14892/2022 14813/2022

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

AM 751012

A.R.A. IV

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Document.

Additional Registrar of Assurances-IV, Kolkata

14 SEP 2022

Market value fixed by Hon'ble High Court at Calcutta, vide order attached herewith

Additional Registrar of Assurances-IV, Kolkata

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this ...14th..... day of SEPTEMBER Two Thousand and Twenty Two (2022);

BETWEEN

DEBABRATA BASU RAY, Advocate **(PAN :, AGBPB7537L Aadhaar No. 221059901718, Mobile No. 9830263466)**, son of Late Somenath Roy,

Debabrata Basu Ray
Special Officer

93237

Kalyan Banerjee Pvt Ltd.

NAME.....
ADD.....
Rs.....
- 7 SEP 2022
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

- 7 SEP 2022

- 7 SEP 2022

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN:	192022230118532661	**Payment Mode:**	Online Payment
GRN Date:	09/09/2022 16:17:13	**Bank/Gateway:**	AXIS Bank
BRN :	713552927	**BRN Date:**	09/09/2022 16:19:25
Payment Status:	Successful	**Payment Ref. No:**	2002682476/23/2022 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	KALYAN VANIJYA PVT LTD
Address:	KOLKATA
Mobile:	9038906136
Depositor Status:	Buyer/Claimants
Query No:	2002682476
Applicant's Name:	Mr Saptarshi Roy
Identification No:	2002682476/23/2022
Remarks:	Sale, Sale Document Payment No 23

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002682476/23/2022	Property Registration- Stamp duty	0030-02-103-003-02	2340020
2	2002682476/23/2022	Property Registration- Registration Fees	0030-03-104-001-16	468014
3	2002682476/23/2022	Mutation/Conversion -Receipt	0029-00-800-028-27	600022
			Total	**3408056**

IN WORDS: THIRTY FOUR LAKH EIGHT THOUSAND FIFTY SIX ONLY.

residing at 48/2, Block 'D', Bangur Avenue, P.O. Bangur Avenue, P.S. Lake Town, Kolkata – 700 055, **Special Officer,** appointed by an order dated 27th August, 2004 passed by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal – I, Kolkata, in O.A. No. 14 of 1994 (Punjab National Bank – vs – EAP Industries Ltd. & Ors.) and other connected matters mentioned in such order and acting as such Special Officer on behalf of and for sale of the property of **EAP INDUSTRIES LIMITED** (**PAN**: **AABCE3517E**), a Company within the meaning of the Companies Act, 2013, having its registered office at 145, Jessore Road, Post Office Lake Town, Police Station Lake Town, Kolkata – 700 089, hereinafter referred to as the **"VENDOR"** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include the successor or successors-in-office of the Special Officer and successor or successors-in-office of the said Company named above) of the **ONE PART;**

AND

KALYAN VANIJYA PRIVATE LIMITED (**PAN**: **AABCK9088L**), a Company within the meaning of the Companies Act, 2013, having its registered office at 5, Gorky Terrace, Second Floor, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata - 700 017, represented by its Director, **NAVEEN MODI (PAN : AQIPM7772P, Aadhaar No. 383985913116)** son of Shiv Ratan Modi, residing at 4A, Bright Street, Police Station Karaya, Post Office Ballygunge, Kolkata – 700019, duly authorised vide a Board Resolution dated 02.09.2022, hereinafter referred to as the **"PURCHASER"** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors and/or successors-in-interest and/or assigns) of the **OTHER PART:**

Debabrata Banerjee

SEAL OF THE ADDL. REGISTRAR OF ASS

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

WHEREAS:

A. One East Anglia Plastics (India) Limited was seised and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner for more than fifty years of **ALL THAT** piece and parcel of land measuring an area of 180.55 Cottahs more or less, situate, lying at, being and/or comprised in R.S. Dag Nos. 221, 224, 225, 302, 303, 304 and 305 , R.S. Khatian Nos. 772, 773, 774, 894 and 896, Mouza- Patipukur, J. L. No. 24, Pargana - Panchannogram, Sub Registration Office- Cossipore – Dum Dum, District 24 Parganas, under the jurisdiction of the South Dum Dum Municipality, Police Station – Dum Dum, in the State of West Bengal, hereinafter referred to as the "**said Plots of Land**", free from all encumbrances, charges, liens and *lis pendens*, whatsoever.

B. The said East Anglia Plastics (India) Ltd. caused to be mutated and recorded its name in the records of the South Dum Dum Municipality in respect of the said Plots of Land when the said Plots of Land were amalgamated, separately assessed and re-numbered as premises No. 145, Jessore Road.

C. The said East Anglia Plastics (India) Ltd. caused to be constructed rooms, buildings and other structures at the said Plots of Land. The said Plots of Land together with all constructions and erections thereat are hereinafter collectively referred to as the "**said Property**".

D. The name of the said East Anglia Plastics (India) Limited was changed to EAP Industries Limited upon complying with the provisions of the Companies Act, 1956 and thereupon, the Registrar of Companies, West Bengal, duly issued a fresh

Debabrata Banerjee

Certificate of Incorporation in the name of E A P Industries Limited, being the Vendor herein, (hereinafter referred to as the "**said Company**").

E. The said Company had availed of loans and/or credit facilities from Punjab National Bank, State Bank of India, United Bank of India, Industrial Investment Bank of India and Industrial Development Bank of India (hereinafter jointly referred to as "the **Lenders"**) and in view of defaults committed by the said Company in repayment of the same, the said Lenders instituted the below mentioned recovery proceedings before the Learned Kolkata Debts Recovery Tribunal – I, Kolkata (hereinafter referred to as the "**said DRT**"):-

i) O.A. No. 14 of 1994 (Punjab National Bank – versus – EAP Industries Limited & Ors.);

ii) O.A. No. 40 of 1994 (State Bank of India – versus – EAP Industries Limited & Ors.);

iii) O.A. No. 13 of 1994 (United Bank of India – versus – EAP. Industries Limited & Ors.);

iv) O. A. No. 176 of 1997 (Industrial Investment Bank of India – versus – Deepak Himmatsingka & Ors.);

v) O. A. No. 136 of 1997 (Industrial Development Bank of India – versus – EAP Industries Limited & Ors.).

F. The abovementioned recovery proceedings instituted by the said Banks and/or Financial Institutions against the said Company are hereinafter collectively referred to as the "**Recovery Proceedings**".

Debabrata Bam Ray

G. On or about July 19, 2004, the said Company along with its guarantors entered into a compromise with the said Banks and/or Financial Institutions in full and final settlement of their entire claims and dues respectively. A joint Compromise Petition along with the Terms of Settlement, duly signed and executed by the said Company, its guarantors, the Purchaser herein and the Lenders, was filed in the said Recovery Proceedings in the said DRT. By the said Terms of Settlement, the parties thereto settled their disputes and agreed for disposal of the Recovery Proceedings on, inter alia, the following terms and conditions:

i) All the Lenders jointly agreed to receive and accept an aggregate sum of Rs. 4,68,00,000/- (Rupees Four Crores Sixty Eight Lakhs only) from the Purchaser on account of the said Company towards full and final satisfaction of their respective dues and claims against the said Company and its guarantors and will constitute a full and absolute discharge of debts, liabilities and obligations of the said Company and/or its guarantors to the Lenders.

ii) the Purchaser herein agreed to make payment of the said settled amount on account of the said Company in agreed installments and against such payment became entitled to have transferred and conveyed in its favour, free from all encumbrances, the said Property admeasuring 180 cottahs more less, together with exclusive physical possession of the same duly butted and bounded by brick built boundary wall.

iii) the Purchaser also agreed to make payment of the dues of the workers of the said Company, the municipal tax arrears

Debabrata Banerjee

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

in respect of the property and the dues of West Bengal Electricity Board against the said Company.

