

repugnant to the subject or context include its successors and representatives) of the ONE PART.

A N D

(1) SRI PANKAJ JAISWAL, son of Sri Rameshwar Prasad Jaiswal, (2) SMT. SUSHMA JAISWAL, wife of Sri Pankaj Jaiswal, both of No. 8, Bidhan Sarani, Calcutta - 700 006, hereinafter referred to "THE PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context include their heirs, executors, administrators, representatives and assigns) of the OTHER PART.

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WHEREAS at all material times and for all intents and purposes (1) SATYA NARAYAN PRASAD, (2) RAMESHWAR PRASAD, (3) PARMESHWAR PRASAD, (4) NARASINGH PRASAD A N D (5) SHEW PRASAD JAISWAL were absolute seized and possessed or otherwise of well and sufficiently entited Mokarari Mourashi land containing as area of 4 Bighas 12 Cottahs together with the Mills, Factory Buildings, C.I. Sheds out houses, Furnaces and structures standing thereon and known as Sun Rolling Mills situate in the Thana Bally, Holding

No.

No. 23, (formerly No. 8/1) Daffars Road of Bally Municipality described in the summary and settlement records in J.L. No. 12 and 17 Touzi No. 820, Dag Nos. 566, 568 and 569.

AND WHEREAS by an Indenture of Sale dated 16th March, 1956 made between the said Satya Narayan Prasad. and four others as Vendor therein and the Vendor The Rolling Mills Ltd., as Purchaser therein, registered by the Sub-Registrar and Assurances Howrah, in Book No. I, Volume No. 28, Pages 240 to 247 Being No. 1500 for the year 1956, the said Satya Narayan Prasad and four others sold all that Mokarari Moursashi land containing an area of 4 Bighas 12 Cottahs together with factory building, C.I. sheds and out houses and structures standing thereon and known as Sun Rolling Mills situate in the Bally Holding No. 8/1), Daffar Road of Bally (formerly No. Sub-Registry, Howrah hereinafter Municipality, referred to as the said property to the Vendor and after purchase of the said premises thus the Vendor is in uninterrupted possession of the said property and is enjoyidng the rents incomes and profits thereof

and excepting the Vendor no other person has any right, title or interest including any right of the occupancy in the said property or any part thereof.

AND WHEREAS on the basis of the representations of the Vendor, the Purchaser has agreed to purchase from the Vendor a demarcated portion of the said property containing an area of 19 Cottahs 8 Chittacks a little more or less morefully and particularly mentioned in the schedule hereunder written and thereon coloured by red boarder at or for the consideration of Rs. 2,00,000/- (Rupees Two Lacs) only also and ons the terms and conditions herein contained.

NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement and in consideration of the said sum of Rs. 2,00,000/- (Rupees Two lacs) only paid at or immediately before of the execution and delivery of these presents by the said Purchaser to the Vendor the receipt whereof and that the same is in full for the price of the said messuage parcel of land hereditaments and premises the Vendor doth hereby as

also

also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth acquit release and discharge the said Purchaser and also the said messuages parcel of land hereditaments and premises) the Vendor doth hereby grant transfer sell convey release and confirm unto the said Purchaser his heirs executors administrators representatives and assigns ALL AND SINGULAR ALL those messuages parcel of land hereditaments and premises being the divided portion of No. 23, Duffer's Street (formerly No. 8, Station Road), Liluah in the town of Howrah particularly described in the first Schedule hereunder written OR HOWSOEVER OTHERWISE the said messuages parcel of land hereditaments and premises now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished AND ALSO an undivided moiety of half share of and in the boundary walls dividing and lying between the said parcel of land hereditaments hereby sold and the remaining portion of the said premises No. 23, Duffer's Street, together with an undivided alf share in the land hereon the said boundary wall erected TOGETHER WITH

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all houses out-houses and huts of every kind yards benefits and advantages of ancient and other lights ways paths common or other messuages godowns drains waters water-course and all manner of former and other rights liberties essements privileges prifits appendages and appurtenances whatsoever to the said messuages parcel of land hereditaments and premises hereby sold helonging or in anywise appertaining or with the same or any of them or any part thereof now or at any time heretofore held used occupied or enjoyed with their and every of their appurtenances AND the reversion and reversions remainder and remainders rents issues and profits of and in the said messuage parcel of land hereditaments and premises and every part and parcel thereof A N D all the estate right title interest inheritence reversion use trust possession property claim and demand whatsoever both at law and in equity of the said Vendor of in to out of and upon the said messuages parcel of land hereditaments and premises and every part thereof A N D all deeds pattahs muniments writings and other evidences of title which exclusively relate to the said premises or any part or parcel thereof and which now are or hereafter shall or may be in the custody

