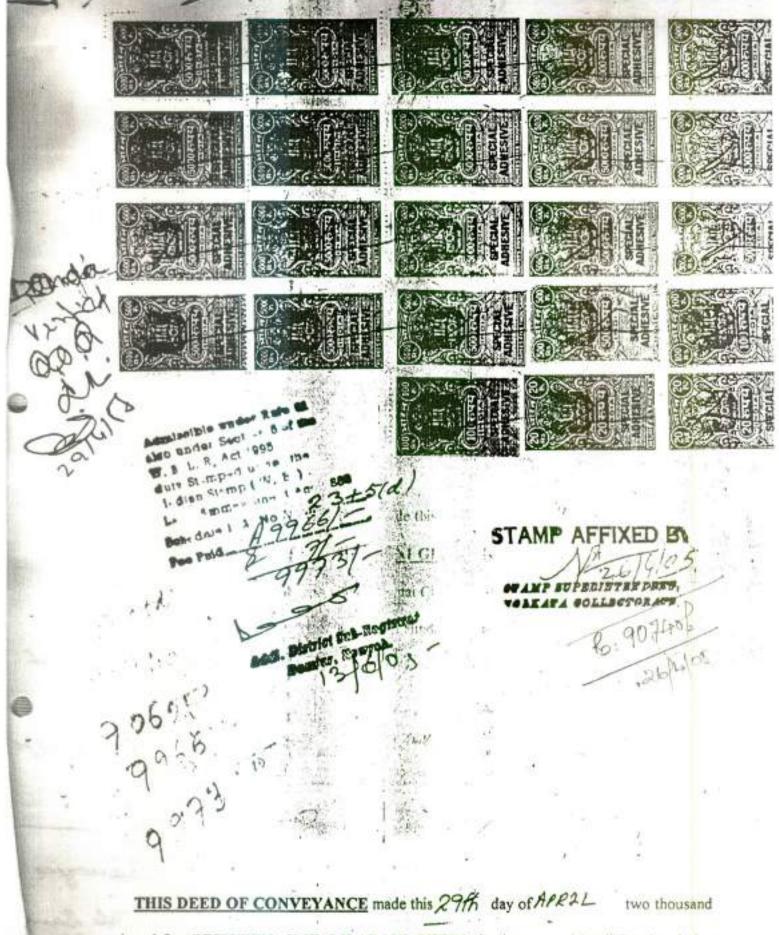


পশ্চিমৰুগ पश्चिम बंगाल WEST BENGAL

01AA 415884

G(R)-11.10 G(R)-12.50 X-12.10 PQRM-50.00



THIS DEED OF CONVEYANCE made this 29th day of APR2L two thousand and five BETWEEN SMT. LILARANI GHERI also known as Morali Dassi and also known as Paranibala Ghosh, wife of Nemai Chandra Ghosh, residing at Village Unsani, P. S. Jagacha, District - Howrah by religion Hindu, hereinafter referred to as 'the VENDOR' Barton Vendor Parallel 1454545/- APH 6023/-

Stamp duty Payable Stamp duty Paid

145464/-

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016, represented by its Director the said Navin Jhunjhunwala, (7) DEVIKA VANIJYA PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 66, Parwati Ghosh Lane, Kolkata - 700 007, represented by its Director the said Navin Jhunjhunwala, (8) ADITI VYAPAAR PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 66, Parwati Ghosh Lane, Kolkata - 700 007, represented by its Director the said Rajesh Jhunihunwala, (9) RAJASTHAN DEALERS PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 12, Shibnath Shastry Sarani, Block "E", New Alipore, Kolkata - 700 053, represented by its Director the said Sonali Jhunjhunwala, (10) RELIABLE VYAPAAR PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 12. Shibnath Shastry Sarani, Block "E", New Alipore, Kolkata - 700 053, represented by its Director K. C. Sipani son of Late Bulaki Chand Sipani, residing at 70, Ashutosh Mukherjee Lane, Howrah 4 711 106, (11) VIMLA MERCANTILE PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 12, Shibnath Shastry Sarani, Block "E", New Alipore, Koikata - 700 053, represented by its Director Sushil Goenka, son of Late Anandi Lal Goenka, residing at 17, Hara Prasad Shastry Lane, Kolkata - 700 053, (12) HANUMAN SUPPLY CHAIN PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E", Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said Sushil Goenka, (13) SHREE GAJRAJ VANIJYA PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E", Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said K. C. Sipani, (14) HARIPRASAD VINIMAY PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E", Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said Rajesh Jhunjhunwala, (15) JAI DURGA SUPPLIERS PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E". Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said Navin Jhunjhunwala, hereinafter collectively referred to as 'the PURCHASERS' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor(s)-in-interest and assigns) of the OTHER PART

## WHEREAS:

- The Vendor and the Confirming Party have represented to the Purchasers as follows:
- The Vendor is the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land measuring about 12 decimals comprising of (a) 4 decimals of pukur out of 19 decimals in L.R. Dag No. 1237 (R.S. Dag No. 1202) and (b) 8 decimals of Danga land out of 25 decimals in L. R. Dag no. 1238 (R. S. Dag No. 1203) both under R. S. Khatian No. 445, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah, and more fully described in the Schedule hereunder written and hereinafter referred to as "the said property" free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever. The said 19 decimals of land in L. R. Dag No. 1237 and the

decimals of land in L. R. Dag No. 1238 are collectively delineated in Green borders in the map or plan annexed hereto.