H. By an order dated 27th August, 2004 passed by the said DRT in O.A. No.14 of 1994, the said compromise between the said Company and the guarantors of the One Part and the said Banks and Financial Institutions of the Other Part was recorded. All the said Recovery Proceedings were taken up together for hearing and the orders passed by the said DRT in O.A No. 14 of 1994 covered, and/or formed part of the said Recovery Proceedings. By the said order dated 27th August, 2004, the Purchaser herein was impleaded as party to the proceeding and certain directions were, inter alia, given by the said DRT thereby appointing a Special Officer, namely Mr. Debabrata Basu Roy, Advocate (being the person executing these presents as special officer to convey the property of the said Company as Vendor herein and hereinafter also referred to as "the **said Special Officer"**), inter alia, to ascertain the claim of the workers and to take custody of all the properties of the said Company which was later clarified by the said DRT by its order dated 6th September, 2004 to be the property at 145 Jessore Road, Kolkata. However the said DRT kept his order on compromise petition pending till ascertainment of the claims of the workers.

I. Punjab National Bank, State Bank of India, Industrial Development Bank of India and Industrial Investment Bank of India as petitioners filed an application being C.O. No. 2780 of 2006 before the Hon'ble High Court, Calcutta praying *inter alia*, to give effect to the aforesaid joint Compromise Petition filed in the said DRT. United Bank of India was made a proforma respondent in the same. The said Company also filed an application being C. A. N. 6575 of 2006 in the said C.O. No. 2780 of 2006. By a judgment and order

Debabrata Basu Roy

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

dated 27th September, 2006 passed in the same, the Hon'ble High Court at Calcutta was pleased to record that all the financial institutions were supporting the same and passed order to dispose of the said application with directions, *inter alia*, as follows:-

a) the compromise entered into by and between the parties before the Learned DRT be given effect to;

b) upon appropriating the said sum of Rs.4,68,00,000/-, the Lenders were directed to convey the premises No. 145 Jessore Road, Kolkata to the Purchaser at the consideration equivalent to the amount paid under the compromise by redeeming by the mortgage.

c) The Special Officer appointed over the property was directed to make over possession of the same to the Purchaser and to remove any obstructive and/or unauthorized occupation of anyone while delivering possession to the Purchaser. The concerned police authorities were directed to render full assistance and co-operation to the Special Officer in this regard.

d) The Presiding Officer and/or the Recovery Officer of the DRT was directed to prepare a Sale Certificate in respect of the property at a sum equivalent of the amount of compromise in favour of the opposite party and to forward the same to the Additional District Sub-Registrar, Bidhannagar for registration and recording thereof.

e) The concerned Registrar was directed to register the Conveyance and/or the Sale Certificate issued in favour of the Opposite Party No. 6 at a consideration equivalent to the

Debabrata Banerjee

SEAL OF THE ADDL REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

amount recorded in the Joint Compromise Petition and to assess the Stamp Duty based thereon for the purpose of registration.

f) After the registration, the concerned Municipality (being the South Dum Dum Municipality) was directed to mutate the name of the Purchaser herein, so as to enable the said Purchaser to pay the statutory dues and/or taxes in respect of the said Property.

g) The workers and/or worker's union were directed to submit their claim in respect of their dues to the Special Officer within a period of six weeks from date whereupon the Special Officer was directed to settle their dues in the manner mentioned therein.

h) The concerned authorities, namely, the competent authority under the Urban (Ceiling & Registration) Act, 1976 and the concerned D.L.L.R.O., North 24-Parganas, and B.L.L.R.O., Barrackpore, Government of West Bengal, were directed to dispose of the applications ought to be filed by the Purchaser for obtaining no-objection certificate in respect of the said Property and for its conversion, if necessary, and to pass appropriate orders on the said applications.

i) True copy of the said judgement and order dated 27th September, 2006 passed by the Hon'ble High Court, Calcutta is enclosed herewith and marked as Annexure "A".

J. Being aggrieved by the said Judgment and order dated 27th September, 2006 passed by the Hon'ble High Court at Calcutta, the Workers Union of the said Company preferred an appeal by way of Special Leave Petition before the Hon'ble Supreme Court of India.

Debabrata Bose Ray

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

The said appeal was registered as S.L.P. (Civil) No. 8168 of 2006. The Hon'ble Supreme Court of India by an Order dated November 3, 2006, *inter alia*, declined to admit the S.L.P. Thereby, the said judgment and order dated 27th September, 2006 was upheld by the Hon'ble Supreme Court of India..

K. Kalyan Vanijya Pvt. Ltd., being the Purchaser herein, having duly paid the said entire settled amount of Rs.4,68,00,000/- (Rupees Four Crores Sixty Eight Lakhs only) from time to time and lastly on 25.04.2005 and Lenders confirmed the satisfaction of the entirety of their respective claims.

L. The Learned Special Officer thereafter took possession of the premises No. 145, Jessore Road, Kolkata 700 089.

M. The Learned DRT on or about 31st July, 2009 had duly issued a Sale Certificate in respect of the said Property together with all movables whatsoever lying thereat in favour of the Purchaser herein in due compliance with the said judgement and order dated 27th September, 2006 passed by the Hon'ble High Court, Calcutta.

N. Upon quantification of the dues payable to the workers of the said Company, the said DRT, by orders dated 21st February, 2017 and 28th February, 2017, was *inter alia*, pleased to direct the Purchaser to deposit with the Special Officer the settled dues payable to the workers of the said Company together with the further amount payable towards provident fund as demanded by the provident fund commissioner and upon receipt whereof directed the said Special Officer to handover the physical possession of the property and original title deeds and documents to the Purchaser herein and

Debabrata Barman Ray

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

thereafter to execute the Deed of Conveyance in favour of the Purchaser herein.

O. The Purchaser herein duly paid the dues of the workers union and provident fund dues to the Learned Special Officer towards satisfaction of the claim of the workers of the said Company.

P. On 5th April, 2017, the Special Officer handed over to the Purchaser physical possession of Premises No. 145, Jessore Road, Kolkata, subject to the attachment thereof by the sales tax authority.

Q. The Directorate of Commercial Taxes took over possession of the said property in connection with its dues. Subsequently the Purchaser herein duly paid the entire dues of the Sales Tax Authority and the said Directorate of Commercial Taxes issued its no dues certificate dated 17.03.2019 and dropped the certificate cases and handed over the physical possession of Premises No. 145, Jessore Road, Kolkata, in favour of the Purchaser herein, as recorded in its letter to the Purchaser bearing Memo No. 395/Law/CT, dated 13th September, 2019 and the property became free from all encumbrances. The Special Officer having already handed over *khas*, vacant and peaceful possession, the Purchaser came into and is in vacant and peaceful possession of the property in question.

R. In further compliance of/with the terms of the said compromise petition, the Purchaser shall pay and clear in respect all the arrears of the property rates and taxes and also dues of the West Bengal State Electricity Board, if any.

Debabrata Banerjee

SEAL OF THE SCHOOL REGISTRAR OF ASSAM

S. Subsequently it was ascertained by the Special Officer and the Purchaser herein that while the terms of said compromise petition (which was ultimately given effect to by the Hon'ble High Court at Calcutta by its said order dated 27th September, 2006) provided *inter alia* for the transfer and conveyance in favour of the Purchaser herein of only a distinct, demarcated and identified portion of about 180 Cottahs more or less of the said Property, the sale certificate dated 31st July, 2009 inadvertently stood issued for a much higher area of about 260 Cottahs more or less, and accordingly the Purchaser herein filed an application in the said O.A. No. 14 of 1994 pending before the Learned DRT, registered as M.A. No. 25 of 2020, praying *inter alia* for issuance of a fresh sale certificate and execution of deed of conveyance in respect of a distinct, demarcated and identified portion of the said Property admeasuring 180.55 cottahs more or less together with all structures standing thereon, coupled with cancellation of the sale certificate dated 31st July, 2009.

T. By order dated February 11, 2021 passed by the said DRT in the said M.A. No. 25 of 2020, Mr. Suman Das was appointed as surveyor and such surveyor carried out the survey in the presence, amongst others, of representatives of the said Company and submitted its survey report before the said DRT. The said Surveyor found that the area of the land of the property in possession of the Purchaser was 180 Cottahs 8 Chittacks 36 Sq. Ft. and the area of the constructions thereupon varying nature were 74000 Square feet and the same is morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and being the said Property.

