs 2 Chittacks and 36 Sq.ft. more or less in Mouza Sukchar, being portion of Holding No.11 Barrackpore Trunk Road and 36, Ekford Road as sole and absolute owner thereof, without any hindrance or interference by anybody and has mutated his name in the records of the Panihati Municipality;

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT piece and parcel of agricultural land measuring an area of 1 Bigha 8 Cottahs 2 Chittacks 36 Sq.ft. more or less in Mouza Sukchar, P.S. Khardah, being Portion of Holding No.11, Barrackpore Trunk Road, (formerly 8, B.T. Road) and 36, Ekford Road under Panihati Municipality, more fully described in the Schedule hereunder written and delineated within Green border in the map annexed hereto, and marked as Lot 'E' at or for the total price of Rs.4,80,000/- (Rupees Four lacs Eighty Thousand) only free from all encumbrances, but nevertheless subject to the terms, conditions, covenants and restriction recorded in the said conveyance dated 14th August, 1982, relating to the said Common passage.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the said sum of Rs.4,80,000/- (Rupees Four lacs Eighty Thousand) only of lawful money of Union



29. 12. 20

of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge the same and of and from the same and every part thereof acquit release and forever discharge the said Plot of land hereby sold and the purchaser) the Vendor do hereby indefeasible grant convey transfer sell assure and assign unto the Purchaser **ALL THAT** piece and Parcel of Agricultural land measuring an area of 1 Bigha, 8 Cottahs, 2 Chittacks 36 Sq.ft. more or less equivalent to 1885 Sq.mts. more or less, situate and lying at Mouza-Sukchar, P.S. Khardah, Sub-Registry Office Barrackpore, District 24-Parganas (North) and comprised in portion of Dag No.3409 and 3419 and 3419/3557/3483 (Portion), J.L. No.9, R.S. - 14, Touzi No.156, Khatian No.115, 118 and 2016 at present under the Panihati Municipality being portion of Holding No.11 Barrackpore Trunk Road, (formerly 8 B. T. Road) and 36, Ekford Road and a portion of the common passage measuring 500 Sq.mts. equivalent to and more fully and particularly mentioned and described in the Schedule hereunder written delineated with green border in the map annexed hereto and marked as Lot 'E' (and hereinafter referred to as the said Plot of land) free from all encumbrances charges claims demands, liabilities and attachments whatsoever but nevertheless subject to the terms, conditions, covenants and restrictions contained in the said conveyance dated 14.08.1982 **TOGETHER WITH** all erection thereon standing yards, Courts, areas, sewers, drains, ways, paths, passages, common and other passages, grounds, water, water course, fixture and all manner of former and other rights, liberties, privileges, easements and benefits whatsoever to the said Premises



29/8/20

belonging to or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong to or be appurtenant thereto and reversion or reversions remainder or remainders and the rents issues and profits thereof **AND ALL** the estate right title and interest of the vendors and all other persons having any beneficial interest into or upon the said premises and every part thereof and all documents muniments and writings and other evidence of title which exclusively relate to the said Premises or any part thereof and which now are or heretofore was or may be in the custody power or possession of the Vendor or in the custody power or possession of any person from whom they can procure the same without action or suit **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever as and for an indefeasible title or inheritance in fee simple in possession free from all encumbrances charges claims demands lispensens and attachments whatsoever.

2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

- i) That the Vendor hath good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said plot of Agricultural land hereby granted sold transferred assigned and assured or expressed or intended so to be free from all encumbrances and liabilities whatsoever in manner aforesaid according to the true intent and meaning of these presents.



[Handwritten signature]
29.5.20

- ii) 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 Premises hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful acts suits hindrance eviction interruption disturbance claim or demand whatsoever from or by the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for them.
- iii) And that the Vendor shall make and keep the property free and clear and freely and clearly and absolutely acquitted exonerated discharges or released at the costs and expenses of Vendor and also well and sufficiently save defended kept harmless and accrued of and from the against all manner of estates mortgages charges liens lispensens claims demands attachments debts liabilities and encumbrances whatsoever.
- vi) And further they the Vendor and all other person having or lawfully or equitably claiming any estate right title interest property claim or demand whatsoever unto or upon the said plot of Agricultural land hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor and the Vendor will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly and satisfactorily granting transferring and assuring the said plot of Agricultural land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.