- B. The name of the Vendor herein is duly entered in the record of rights/parcha in respect of the said property.
- C. The Vendor herein thus is the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- No person other than the Vendor has any right title or interest whatsoever in the said property or any part thereof and the said property is free from all incumbrances and liabilities whatsoever. The Vendor has been and is in actual peaceful khas possession of the said property and every portion thereof absolutely and has been personally enjoying and using the same without any interruption whatsoever.
- E. The said property or any part thereof is not affected by any Bargadar, Bhagchasi occupancy or any other rights and no Bargadar or Bhagchasi is recorded in the relevant records in respect of the said property or any part thereof.
- F. The Vendor and/or her predecessors-in-title have not in any way dealt with the said property or any part thereof whereby the right, title and interest of the Vendor and/or her predecessors-in-title as to the ownership, use, enjoyment and sale of the said property or any part thereof is or may be affected in any manner whatsoever. The Vendor and/or her predecessors-in-title have not used the said property or any part thereof for any purpose other than that for which the same was meant and

have not committed default of and/or contravened any provision of law applicable to the said property or any part thereof.

- G. The Vendor had agreed to sell the said property to the Confirming Party and/or his nominees and had received earnest money and part payment in respect of thereof.

  The Confirming Party has nominated the Purchasers herein in his place and stead to purchase the said property from the Vendor and the Vendor has duly accepted such nomination and agreed to execute the Deed of Conveyance in respect of the said property in favour of the Purchasers herein.
  - H. No other agreement or arrangement whatsoever, written or oral, with any other person or entity relating to and/or concerning the said property or any portion thereof in any manner whatsoever is valid or subsisting.
  - There is no legal or other proceeding or any injunction or other order of any Court
     (Civil or Criminal) against the Vendor and/or the Confirming Party affecting,
     relating to or concerning the said property or any part or portion thereof in any
     manner whatsoever.
    - J. The predecessors-in-title of the Vendor were and the Vendor is entitled to lawfully retain, own and transfer the said property under the relevant laws governing the same. There neither was nor is any bar or restriction, legal or otherwise, to the sale of the said property by the Vendor to the Purchaser and/or for nomination of the Purchaser by the Confirming Party as mentioned herein.

- The Vendor has a good and marketable title to the said property, free from all encumbrances and liabilities whatsoever
- The Vendor has agreed to sell to the Purchasers, the Confirming Party has agreed 11. to confirm and the Purchasers, relying on the aforesaid representations and assurances of the Vendor and the Confirming Party and believing the same to be true and correct and Make acting on the faith thereof, have agreed to purchase the said property free from all The encumbrances and liabilities whatsoever as aforesaid at and for a total consideration of Rs. a feath 9,06,250/- (Rupees nine lacs six thousand two hundred fifty only) out of which Rs. 7,25,000/- (Rupees seven lacs twenty five thousand only) has been agreed to be paid to the Vendor (including the amount received by her from the Confirming Party which has been duly reimbursed by the Purchasers to the Confirming Party) and Rs. 1,81,250/-(Rupees one lac eighty one thousand two hundred fifty only) has been agreed to be paid to the Confirming Party as his consideration. The said sum of Rs. 7,25,000/- (Rupees seven lacs twenty five thousand only) has been duly paid to and received by the Vendor at or before the execution hereof. The said sum of Rs. 1,81,250/- (Rupees one lac eighty one thousand two hundred fifty only) has been duly paid to and received by the Confirming Party at or before the execution hereof. The Vendor and the Confirming Party have already put the Purchasers in vacant, peaceful and khas physical possession of the said property in its entirety.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and nomination and in consideration of the said sum of Rs. 7,25,000/- (Rupees seven lacs twenty five thousand only) paid to and received by the Vendor at or before the execution hereof and in further consideration of the said sum of Rs. 1,81,250/- (Rupees one lace eighty one thousand two hundred fifty only) paid to and received by the Confirming Party