Debabrata Banerjee

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

U. Pursuant to such survey and measurement, on an application being No. I.A. No. 1089 of 2022 made jointly by the said Company and the said Purchaser in the said M.A. No. 25 of 2020 arising out of O.A. No. 14 of 1994 before the said DRT, an order was passed on 28th June, 2022, inter alia, directing the Recovery Officer to execute a fresh Sale Certificate in respect of the said Property and directing the Special Officer to convey the said Property to the Purchaser and/or its nominee/nominees as per the settlement.

V. The Recovery Officer of the said DRT has issued the Sale Certificate dated 12th July, 2022 in respect of the said Property in favour of the Purchaser herein and has forwarded the same to the Registrar of Assurances, Kolkata on 09.09.2022 for its recording the same. A copy of the Sale Certificate is annexed hereto and marked "B".

W. The Special Officer on 08.09.2022 has approved the draft of the instant deed of conveyance and the Special Officer agreed to execute and register the same to convey the said property being a property of the said Company in favour of the Purchaser herein.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the judgment and order dated 27th September, 2006 passed by the Hon'ble High Court at Calcutta in C.A.N. 6575 of 2006, C.O. 2780 of 2006, the order dated 3rd November, 2006 passed by the Hon'ble Supreme Court of India in S.L.P. (Civil) CC No. 8168 of 2006 as also the several orders and lastly order dated 28th June, 2022 recited above passed by the said DRT and in consideration of the said sum of Rs. 4,68,00,000/- (Rupees Four Crores Sixty Eight Lakhs only) paid by the Purchaser on account of the said Company to the

Debabrata Banerjee

Lenders in addition to the other payments to the Special Officer as recited above (the receipt whereof the Vendor doth hereby as also by and under the memo of consideration hereunder written, confirm and acknowledge, and of and from the payment of the same and every part thereof, do hereby absolutely and forever acquit, release, discharge, absolve and exonerate the Purchaser as also the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part thereof), the said Debarata Basu Ray, the Learned Special Officer appointed over the said Property of the said Company and being empowered to convey the same on behalf and account of the said Company (being the Vendor herein), doth hereby for self and for and on behalf of the said Company do grant, sell, transfer, convey, assign and assure unto and to the Purchaser herein, **All That** the **Said Property**, being **ALL THAT** messuages tenements hereditaments sheds structures houses and premises **TOGETHER WITH** the piece and parcel of land or ground thereunto belonging whereon or on part whereof the same are erected and built containing an area of 9 (Nine) Bighas 8 (Eight) Chittacks 36 (Thirty Six) Sq.ft. more or less situate, lying at and being municipal premises No. 145 Jessore Road, Kolkata as it has for long been commonly known as and now recorded in municipal holding No. 70 under South Dum Dum Municipality (formerly portions of 68 and 70, Jessore Road and prior thereto 12/1, Jessore Road, 145, 144, 143, 142, Calcutta Jessore Road), Kolkata-700089 and being portions of R.S. Dag Nos. 221, 224, 225, 302, 303, 304 and 305, R.S. Khatian Nos. 772, 773, 774, 894 and 896 and now in portions of L.R. Dag Nos.326, 327, 328, 329, 502, 503, 520, 521, 504, 505 and 506 recorded in L.R. Khatian No. 2102 in Mouza Patipukur, J. L. No. 24, Pargana Panchannogram, Sub Registration Office Cossipore–Dum Dum, District 24 Parganas, Police Station Lake Town (formerly Dum Dum) morefully and particularly mentioned and described in the **SCHEDULE** hereunder and delineated in the plan annexed hereto duly bordered thereon in **"RED" TOGETHER**

Debabrata Basu Ray

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

WITH free, vacant, peaceful and physical possession of the entirety of the said Property **AND TOGETHER WITH** all and singular the tangible and intangible assets, edifices, equipments, movables, sheds, tools, tackles, fixtures, gates, courts, courtyards, compound, boundaries, boundary walls on all sides, areas, sewers, drains, ways, underways, paths, passages, fences, hedges, ditches, shrubs, trees, water, water courses, lights, and all manner of former and other rights liberties benefits privileges easements quasi easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion and reversions, remainder and remainders and all the rents, issues and profits thereof and of every part thereof **AND ALL** the estate, right, title, interest, use, possession, property, claim and demand whatsoever both at law and in equity of the Vendor in, to, over, upon the properties hereby granted, conveyed, transferred, assigned and assured or expressed or intended to be so and every part or parts thereof **AND TOGETHER WITH** the benefits of all orders and directions passed in favour of the Purchaser and/or beneficial to the said Property in the several proceedings recited above or otherwise including the benefits of the directions given under the Judgment dated 27th September, 2006 upon different authorities and/or statutory bodies **AND TOGETHER WITH** the benefits of all mutations, conversions, clearances, certificates, no objections, approvals already applied for and/or obtained by the Purchaser in respect of the said Property **And** all deeds, pattahs, muniments, writings and evidences of title which in any manner relate 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 any other person or persons from whom the Vendor can or may procure the same, without any action or suit at law or in equity **AND TOGETHER WITH** all and entire ownership, share, right, title and interest of the said Company

Debabrata Banerjee

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

of and in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TO HAVE AND TO HOLD** the Said Property and each and every part thereof and all other properties, hereby sold, granted, conveyed, transferred, assigned and assured or expressed or intended so to be by and/or on behalf of the Company and deemed to be by the Company unto and to the Purchaser and unto and to the use and benefit of the Purchaser, absolutely and forever, free from all encumbrances including mortgages, charges, hypothecation, liens, security, security interest, lis pendens, legal proceedings, leases, tenancies, occupancy rights, bargadar, uses, debutters, trusts, acquisition, requisition, vesting, alignment, attachments, claims, demand and liabilities whatsoever or howsoever save the property taxes and electricity charges payable in respect of the said Property.

AND THIS INDENTURE FURTHER WITNESSETH that in the premises aforesaid, the said Special Officer being specifically directed and empowered in this behalf by orders passed as above, do hereby redeem release and discharge the said Property and all properties benefits and rights hereby granted sold conveyed and transferred from any of the security, mortgage, charge, lien, hypothecation heretofore created, done or suffered with the said Lenders or any person claiming through under or in trust for them and any claim of any nature whatsoever of the said Lenders or any person claiming as aforesaid absolutely and forever.

AND THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASER as follows:-

i) That notwithstanding any act, deed, matter or thing whatsoever by the Special Officer and/or the said Company done, omitted, executed or knowingly permitted or omitted or suffered to the contrary, the Vendor is now lawfully, rightfully, absolutely seized

Debabrata Barn Ray

SEAL OF THE ADDL REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

and possessed of or otherwise well and sufficiently entitled to all properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and intended so to be and every part thereof to the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents, without any manner or nature of encumbrances, charges, trusts or any other thing whatsoever to alter, defeat, encumber or make void the same.

ii) And that the right, title and interest which the Vendor professes to sell, transfer, convey and assign subsists, and notwithstanding any act, deed or thing whatsoever as aforesaid, the Vendor now has good right, full power, absolute authority and indefeasible title, to grant, convey, transfer, sell and assign all and singular the said Property hereby conveyed, transferred or expressed so to be unto and in favour of the Purchaser in the manner aforesaid;

iii) And that the properties benefits and rights hereby granted, sold, transferred and conveyed or expressed so to be unto and in favour of the Purchaser by the Vendor is now free from all claims demands encumbrances mortgages charges leases tenancies occupancy rights bargadars liens attachments restrictive covenants lispendens uses debutters trusts acquisition requisition vesting prohibitions claims demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.

iv) And that the Vendor 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 or things whatsoever for further, better or more perfectly conveying

Debabrata Barua Ray

and transferring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part thereof unto and in favour of the Purchaser in the manner aforesaid as shall or may be reasonably required.

v) And that the Purchaser shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all claims and demands of the said Property, in any manner whatsoever and all encumbrances in respect thereof.

vi) And that the Vendor has not, at any time, done or executed or knowingly suffered or been party to any act, deed or thing whereby the said Property hereby granted, sold, transferred and conveyed or expressed so to be or any part thereof is effected in title or otherwise and the Vendor herein is prevented from transferring and/or conveying the said Property in favour of the Purchaser in the manner aforesaid;

vii) And That the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive 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 having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and by and at the costs of the Vendor effectually saved defended kept harmless and indemnified