উপ-সহ-সাব-রেজিষ্টার

29. 5. 2011

3. **THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR** as follows :-

The Purchaser doeth hereby covenant with vendor with the intent that the covenant shall run with the land the Purchaser shall not cause any obstruction to but shall allow the owners and occupiers of the remaining portion of the aforesaid Premises No.11, (previously No.8) Barrackpur Trunk Road) and No.36, Ekford Road (previously No.35, Ekford Road) within the Panihati Municipality with free and full right and liberty to use the said common passage and underground thereof for all purposes whatsoever connected with the use and occupation of his premises including right of ingress and egress over the said common passage for himself, his servant agent and guest, with or without cars, lorries, trucks and other vehicles carriages laden or unladen also to use the said common passage and the underground thereof for taking electricity, gas, water, telephone and sewerage connection.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and Parcel of Agricultural land measuring an area of 1 Bigha, 8 Cottahs, 2 Chittacks 36 Sq.ft. more or less equivalent to 1885 Sq.mt. more or less, situate and lying at Mouza Sukchar, P.S. Khardah, Sub-Registry Office Barrackpore, District 24-Parganas (North) and comprised in portion of Dag No.3409, 3419 and 3419/3557/3483 (Portion), J.L. No.9, R.S. – 14, Touzi No.156, Khatian No.115, 118 and 2016 at present under the Panihati Municipality being portion of Holding No.11 Barrackpore Trunk Road, (formerly 8 B. T. Road) and 36, Ekford Road and a portion of the common passage measuring 500 Sq.mts. and delineated with Green border in the map annexed hereto and marked as Lot 'E'.



[Handwritten signature]
29/5-2000

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

SIGNED SEALED AND DELIVERED

by the said Vendor at Calcutta in the presence of :

1. *[Signature]*
Advocate
High Court, Calcutta
(GOPAL DAS)

2. *[Signature]*
Advocate
High Court, Calcutta
(HARAPROSAO SINHARROY)

J. P. AGARWALA & SONS (H.U.F.)

[Signature]
K.A.R.P.A

SIGNED SEALED AND DELIVERED

by the said Purchaser at Calcutta in the presence of :

1. *[Signature]*
Advocate

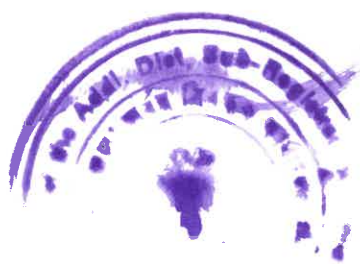
2. *[Signature]*
Advocate
High Court, Calcutta

For LNOP Products Pvt. Ltd.

[Signature]
Director

Read-over and explained by me in vernacular who signed before me

[Signature]
Advocate



29 5 2000

RECEIVED of and from the within named Purchaser the within mentined sum of Rs.4,80,000/- (Rupees Four lacs Eighty Thousand) only being the full consideration money as per memo below :-

Rs. 4,80,000.00

MEMO OF CONSIDERATION

<u>Cheque No.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount (Rs.)</u>
632695	27.5.2000	State Bank of Bikaner and Jaipur, Vivekananda Road, Branch, Calcutta	4,80,000.00

Total Rs. 4,80,000.00

(Rupees four lacs eighty thousand) only

J. P. AGARWALA & SONS (H.U.F.)
Jagdish Prasad Agarwal
KARTA

WITNESSES :

1. [Signature]
Advocate

2. Kamal Kothari
195/1/1, M.G. Road, Cal-7

Drafted by

[Signature]
Advocate
(GOPAL DAS)