power



power or possession of the Vendor its successors or representatives or any person or persons from whom it or they any of them can or may procure the same without action or suit TO HAVE AND TO HOLD the said messuage parcel of land hereditaments and all and singular other the premises hereby granted transferred sold conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchaser absolutely and for ever free from all encumbrances A N D the Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed matter or thing by the said Vendor or any of its predecessors-in-title made done or executed or suffered to the contrary Vendor now has good right full power and absolute authority to grant sell transfer convey release and confirm the said messuages parcel of land hereditaments and premises hereby granted sold transferred conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid A N D that the Purchaser shall and may at all times hereafter peaceably and quietl; possess hold and enjoy the said messuages parcel of land hereditaments

and

and premises and each and every part thereof and the said undivided moiety or hald share of and in the said boundary or partition walls and the land thereunder and receive the rents and profits thereof without any lawful eviction interruption claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for it or them or from under or in trust for any its predecessors-in-title A N D that free encumbrances whatsoever made or suffered by the said Vendor or any of its predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid hereafter AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate or inheritence in the said messuages parcel of land hereditaments and premises or any part thereof from under or in trust for the said Vendor or its of any trust for or in under from predecessors-in-title shall and will from time 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 and further and other acts deeds and things for further and more perfectly land parcel of messuages said the assuring

hereditaments ...



hereditaments and premises and every part thereof unto and to the use of the Purchaser his heirs executors administrators representative and assigns in manner aforesaid as shall or may be ressonably required AND the Vendor doth hereby further covenant with the Purchaser that the Vendor shall unless prevented by fire or other inevitable accident from time to time and at all times hereafter upon the request and at the costs of the Purchaser produce or cause to be produced to the Purchaser his attorneys or agents of such persons as he may appoint or at any trial hearing commission examination or otherwise as occasion shall or may require the title deed and document mentioned in the Second Schedule hereunder written and shall also at the like request and costs deliver or cause to be delivered such attested or any other copies thereof or abstracts therefrom as may be required and shall in the meantime keep the same title deed and document safe unobliterated uncancelled (fire and other inevitable accident excepted).

THE FIRST SCHEDULE ABOVE REFERRED TO :

and premises containing an area of 1 Bighs 2 Cottahs

being divided portion of No. 23, Duffers Street, P.S.

Bally, within the limits of Bally Municipality

comprised in Dag No. 567, J.L. No. 17, Touzi No. 820

in the District of Howrah TOGETHER WITH the

structures and sheds standing thereon or on part

measure about 13 callabs.

thereof and an undivided moiety, or half share of and

in the said boundary or portion walls and the land

thereunder and butted and bounded in the manner

following that is to say -

ON THE NORTH: By the remaining portion of the said premises No. 23, Duffers Street.

ON THE SOUTH : By Stark Road.

ON THE EAST

By the remaining portion of
the said premises No. 23,

Duffers Street and

ON THE WEST: By the remaining portion of the said premises No. 23, Duffer's Street.

The structures were constructed long age above authority of the Bally Municipality.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Original Indenture of Conveyance dated the 16th day of March 1956 made between Satyanarayan Prasad Jaiswal and others (Vendors) of the One Part and The Sun Rolling Mills Private Limited (Purchaser) of the Other Part and registered by the Sub-Registrar of Assurances Howrah in Book I, Volume No. 28, Pages 240 to 247 Being No. 1500 for the year 1956.

IN WITNESS WHEREOF the Common Seal of Vendor is hereunto affixed and these presents are signed and executed by and on behalf of the Vendor the day month and year first above written.

SIGNED, SEALED AND DELIVERED

by the <u>VENDOR</u> at Calcutta in

the presence of :-Direch kuman Aganwala (SIGNATURE OF THE VENDOR) 2. Smith Basad short High Count , Calculta

(KAMAL PRAS A) JAREWAL,

SIGNED, SEALED AND DELIVERED

by the PURCHASER at Calcutta

in the presence of :-

(SIGNATURE OF THE PURCHASER)

2. Storesh Board South

Memo

RECEIVED on the day month and year first above written of and from ther within named Purchaser the sum of Rs. 2,000,000/- (Rupees Two Lacs) only within mentioned to have been paid by him to us as consideration of this Conveyance as per Memo below :-

MEMO OF CONSIDERATION

paid in cash on 22 9, 1997 Ps 1,00,000/ part 1- cast and 3 and 1999 Po 1,00,000 (bong ph pop to bourgards ph benda & Ps 1,00,000 | each)

Rs. 2,00,000.00

(KAMAL FRASAD TAISWAL)

(RUPEES TWO LACS ONLY)

WITNESSES

2. Sweet Board blan

Drafted By 1 City Civil Court, Calcutta,

2 & 3 K.S. Roy Road, Calcutta - 700 001.

DATED THIS 2 8Th DAYOF September 1999 7000 BETWEEN THE SUN ROLLING MILLS PVT. LTD. . .. VENDOR N D SRI PANKAJ JAISWAL SMT. SUSHMA JAISWAL PURCHASER AND Enderne of Assurances 16.11.2000 in halida CONVEYANCE 141 Begistrer of Assurand Caloutia. Drafted By : S.P. TIWARI, Advocate City Civil Court, Calcutta, 2 & 3 K.S. Roy Road, Calcutta - 700 001.