Debabrata Bam Ray

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

of from and against all manner of former and other estate right title interest charges mortgages encumbrances charges leases tenancies occupancy rights restrictions restrictive covenants liens attachments bargadars lispendens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever in any way affecting the properties benefits and rights hereby granted sold conveyed transferred assigned.

viii) And That the Purchaser shall be entitled to obtain revised and correct mutation of its own name in the records of the B.L. & L.R.O.,, the South Dum Dum Municipality and other appropriate authorities in respect of the said Property and to obtain any further new or revised conversions, clearances, certificates, no objections, approvals etc., from the authorities under West Bengal Estate Acquisition Act, 1953, West Bengal Land Reforms Act, 1955, Urban Land (Ceiling & Regulation) Act, 1955 and any other laws as required in respect of the said Property pursuant to directions contained in orders passed by the Hon'ble High Court at Calcutta and the said DRT and also otherwise under laws for the time being in force.

ix) And That the Purchaser shall be entitled to all the accretions, additions, benefits, facilities, amenities, rights and title as have accrued to the Vendor and/or the Said Property and/or have been acquired by the Vendor including but limited to those with passage of time as also by virtue of the ownership of any part or portion of the Said Property

Debabrata Barn Ray

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

x) And Also That the Purchaser shall have the right and thus shall be entitled to, as and when determined by the Purchaser at its sole and absolute discretion, to, at its own cost and expense, have the Said Property mutated in its name in the records of the South Dum Dum Municipality.

AND THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDOR as follows:-

A) That the Purchaser herein shall bear and pay the Municipal taxes, land revenue and all other rates, taxes and outgoings as may be found payable on account and in respect of the said Property from the date of this document;

B) That the Purchaser herein may at its own cost duly apply for and have its name mutated in the records of the South Dum Dum Municipality, concerned B.L. & L.R.O. and all other Government and/or Semi Government authorities and/or departments.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

ALL THAT the messuages tenements hereditaments houses rooms structures and premises together with the piece and parcel of land thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 9 (Nine) Bighas 8 (Eight) Chittacks 36 Sq.ft. (approx. 2.98441 Acres or 180.55 Cottahs) more or less all situate, lying at and being part of municipal premises No. 145 Jessore Road, Kolkata, and now recorded in municipal holding No. 70 under South Dum Dum Municipality (formerly portions of 68 and 70, Jessore Road and prior thereto 12/1, Jessore Road, 145, 144, 143, 142, Calcutta

Debabrata Barn Ray

SEAL OF THE ADDL REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 SEP 2022

Jessore Road), and comprised in Mouza- Patipukur, J.L. No. 24, District North 24 Parganas, under the jurisdiction of the South Dum Dum Municipality, Post Office – Lake Town, Police Station – Lake Town (formerly Dum Dum), Ward No. 30 in the State of West Bengal and comprised in the following Dags:

R.S. DAG NO.	R.S. KH. NO.	L.R. DAG NO.	L.R. KHATIAN	AREA MUTATED (IN ACRE)	AREA (IN COTTAH)
221	773	326 327	2102	0.2114 0.5235 **0.7349**	12.79 31.67
224	894	328	2102	0.3839	23.22
225	896	329	2102	0.1511	9.14
302	894	502 503 520 521	2102	.0327 .3584 .1000 .1520 **.6431**	1.98 21.68 6.05 9.19
303	896	504	2102	0.0584	3.53
304	773	505(P)	2102	0.57751	34.95
305	772, 774	506	2102	0.4355	26.35
	TOTAL				**180.55**

The said property is delineated on the Plan hereto annexed and bordered in **RED** thereon and butted and bounded in the manner as follows :

On the North : By public road, Jessore Road

On the East : Part of R.S. Dag Nos. 225, 302, 303, 306 and others.

On the South : Part of R.S. Dag Nos. 304 and 306;

On the West : Several residential buildings

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described and distinguished. Be it mentioned that the structures on the

Debabrata Banerjee

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

said Property are containing a total area of 74000 Square feet and are dilapidated more than 55 years constructed by the Company and the land and structures are intended for residential use only.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands, seals and signatures on the day, month and year first above written.

EXECUTED AND DELIVERED by the **VENDOR** at Kolkata in the presence of:-

1) Pushpa Deshra
Advocate
60/2, P.B. Road
Kol – 41

(2) Saptamhi Roy
Adv.
H.C. Calcutta

Debabrata Basu Ray

DEBABRATA BASU RAY

Advocate/ Special Officer

Special Officer, appointed by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal No – 1 by order passed in O. A. No. 14 of 1994 having binding effect on all Recovery Proceedings and acting as such Special Officer on behalf of and for sale of the property of EAP INDUSTRIES LIMITED

SIGNATURE OF THE VENDOR


SEAL OF THE ADDL REGISTRAR OF ASS

EXECUTED AND DELIVERED by the **PURCHASER** at Kolkata in the presence of:-

1) Pushpa Keisarwa

(2) Saptamhi Roy

For Kalyan Vanijya Private Ltd.

Director

SIGNATURE OF THE PURCHASER

Drafted by me,

Saptamhi Roy

C/o Fox and Mandal

206, A.J.C. Bose Road, Kol-17

E.No. - WB/1479/2011

CONFIRMATION OF RECEIPT OF CONSIDERATION:

PURSUANT to the judgement and orders from time to time passed by the Hon'ble High Court at Calcutta, the Hon'ble Supreme Court of India and the Learned Kolkata Debts Recovery Tribunal-1, for the sale of the said Property by the Special Officer in favour of the Purchaser, the Purchaser had duly deposited the consideration amount of Rs.4,68,00,000/- (Rupees Four Crores Sixty Eight Lakhs only) with the Banks and Financial Institutions in terms of the said judgment and orders passed by the Hon'ble High Court at Calcutta, the Hon'ble Supreme Court of India and the Learned Kolkata Debts Recovery Tribunal-1 in the manner as follows:-

Date	Drawn on	Cheque No.	Amount
08/07/2004	IDBI Bank	171402	1,17,00,000/-
18/04/2005	IDBI Bank	209397	50,00,000/-
18/04/2005	IDBI Bank	209398	50,00,000/-
18/04/2005	IDBI Bank	209399	50,00,000/-
18/04/2005	IDBI Bank	209400	50,00,000/-
18/04/2005	IDBI Bank	209402	50,00,000/-
18/04/2005	IDBI Bank	209405	25,00,000/-
22/04/2005	IDBI Bank	209404	26,00,000/-
25/04/2005	IDBI Bank	209403	50,00,000/-
		TOTAL	**4,68,00,000/-**

Debabrata Basu Ray

DEBABRATA BASU RAY

Advocate/ Special Officer

Special Officer, appointed by the Learned

Presiding Officer, Kolkata Debts Recovery Tribunal No - 1
By order passed in O. A. No. 14 of 1994 having binding effect on all Recovery Proceedings.

WITNESSES :

1) Pushpa Mishra

(2) Saptarshi Roy

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

Debabrata Banerjee
Advocate / Special Officer
Special Officer appointed by
the learned Presiding Officer,
Kolkata Debts Recovery Tribunal-I
by order passed in O.A. No. 19 of 1994
vesting binding effect on all necessary
proceedings and giving complete Special
Officer on behalf of and for sale of the
property of EAP INDUSTRIES LIMITED

For Kalyan Vanijya Private Ltd.
Naveen Modi
Director

TOTAL LAND AREA :
[illegible] COTTAH [illegible] CHITTACK AND [illegible] SQUARE FEET
(MORE OR LESS).

BORDERED BY [illegible] COLOUR.

DEED PLAN OF PREMISES NO:145, JESSORE ROAD, AND NOW RECORDED IN MUNICIPAL HOLDING NO 70 , MOUZA - FATIPUKUR, J.L. NO 24, R.S DAG NO. - 221, 224, 225, 302, 303, 304 & 306, DISTRICT NORTH 24 PARGANAS, UNDER THE JURISDICTION OF SOUTH DUM DUM MUNICIPALITY, WARD NO 36, P.S: LAKE TOWN, KOLKATA: 700 089.