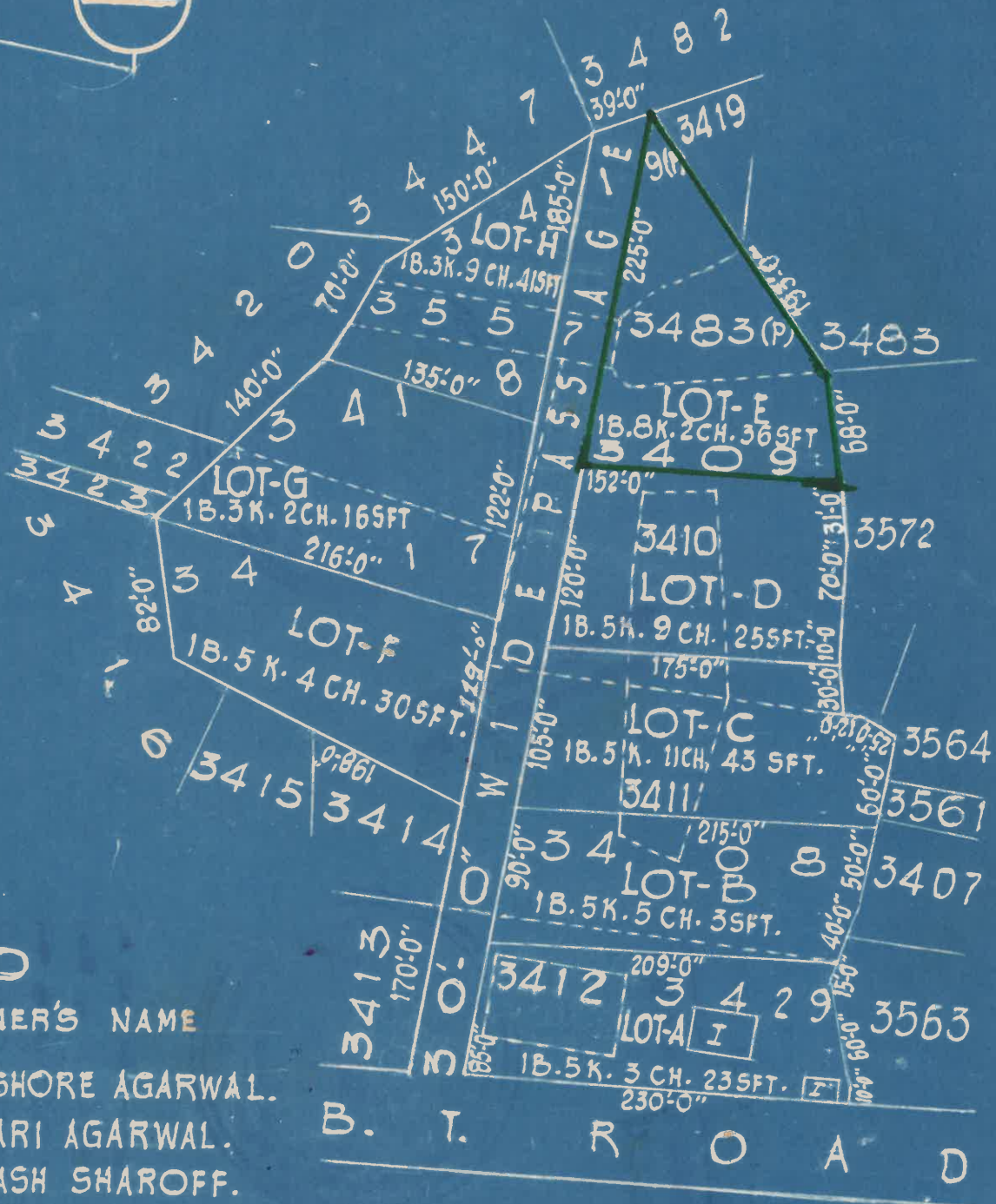
29-5-2000



19.7.2000

357-133
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2000

PLAN OF C.S.DAG NOS. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419 (PART), 3429, 3483 (PART), & 3557 MOUZA SUKH-CHAR NO. 9, SHEET NO. 7, R.S. NO. 14, P.S. KHARDAH, DIST. NORTH 24 PARGANAS. UNDER ~~MUNICIPALITY~~ MUNICIPALITY. SCALE:- 100 FT = 1 INCH
 PANIHATI
 TOTAL AREA:- 118.18 K. 4 CH. 05 FT. (3.95 ACRE.)



LEGEND

- | LOT | OWNER'S NAME |
|-----|--------------------------|
| A | NAWAL KISHORE AGARWAL. |
| B | RAJ KUMARI AGARWAL. |
| C | OM PRAKASH SHAROFF. |
| D | KAILASH CHANDRA AGARWAL. |
| E | JAGADISH PRASAD AGARWAL. |
| F | TARA DEVI SHAROFF. |
| G | MANJU RANI AGARWAL. |
| H | SABITRI DEVI AGARWAL. |

J. P. AGARWAL & SONS (H.O.F.)
Jagdish Prasad Agarwal
 KARTI

Drawn by
 sd/-
 SHANKAR K. GUHA
 FF- 6/2, HATIARA RD.
 CALCUTTA-700069

DATED THIS 29th DAY OF May 2000

BETWEEN

SRI JAGADISH PRASAD AGARWAL

VENDOR

AND

LNOP PRODUCTS (PRIVATE) LIMITED

PURCHASER

CONVEYANCE

GOPAL DAS
Advocate
C/o. Animesh Chatterjee
Temple Chambers
6, Old Post Office Street,
2nd Floor
Calcutta – 700 001.

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