at or before the execution hereof together aggregating Rs. 9,06,250/- (Rupees nine lacs six thousand two hundred fifty only) being the total consideration money for the transfer of the said property as aforesaid (the receipt whereof the Vendor and the Confirming Party do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby for ever acquit release and discharge the Purchasers as well as the said property hereby transferred and conveyed) the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchasers absolutely and forever, and the Confirming Party doth hereby confirm and assure the same unto the Purchasers, free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts prohibitions restrictions executions acquisitions requisitions attachments vesting easements liabilities and lis pendens whatsoever ALL THAT the piece or parcel of land measuring about 12 decimals comprising of (a) 4 decimals of pukur out of 19 decimals in L.R. Dag No. 1237 (R.S. Dag No. 1202) and (b) 8 decimals of Danga land out of 25 decimals in L. R. Dag no. 1238 (R. S. Dag No. 1203) both under R. S. Khatian No. 445, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah, and more fully described in the Schedule hereunder written and hereinafter referred to as "the said property" OR HOWSOEVER OTHERWISE the said property or, any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished Together With all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appurtaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said property and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor in to and upon and in respect of the said property or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said erration property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and for ever free from all encumbrances charges liens claims demands mortgages leases tenarcies licences occupancy rights trusts debutter prohibitions restrictions restrictive coverants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever AND the Vendor and the Confirming Party do hereby covenant with the Purchasers that the Vendor is the absolute and lawful owner of and well and sufficiently seised and possessed of and entitled to the said property and every part thereof free from all encumbrances and liabilities of whatsoever nature AND the Vendor and the Confirming Party do hereby covenant with the Purchasers that neither the Vendor nor her predecessors-in-title nor the Confirming Party have at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid and/or the Confirming Party may or can be prevented from confirming and assuring the same unto the Purchasers AND THAT NOTWITHSTANDING any act deed or thing by the Vendor and/or her predecessors-in-title and/or the Confirming Party done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently seised and possessed of and entitled to the said property hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor has now in herself good right and full and absolute power to grant sell convey transfer and assure the said property hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner aforesaid AND-that the Purchasers shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of her predecessors in title or any of them AND. THAT the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor and the Confirming Party well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever suffered or under any other law or Acts and/or rules made or framed thereunder and the Vendor and the Confirming Party have no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof AND THAT no suit and/or proceeding are or is pending in any Court of law affecting the said property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority AND the Vendor and the Confirming Party covenant with the Purchasers that they and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through under or in trust for the Vendor and/or the Confirming Party shall and will from time to time and at all times hereafter at the request of the Purchasers make do acknowledge and execute at the costs of the Vendor and/or the Confirming Party all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said property and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece or parcel of land measuring about 12 decimals comprising of (a) 4 decimals of pukur out of 19 decimals in L.R. Dag No. 1237 (R.S. Dag No. 1202) and (b) 8 decimals of Danga land out of 25 decimals in L. R. Dag no. 1238 (R. S. Dag No. 1203) both under R. S. Khatian No. 445, J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah. The said 19 decimals of land in L. R. Dag No. 1237 and the said 25 decimals of land in L. R. Dag No. 1238 are collectively delineated in GREEN borders in the map or plan annexed hereto and butted and bounded in the following manner.

On the North by

: R. S. Dag No 1201, 1202(part) and 1203 (part);

On the East by

: Kone Expressway,

On the West by

R. S. Dag No. 1201 and 1202(part); and

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

Out of the land delineated in Green borders in the map, total 12 decimals comprising of 4 decimals in L. R. Dag No. 1237 and 8 decimals in L. R. Dag No. 1238 are being sold by this Deed. Is begand 75mt of Kara Expression

IN WITNESS WHEREOF the Vendor and the Confirming Party have hereunto set and subscribed their hands on the day month and year first above written.

SIGNED AND DELIVERED by the within-	
named Vendor at in the presence	
of: 4.719	BY LILARANI GHER
11 troch	the per St Del Eum
2) SK. AKKAMALI Will	Mongha Danga BANKA
SIGNED AND DELIVERED by the within-	
named Confirming Party atin	A Sect Glage
the presence of :	
V	

2) SK, AKKAMALi

Prepared by: Rajeev Ginodia, Advocate Enrolment number: F/671/680 of 1989

Lagar Jugo

Typed by: Gouri Shankar Rara

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RECEIVED of and from the within-named Purchasers the within mentioned sum of Rupees seven lacs twenty five thousand only being the consideration money in full payable to the Vendor under these presents as per the following -

## MEMO OF CONSIDERATION

BY CASH

As 725000 00

(Rupees seven lacs twenty five thousand only)

Rs. 725000.00

O Narchip Bancon 17. Gove Place Kalle No. - 691

2/ SK. AKLAMALI PIL- UNDANI through the Per of Delkundr w - Monghadanga BANI HOWNah

Absolt 4650

RECEIVED of and from the within hamed Purchasers the within mentioned sum of Rupees fone lac eighty one thousand two hundred fifty only being the consideration money in full payable to the Confirming Party under these presents as per the following -

## MEMO OF CONSIDERATION

BY AMOUNT INCLUDED IN BANKERS CHE QUE NO. 008515 dt 11.03 2005 I GENED BY BANK OF BARODA, BRABOULNE ROAD, KOLKATA, IN FAVOUR OF NIRMAL KUMAR GOYAL AT THE REQUEST OF THE CONFIRMING PARTY AND BAY ABLE AT BANK OF BARODA CHANA PERCE

BY CAGH

(Rupees one laweighty one thousand two hundred fifty only) Rs. 181250

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2) SK. AKKERMALE

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