** NOT TO SCALE

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

	Finger prints of the executant				
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Thumb	Fore	Middle (Right	Ring Hand)	Little

	Finger prints of the executant				
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Thumb	Fore	Middle (Right	Ring Hand)	Little

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

14 SEP 2022

ANNEXURE-A

IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION
APPELLATE SIDE

Present : The Hon'ble Mr. Justice Soumitra Sen

C. O. No.2780 of 2006
C. A. N. No.6575 of 2006

PUNJAB NATIONAL BANK & ORS.

VERSUS

EAP INDUSTRIES LTD. & ORS.

For the PNB : Mr. S. Bhattacharyya.
For the SBI, IDBI & IRBI : Mr. Malay Sil,
Mr. Prasun Ghosh.
For the CESC Ltd. : Mr. Prasun Kukherjee.
For the State : Mr. A. N. Banerjee,
Mr. Gautam Som.
For the Workers' Union : Mr. Bimal Chatterjee,
Mr. Kamalendu Ghosh,
Mr. D. Mitra,
Mr. Raja Ghosh.
For the Respondent Nos.2, 3 & 4 : Ms. Aruna Ghosh,
Mr. A. Sen.
For the Respondent No.1 : Mr. Jay Saha,
Mr. S. Mitra.
For the Respondent No.7 : Mr. Saptanshu Basu.
For the Respondent No.6 : Mr. Jishnu Saha,
Mr. J. Basu Roy.

Judgment on : 27th September, 2006.

SOUMITRA SEN, J. :

In the year 1994, the Punjab National Bank (hereinafter referred to as "the PNB") filed an application under Section 19 of the Recovery of Debts due to Bank and Financial Institutions Act, 1993 (in short "DRT

SB 31/3/12

Naren Mal

Debabrata Banerjee
Special Officer

Act"), inter alia, praying for recovery of the amount lent and advance to the opposite party no.1. Similar applications were filed by the United Bank of India and the State Bank of India in the year 1994 and 1997, similar applications were also filed by IDBI and IFBI.

On or about 8th of June, 2004, the BIFR passed an order directing winding-up of the opposite party no.1.

Thereafter negotiations took place between the financial institutions and the opposite party no.1 whereby the parties agreed to a settlement and, accordingly, an application was filed before the Debt Recovery Tribunal (in short " the DRT") to sanction the said settlement upon the said application being moved, the DRT passed an order directing the parties to file a joint petition for compromise.

Pursuant thereto the parties before the DRT filed a joint petition for compromise on 19th of July, 2004 under which the dues of the financial institutions was settled at Rs.4,68,00,000/=.

On 27th of August, 2004, the DRT passed an order recording that Rs.1,17,00,000/= was paid by the opposite party no.6 to the PNB and the opposite party no.7 (UBI) in accordance with the terms of settlement.

The DRT had appointed a special officer to take possession of the assets of the opposite party no.1 but the special officer could not carry out the said order because of the resistance put forward by the workers and, accordingly, the DRT passed an order on 3rd September, 2004 directing the Superintendent of Police and the Officer-in-Charge of the concerned Police Station to render adequate help and assistance to the special officer to enable him to carry out the earlier order dated 27th of August, 2004.

31/3/12

Nanu Mott

Debabrata Bam Ray

It is significant to mention here that by the said order the DRT directed the special officer to ascertain the claim of the workers in order to pass a final order of the compromise which could only be passed after ascertaining the dues of the workers. The amount of Rs.1,17,00,000/- paid by the opposite party no.6 as mentioned above represented 25 per cent of the amount agreed under the compromise.

Against the order of winding-up passed by the BIFR the workers had preferred an appeal before the DRAT which was dismissed by an order dated 15th of September, 2004.

Against the order dated 27th of August, 2004 passed by the DRT the opposite party no.2 filed an application under Article 227 of the Constitution before this Court which was dismissed by an order dated 15th of October, 2004. By the said order it was held that the DRT was competent to decide and dispose of the joint petition for compromise filed by the parties before the DRT. It was also held that the opposite party no.1, being a company, having a separate legal entity is entitled to deal with its assets.

Another application under Article 227 of the Constitution was filed on behalf of the workers against the order of the DRAT dated 15th of September, 2004, which was dismissed by this Court by an order dated 15th of October, 2004. In the said order, it was observed that though the respondent no.1 was not wound-up by passing an actual order of winding-up, the DRT should ensure that appropriate orders are passed so that the interest of the workers are protected and they do not loose their right under Section 529A which would have been available to them had the company being wound-up. It was further held in the said order that under Section 19(19) of the DRT Act, the DRT is empowered to distribute the sale proceeds of the company in accordance with the

31/3/12

Name not

Debabrata Banerjee

provisions of Section 529A of the Companies Act. It was further observed that if the tribunal takes adequate care in protecting the interest of the workers then the workers do not have any right to object to the tribunal passing any appropriate orders in accordance with the compromise entered into by and between the company and the financial institutions.

It was further observed that mere pendency of the proceedings before the AAIFR should not stall the entire proceedings before the DRT as it would mean the financial institutions losing a very valuable right of realizing public money which has remained unpaid for a very long time.

On 10th December, 2004, the DRAT passed an order rejecting the application filed by the opposite party no.6 under the 17(a) of the DRT Act. Against the said order a revisional application was filed before this Court by the opposite party no.6 which was disposed of by an order dated 24th September, 2004, inter alia, directing the special officer to take possession of the properties of the opposite party no.1. It is significant to mention here that in spite of the specific order passed by this Court the special officer appointed by the DRT could not take possession of the properties of the opposite party no.1 because of the resistance put forward by the workers.

On 10th of February, 2005, the workers filed an application for addition of party before the DRT in the pending proceedings.

On 4th of April, 2005, the application filed by the workers for addition of party was dismissed by the DRT.

The workers filed a special leave petition against the order passed by this Court dated 23rd December, 2004 which was dismissed by the Hon'ble Supreme Court on 8th of April, 2005.

31/3/12

Naren Mal

Debabrata Banerjee

The Hon'ble Supreme Court while dismissing the application made certain observations which are set as under :-

> **"We see no reason why the workers should be so adamant in not allowing the Special Officer to take possession. We dismiss the Special Leave Petition and direct that the Special Officer to take possession forthwith with police help, if necessary."**

Thereafter the matter continued to remain pending before the DRT and certain orders were also passed by the AAIFR directing the status quo to be maintained. However, the order passed by the DRT this Court and the Hon'ble Supreme Court directing the special officer to take possession of the properties of the respondent no.1 could not be implemented. Before the DRT the police authorities have filed an affidavit wherein it was recorded that in the matter of taking possession stiff resistance was expected from the workers as the workers were also assisted by the local politicians.

On 8th November, 2005, the workers filed another application for addition of party before the DRT. This application was filed after hearing on the joint petition for compromise was concluded on 7th of October, 2005. In the meantime, the AAIFR dismissed the appeal preferred by the workers against the order passed by the BIFR dated 8th of June, 2004 whereby the BIFR had directed winding-up of the opposite party no.1.

Subsequently, however, the workers field a writ application before this Court on 23rd of August, 2006, this Court passed an order staying judgment and order dated 2nd of February, 2006 passed by the AAIFR.

SB 9/3/12

Nanu Mal

Debabrata Barman Ray

Under the aforesaid factual backdrop, it was contended on behalf of the petitioner that proceeding before the DRT is being unnecessarily delayed because of the various proceedings initiated by the workers. On behalf of the workers it was contended that this application is not maintainable on the facts as alleged. It was submitted that it is the petitioners who are not allowing the proceedings before the DRT to conclude and, therefore, the DRT should be directed to conclude the proceeding at the earliest.

It is significant to mention here that this application is being supported by all the financial institutions. Their anxiety has been expressed before this Court by their counsel who submitted that their dues should be paid at the earliest.

If the earlier judgments passed by this Court are examined carefully it becomes clear that the right of the parties to the proceedings before the DRT to enter into a compromise has been upheld. In fact it has been clearly held that the workers cannot come in the way of the parties to the proceeding before the DRT coming to a settlement amongst themselves.

It is needless to mention here that the dues of the banks was settled at a sum of Rs.4,68,00,000/- as early on 19th of July, 2004. Further delaying the matter, would in effect go against the public interest. It is also on record that 25 per cent of the settled amount had already been paid. Therefore, the parties have themselves partly acted upon the compromise.

On behalf of the workers it was contended that they are trying to revive the respondent no.1. Such contention of the workers has already been rejected by the BIFR as well as by the AAIFR. This Hon'ble Court in

SB 31/3/12

Naveen Modi

Debabrata Bombay

the writ proceedings have merely granted an order of stay and the order passed by the AAIFR, therefore, in effect there is no winding-up order as on date.

This is a settled position of law that the workers do not have any claim over the assets of the company except in accordance with the provisions of Section 529A of the Companies Act. As there is no winding-up order as on date, the workers cannot contend that they have a charge over the assets of the company. However, the interest of the workers cannot be overlooked and in the previous orders passed by this Court as well as by the DRT adequate care has been taken to secure the dues of the workers. The compromise petition filed by the parties before the DRT also clearly records that the workers' dues will be taken care of and with that object of mind the DRT had appointed a special officer to ascertain the dues of the workers. It is a term under the compromise decree that the dues of the workers would be paid over and above the amount to be paid to the financial institutions, therefore, the amount at which the parties to the compromise petition before the DRT had agreed will not be shared between the financial institutions and the workers.

The finding of this Court has been affirmed by the Hon'ble Supreme Court of India by dismissing the Special Leave Petition.

It is also on record that the previous application filed by the workers for addition of party has been dismissed, therefore, I see no reason as to why the subsequent application for addition of party filed by the workers should be heard for such an extensive period and keeping the application for joint compromise pending.

In my opinion, the rights of the parties have already been adjudicated by the previous orders passed by this Court. It has been

SB 31/3/12

Name made

Debabrata Banerjee

clearly held that the workers' right is only to the extent of getting their dues. Therefore, they do not have any further right in the pending proceedings before the DRT either to be added or to stall the proceeding which is only pending for recording compromise.

It is significant to mention here that the proceeding before the DRT has been initiated by the financial institutions. The carriage of proceeding is with them and it is these financial institutions that are today agreeable to settle their dues on certain terms and conditions. I do not see any reason why the attempt of the financial institutions should be scuttled at the instance of the workers.

The claim of the workers that they would be reviving the company, in my opinion, is nothing but a *red herring* at this stage. An expert body like the operating agency appointed by the BIFR has rejected the claim of the workers for revival of the opposite party no.1. Even before the DRT the workers have not come forward to deposit the amount due and payable to the financial institutions. In any view of the matter, in my opinion, the workers of a company cannot have any claim over the assets of the company except under Section 529A of the Companies Act.

Before the BIFR any party can file an application suggesting a scheme for revival. All attempts to revive the opposite party no.1 has failed. Mere assurance from various authorities that it would render financial assistance to the workers even if a scheme for revival is submitted by them allowed, is not enough at this stage, particularly in view of the fact that the dues of the financial institutions as on date as per settlement is to the tune of Rs.4,68,00,000/- and if ultimately the settlement fails because of the delay, which is very likely in the facts and circumstances of the case, the dues would mount day by day due to accrual of interest.

31/3/12

Nanu Mal

Debabrata Banerjee

From the aforesaid facts, which are only a brief narration of the various proceedings, that has taken place till date, it is clearly indicative of the fact that various fronts are being opened for future litigation.

For the reasons best known, the workers seem to be flogging a dead in the form of the opposite party no.1.

The workers have also alleged that the dues of the Sales Tax authorities are over Rs.8,00,00,000/-, though strictly speaking the workers are not concerned with the same since their dues are being fully protected beyond the value of the assets, but the fact indicates that if the settlement with the financial institutions fail, the opposite party no 1 will be saddled with huge liabilities which cannot be liquidated in the near future.

On 25th of September, 2006, this matter appeared as marked "for orders" when I reserved the judgment, at that stage an advocate appeared on behalf of the Sales Tax authorities and contended that they have filed an application for addition of party which should be considered. It was also submitted that the dues of the Sales Tax authorities is over Rs.8 crores. On behalf of the financial institutions it was submitted that an appeal is pending before the Sales Tax Tribunal with regard to the dues claimed by the Sales Tax authorities. Therefore, as on date the dues of the Sales Tax authorities have not been finally adjudicated. Moreover, the dues of the Sales Tax authorities being statutory in nature will operate as a charge over the assets of the company and any orders that will be passed pursuant to the compromise entered into between the parties before the DRT will not cause any prejudice to the interest of the Sales Tax authorities. I would like to point out that certain facts which are quite distributing in nature. When the argument was nearing conclusion an advocate appeared and

SB 31/3/12

Naveen Modi

Debabrata Banerjee

submitted that he was appearing on behalf of the State authorities and wanted to be added as a party in this proceeding. When it was pointed out to the advocate that on earlier occasion different advocate had already appeared on behalf of the State-respondent, it was submitted by the advocate that he has been instructed by some State officials to appear on behalf of the State, but no Vocalatnama was filed by the said advocate. It clearly appeared that the said advocate was being instructed by some of the workers who were present in Court. This attempt on the part of this advocate appearing on behalf of the Sales Tax authorities to be added in the present proceeding also appears to me an attempt to delay the adjudication of this matter.

The workers have clearly claimed a right over the assets of the company applying the principles of Section 529A of the Companies Act, but having themselves obtained an order of stay from this Court against the order of winding-up, the workers cannot at the same breath contend that they have a right over the assets of the company so long their dues are fully secured.

The workers as a matter of right do not have any charge over the assets of the company except in the manner as indicated in Section 529A of the Companies Act. Under the said provision the workers rank *pari passu* with the secured creditors in the matter of distribution of sale proceeds of the assets of the company in liquidation. The charge of the secured creditors over the assets of the company is with regard to those assets which are the security of the secured creditors. The secured creditors also do not have a charge over all the assets of the company in liquidation which are not the securities of the said secured creditors. Therefore, in my opinion, the workers as a matter of right cannot claim that they have a charge over all the assets of the company.

31/3/12

Naren Mal

Debabrata Banerjee

The closure of a company always operates as a great hardship on the workers, but in the instant case, expert bodies have examined in detail as to the viability of the question of revival and have come to the opinion that the opposite party no.1 cannot be revived.

Another fact which is required to be considered is that the opposite party no.1 is lying closed for a very long time. It is not clear as to how many of the workers originally in the rolls of the opposite party no.1 are still in existence. There is every possibility that quite a large number of them have already reached their age of superannuation, therefore, losing their right of reemployment, if any. Moreover, it has been pointed out to me in course of argument that many of the workers had already received their dues and have gone away. Perhaps only a handful of workers are resisting the settlement arrived at by and between the parties to the proceeding before the DRT.

Under the present facts and circumstances, the workers, in my opinion, as a matter of right, cannot claim that the financial institutions cannot settle their dues by redeeming their mortgage after receiving their outstanding dues.

With regard to the contention raised on behalf of the workers that this Court in exercise of the powers conferred under Article 227 of the Constitution should not pass any orders as the matter is pending before the DRT. I am of the opinion that be it the fault of the parties to the proceeding delaying the proceeding before the DRT or the repeated attempts made by the workers to stall the proceedings are a cause for delay, the fact remains that in spite of an application being filed as early as in 2004 for compromise the same has not yet been disposed of. No one is going to bear the burden of the accrual of interest which is in

SB 31/3/12

Nawa Moal

Debabrata Barua Ray

effect public money. Therefore, I propose to dispose of the applications with the following directions :-

A) The compromise entered into by and between the parties before the DRT be given effect to and the PNB and UBI are given the liberty to appropriate a sum of Rs.4,68,00,000/- which has already been paid by the opposite party no.6.

B) Upon appropriating the said sum of Rs.4,68,00,000/- the petitioner and the opposite party no.7 is directed to convey the premises No.145, Jessore Road, Kolkata to the opposite party no.6 at the consideration equivalent to the amount paid under the compromise by redeeming the mortgage.

C) The Special Officer appointed over in respect of the premises no. 145, Jessore Road, Kolkata is directed to make over possession of the said premises to the opposite party no.6. Since in the past several directions have been given for police help the Special Officer is also entitled to obtain police help for carrying out the directions given in this order.

D) Upon the petitioner and the opposite party no.7 appropriating the said sum of Rs.4,68,00,000/- the Presiding Officer and/or the Recovery Officer of the DRT is directed to prepare a sale certificate in respect of the said premises being no. 145, Jessore Road, Kolkata at a sum equivalent of the amount of compromise in favour of the opposite party and to forward the same to the Additional District Sub-Inspector, Bidhannagar for registration and recording thereof.

31/3/12

Naren Mali

Debabrata Barua Ray

E) The concerned Registrar of Assurance is directed to register the conveyance and/or the sale certificate issued in favour of the opposite party no.6 at a consideration equivalent to the amount recorded in the compromise and to assess the Stamp Duty based thereon for the purpose of registration.

F) After the said property in question is registered in favour of the opposite party no.6 the concerned Municipality being the Southern Municipality is directed to mutate the name of the opposite party no.6 so as to enable the said opposite party no.6 to pay the statutory dues and/or taxes in respect of the property.

G) The worker and/or workers' union is directed to submit their claim in respect of their dues to the Special Officer within a period of six weeks from date.

H) Upon workers submitting their claim before the Special Officer with regard to their outstanding dues, the Special Officer is directed to settle their dues on the basis of records and/or documents available with the opposite party no.1 and submitted by the workers, if any and the opposite party no.6 shall thereupon pay the workers' dues as settled by the Special Officer in its entirety individually to the workers upon proper identification within a period of four weeks thereafter.

I) Until the entire dues of the workers as settled by the Special Officer is paid in the manner as indicated above the opposite party no.6 is restrained by an order of injunction from creating any third party rights in respect of the assets and properties conveyed in its favour. This order of injunction will, however,

Name not

Debabrata Barman Ray

be operative only upon the workers submitting their claim within the time specified hereinbefore. In default of submitting their claim as directed within the time specified the interim order passed herein shall stand vacated.

J) The Special Officer is directed to remove any obstructive and/or unauthorized occupation of anyone in the said premises no. 145, Jessore Road, Kolkata while delivering possession to the opposite party no.6. The concerned Police authorities are directed to render full assistance and co-operation to the Special Officer in the matter of removing any obstruction and/or occupation of anyone in the said premises.

K) The concerned authorities, namely, the competent authority under the Urban (Ceiling & Registration) Act, 1976 and the concerned DLLRO, North 24-Pgs. And BLLRO, Barrackpore, Government of West Bengal, are directed to dispose of the applications ought to be filed by the respondent no.6 obtaining no-objection certificate in respect of the premises no. 145, Jessore Road, Kolkata and for its conversation, if necessary and to pass appropriate orders on the said application.

This application is thus disposed of. No order as to costs.

Sd/- S. Sen, J

(SOUMITRA SEN, J.)

SB 31/3/12

Naim mal

Debabrata Banerjee

Stay, as prayed for by the learned counsel for the Workers' Unit, is considered and refused.

Let Xerox plain copy of this judgement duly countersigned by the Assistant Registrar, court be handed over to the counsel on the usual undertakings.

Sd/- S. Sinha

(Sanjeev Sinha)

SR
31/3/12

Nawaz Mali

Debabrata Sam Ray

ANNEXURE - 'B'

5

KOLKATA DEBTS RECOVERY TRIBUNAL-I
"Jeevan Sudha Building", 9th Floor
42C, Jawaharlal Nehru Road, Kolkata – 700 071

CERTIFICATE OF SALE OF IMMOVABLE PROPERTY

(See Section 25, 28 and 29 of the Recovery Debts due to Banks and Financial Institutions Act, 1993 read with Rule 65 of the Second Schedule to the Income tax Act, 1961)

This is to certify that Kalyan Vanijya Private Limited having its registered office at 4, Synagogue Street, 4th floor, Room No. 405, Kolkata – 700 001, has been declared the purchaser at a sale on the 27th day of September, 2006 of the undermentioned moveable and immovable property by the Hon'ble High Court at Calcutta in C.O. No. 2780 of 2006 and CAN No. 6575 of 2006 and also in connection with O.A. No. 13 of 1994, O.A. No. 40 of 1994, O.A. No. 136 of 1997, O.A. No. 176 of 1997 and O.A. No. 14 of 1994 between Punjab National Bank –vs- EAP Industries Ltd. & Others for recovery of dues from

1) EAP Industries Ltd. of 23 Camac Street, Calcutta – 1.
2) Bhagavati Prasad Himmatsingka of 13 Gurusaday Road, Calcutta – 1.
3) Amines & Plasticzers Ltd. Having its office at Noonmati, Guwahati Branch office at 6, Old, Court House Street, Calcutta – 1,
4) Narendra Kumar Bapna of Midway Apartment, 4th floor, Appasaheb Marat Opposite Lucas Indian Services Ltd. Prabhadevi, Bombay 400 025 and others.

The said sale has been duly confirmed by the Hon'ble High Court at Calcutta and became absolute on the 27 the day of September, 2006.

Pursuant to the judgement and order dated September 27, 2006 passed by the Hon'ble High Court at Calcutta and order nos. 82 dated 11.10.2006, 84 dated 13.10.2006 and 87 dated 19.10.2006 passed by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal-I the poundage fee is not levied since sale is not effected in execution of certificate as per Rule 57 of the Income Tax (Certificate proceedings) Rules, 1962.

Nam mal

Debabrata Sam Ray

SCHEDULE

ALL THAT the piece and parcel of land measuring an area of 180 Cottah 8 Chittack 36 Square Feet more or less, together with sheds and structures measuring 74,000 Sq. Ft. (50 to 55 years old), more or less, together with all Movables including sheds, structures and dilapidated buildings standing thereon and all lying and situate in premises No. 145, Jessore Road, Kolkata – 700089 (formerly known as 12/1, Jessore Road, 145,144,143,142, Calcutta Jessore Road, as per the previous deeds), and comprised in Mouza- Patipukur J.L. No. 24, District North 24 Parganas, under the jurisdiction of the South Dum Dum Municipality, Post Office – Lake Town, Police Station – Lake Town (formerly Dum Dum), Ward No. 30 of Dum Dum Municipality in the state of West Bengal, in the following manner:

R.S. DAG NO.	R.S. KH. NO.	L.R. DAG NO.	L.R. KH. OF KVPL	AREA (in Cottah)
221	773	326	2102	12.79
		327		31.67
224	894	328	2102	23.22
225	896	329	2102	9.14
302	894	502	2102	1.98
		503		21.68
		520		6.05
		521		9.19
303	896	504	2102	3.53
304	773	505	2102	34.95
305	772	506	2102	26.35
	774			

The area is 180 Cottah 8 Chittack and 36 Square Feet.

The said property is butted and bounded in the manner as follows:

On the North : Jessore Road

On the South : Part of R.S. Dag Nos. 304, 306

On the East : Part of R.S. Dag Nos. 225, 302, 303, 306 and Ors.

On the West : Several residential buildings.

Debabrata Banerjee

Given under my hand and seal at Kolkata

On this 12th day of July, 2022.

Nalini Mal

RECOVERY OFFICER

KOLKATA DEBTS RECOVERY TRIBUNAL – 1

Recovery Officer
Debts Recovery Tribunal - 1
Kolkata

DATED THIS ...14th... DAY OF SEPTEMBER 2022

BETWEEN

DEBABRATA BASU RAY

(Special Officer representing EAP Industries Limited)

... VENDOR

AND

KALYAN VANIJYA PRIVATE LIMITED

... PURCHASERS

INDENTURE

Major Information of the Deed

Deed No :	I-1904-14813/2022	Date of Registration	14/09/2022
Query No / Year	1904-2002682476/2022	Office where deed is registered	
Query Date	06/09/2022 9:19:07 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Saptarshi Roy High Court At Calcutta, C/o Fox And Mandal, Advocates 7th Floor, Business Towers, 206, Aj.C. Bose Road,,Thana : Beniapukur, District : South 24-Parganas, WEST BENGAL, PIN - 700017, Mobile No. : 9038906136, Status :Advocate		
Transaction		Additional Transaction	
[0101] Sale, Sale Document		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 4,68,00,000/-		Rs. 4,68,00,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 23,40,120/- (Article:23)		Rs. 4,68,098/- (Article:A(1), E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Patipukur, Premises No: 145, , Ward No: 30 Jl No: 24, Pin Code : 700089

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-326 (RS :-221)	LR-2102, (RS:-773\0)	Bastu	Bastu	0.2114 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L2	LR-327 (RS :-221)	LR-2102, (RS:-773\0)	Bastu	Bastu	0.5235 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L3	LR-328 (RS :-224)	LR-2102, (RS:-894\0)	Bastu	Danga	0.3839 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L4	LR-329 (RS :-225)	LR-2102, (RS:-896\0)	Bastu	Pukur	0.1511 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L5	LR-502 (RS :-302)	LR-2102, (RS:-894\0)	Bastu	Bastu	0.0327 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L6	LR-503 (RS :-302)	LR-2102, (RS:-894\0)	Bastu	Danga	0.3584 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L7	LR-520 (RS :-302)	LR-2102, (RS:-894\0)	Bastu	Bastu	0.1 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L8	LR-521 (RS :-302)	LR-2102, (RS:-894\0)	Bastu	Danga	0.152 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,

L9	LR-504 (RS :-303)	LR-2102, (RS:-896\0)	Bastu	Pukur	0.0584 Acre	42,54,545/-	42,54,545/-	Property is on Road Adjacent to Metal Road,
L10	LR-505 (RS :-304)	LR-2102, (RS:-773\0)	Bastu	Karkhana	0.57751 Acre	22,54,545/-	22,54,545/-	Property is on Road Adjacent to Metal Road,
L11	LR-506 (RS :-305)	LR-2102, (RS:-772\0)	Bastu	Pukur	0.4355 Acre	22,54,550/-	22,54,550/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			**298.441Dec**	**428,00,000 /-**	**428,00,000 /-**	
	Grand Total :				**298.441Dec**	**428,00,000 /-**	**428,00,000 /-**	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L11	66000 Sq Ft.	25,00,000/-	25,00,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 66000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 55 Years, Roof Type: Pucca, Extent of Completion: Complete				
S2	On Land L10	8000 Sq Ft.	15,00,000/-	15,00,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 8000 Sq Ft.,Semi Commercial Use, Cemented Floor, Age of Structure: 55 Years, Roof Type: Tin Shed, Extent of Completion: Complete				
	Total :	**74000 sq ft**	**40,00,000 /-**	**40,00,000 /-**	

Seller Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**EAP INDUSTRIES LIMITED** 145, JESSORE RO, City:- Not Specified, P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700080 , Execution By Court,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**KALYAN VANIJYA PRIVATE LIMITED** 5,GORKY TERRACE, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr DEBABRATA BASU RAY Son of Late SOMENATH BASU RAY Date of Execution - 14/09/2022, , Admitted by: Self, Date of Admission: 14/09/2022, Place of Admission of Execution: Office	 Sep 14 2022 5:36PM	 LTI 14/09/2022	Debabrata Basu Ray 14/09/2022
	Block/Sector: D, BANGUR AVENUE, City:- Not Specified, P.O:- BIDHANNAGAR, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , PAN No.:: AGxxxxxx7L, Aadhaar No: 22xxxxxxxx1718 Status : Representative, Representative of : EAP INDUSTRIES LIMITED (as SPECIAL OFFICER in O.A.No.14 of 1994 - DRT I, Kolkata, vide order dated 27.08.2004)			
2	Name	Photo	Finger Print	Signature
	Mr Naveen Modi (Presentant) Son of Mr Shiv Ratan Modi Date of Execution - 14/09/2022, , Admitted by: Self, Date of Admission: 14/09/2022, Place of Admission of Execution: Office	 Sep 14 2022 5:37PM	 LTI 14/09/2022	Naveen Modi 14/09/2022
	4A, Bright Street, City:- Not Specified, P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: aqxxxxxx2p, Aadhaar No: 38xxxxxxxx3116 Status : Representative, Representative of : KALYAN VANIJYA PRIVATE LIMITED (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Saptarshi Roy Son of Mr S K Roy C/o Fox And Mandal, 206, A. J. C. Bose Road, City:- Not Specified, P.O:- Beniapukur, P.S:-Beniapukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700017			Saptarshi Roy
	14/09/2022	14/09/2022	14/09/2022
Identifier Of Mr DEBABRATA BASU RAY, Mr Naveen Modi			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-21.14 Dec

Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-57.751 Dec

Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-43.55 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-52.35 Dec

Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-38.39 Dec

Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-15.11 Dec

Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-3.27 Dec

Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-35.84 Dec

Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-10 Dec

Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-15.2 Dec

Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-5.84 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-66000.00000000 Sq Ft

Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	EAP INDUSTRIES LIMITED	KALYAN VANIJYA PRIVATE LIMITED-8000.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Patipukur, Premises No: 145, , Ward No: 30 Jl No: 24, Pin Code : 700089

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 326, LR Khatian No:- 2102	Owner:কল্যান বাণিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:বাস্তু, Area:0.21140000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 327, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:বাস্তু, Area:0.52350000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 328, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:ডাঙ্গা, Area:0.38390000 Acre,	Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 329, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:পুকুর, Area:0.15110000 Acre,	Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 502, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:বাস্তু, Area:0.13800000 Acre,	Seller is not the recorded Owner as per Applicant.
L6	LR Plot No:- 503, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:ডাঙ্গা, Area:0.35840000 Acre,	Seller is not the recorded Owner as per Applicant.
L7	LR Plot No:- 520, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:বাস্তু, Area:0.10000000 Acre,	Seller is not the recorded Owner as per Applicant.
L8	LR Plot No:- 521, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:ডাঙ্গা, Area:0.15200000 Acre,	Seller is not the recorded Owner as per Applicant.
L9	LR Plot No:- 504, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:পুকুর, Area:0.05840000 Acre,	Seller is not the recorded Owner as per Applicant.
L10	LR Plot No:- 505, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:কারখানা, Area:0.73730000 Acre,	Seller is not the recorded Owner as per Applicant.

L11	LR Plot No:- 506, LR Khatian No:- 2102	Owner:কল্যান বানিজ্য প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টার, Address:নিজ , Classification:পুকুর, Area:0.43550000 Acre.	Seller is not the recorded Owner as per Applicant.

On 14-09-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 16:10 hrs on 14-09-2022, at the Office of the A.R.A. - IV KOLKATA by Mr Naveen Modi ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 4,68,00,000/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 14-09-2022 by Mr DEBABRATA BASU RAY, SPECIAL OFFICER in O.A.No.14 of 1994 - DRT I, Kolkata, vide order dated 27.08.2004, EAP INDUSTRIES LIMITED, 145, JESSORE RO, City:- Not Specified, P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700080

Indetified by Mr Saptarshi Roy, , , Son of Mr S K Roy, C/o Fox And Mandal, 206, Road: A. J. C. Bose Road, , P.O: Beniapukur, Thana: Beniapukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700017, by caste Hindu, by prrfession Advocate

Execution is admitted on 14-09-2022 by Mr Naveen Modi, Director, KALYAN VANIJYA PRIVATE LIMITED, 5,GORKY TERRACE, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by Mr Saptarshi Roy, , , Son of Mr S K Roy, C/o Fox And Mandal, 206, Road: A. J. C. Bose Road, , P.O: Beniapukur, Thana: Beniapukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700017, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,68,098/- (A(1) = Rs 4,68,000/- ,E = Rs 14/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 4,68,014/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 09/09/2022 4:19PM with Govt. Ref. No: 192022230118532661 on 09-09-2022, Amount Rs: 4,68,014/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 713552927 on 09-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 23,40,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 23,40,020/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 93247, Amount: Rs.100/-, Date of Purchase: 07/09/2022, Vendor name: S Mukherjee
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 09/09/2022 4:19PM with Govt. Ref. No: 192022230118532661 on 09-09-2022, Amount Rs: 23,40,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 713552927 on 09-09-2022, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 910424 to 910479

being No 190414813 for the year 2022.

Seal of the Additional Registrar of Assurances-II, Kolkata ★

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2022.09.14 17:56:28 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/09/14 05:56:28 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.

(This document is digitally signed.)