

06697

14509107

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये
रु.1000

ONE THOUSAND RUPEES
Rs.1000



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

72,72,21/- B 150045

Under the Indian Stamp Act, 1898
Stamp Amendment Act, 1958
Schedule I A No. 23
Fee Paid as under:-



M. V. Determined by
Collector/ I.G.R., Range.

Re 72,72,21/-

Vide No. 101518, 871821

Identified that the instrument has been
registered in the office of the
Registrar of Stamps, Kolkata, on
47.12.07 and the duty of
Rs. 10,890/- has been paid
by the Collector, West Bengal.

Cheque No. 82,1588 + 156758
at 10.12.07
Rs. 10,890/-
has been Paid as before Stamp duty.

THIS INDENTURE made this 4th day of To

(1) ARJUN KUMAR MAJUMDAR, son of Late Prasanna Kumar Majumdar, residing
at B/1, Bapujinagar, P.S. Jadavpur, Kolkata - 700 092, (2) SMT. JYOTSNA SUR, wife
of Late Monoranjan Sur, residing at 146, Sector - 22, NIT, Faridabad, Haryana, Pin -

Stamp "A" Fee Rs. 10,890/-
22.12.07
BRI Cheque No. 82,1588 + 156758

S. B. I. Dalhousie
Cheque No. 217290
Rs. 10,890/-
has been Paid as before Stamp duty.

Handwritten signatures and stamps at the bottom left.

Handwritten signature at the bottom right.

2/1
1
7

121 005, temporarily residing at B/1, Bapujinagar, P.S. Jadavpur, Kolkata - 700 092, (3) **SMT. ATASI MAJUMDAR**, daughter of Late Prosanna Kumar Majumdar, residing at B/1, Bapujinagar, P.S. Jadavpur, Kolkata - 700 092, (4) **SMT. CHINU MAJUMDAR**, wife of Late Sushil Majumdar, residing at B/1, Bapujinagar, P.S. Jadavpur, Kolkata - 700 092, and (5) **SMT. SONALI MAJUMDAR**, daughter of Late Sushil Kumar Majumdar, residing at B/1, Bapujinagar, P.S. Jadavpur, Kolkata - 700 092, collectively hereinafter referred to as the **VENDORS** (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the **FIRST PART**; (1) **M/S. AKRITI VYAPAAR PRIVATE LIMITED**, (2) **M/S. AVIKAR VYAPAAR PRIVATE LIMITED**, (3) **M/S. AKSHAR COMMODITIES PRIVATE LIMITED**, (4) **M/S. AYEJA COMMODITIES PRIVATE LIMITED**, (5) **M/S. APOORV VANLIYA PRIVATE LIMITED**, each being a company respectively incorporated under the provisions of the Companies Act, 1956, each having its respective registered office at P-95, Lake View Road, Kolkata - 700 029, (6) **M/S. MAPLE VANLIYA PRIVATE LIMITED**, (7) **M/S. VITAL DEALER PRIVATE LIMITED** and (8) **M/S. SUNFLOWER MARKETING PRIVATE LIMITED**, each being a company respectively incorporated under the provisions of the Companies Act, 1956, each having its respective registered office at 9/12, Lal Bazar Street, 3rd floor, Kolkata - 700 001, collectively hereinafter referred to as the **PURCHASERS** (which expression shall mean and include each of its respective successors-in-interest and/or assigns) of the **SECOND PART AND SRI SUBIR DUTTA**, son of Late Sukumar Dutta, residing at 49/58, Prince Gulam Mohammed Shah Road, Kolkata - 700 033, hereinafter referred to as the

CONFIRMING PARTY (which expression shall mean and include his successors-in-interest and/or assigns) of the **THIRD PART**:

WHEREAS:

- A. One Prosanna Kumar Majumdar was the full and absolute owner of **Firstly** All That the piece and parcel of Sali land admeasuring 20 decimals equivalent to 12 Cottahs 1 Chittack 27 sq.ft. more or less comprised in a portion of R.S. Dag No. 146, Khatian No. 278, J.L. No. 29, Touzi No. 13, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge and **Secondly** All That the piece and parcel of Sali land admeasuring 29 decimals equivalent to 17 Cottahs 8 Chittack 33 sq.ft. more or less comprised in a portion of R.S. Dag No. 154, within Khatian No. 278, J.L. No. 29, Touzi No. 13, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge both collectively hereinafter referred to as the "**Said Larger Premises**".
- B. The said Prosanna Kumar Majumdar died intestate on or about 18th December, 1960, leaving him surviving his two sons, namely Arjun Kumar Majumdar and Sushil Kumar Majumdar and two daughters, namely Smt. Jyotsna Sur and Smt. Atasi Majumdar, as his only surviving legal heirs and heiresses, who thus jointly became entitled to the Said Larger Premises, each of them being respectively entitled to an undivided one-fourth share therein.
- C. The said Sushil Kumar Majumdar died intestate on or about 23rd January, 2003, leaving him surviving his wife, Smt. Chinu Majumdar and one daughter, Sonali

Majumdar, as his only surviving legal heiresses, who thus became jointly entitled to the undivided one-fourth share of the said Sushil Kumar Majumdar in the Said Larger Premises.

D. Thus, the Vendors herein, namely the said Arjun Kumar Majumdar, Smt. Jyotsna Sur, Smt. Atasi Majumdar, Smt. Chinu Majumdar and Sonali Majumdar became the full and absolute owners of the Said Larger Premises, in their respective undivided shares each free from all encumbrances, and mutated their names as the owners of the Said Larger Premises in the records of the concerned Block Land & Land Reforms Office, as also in the records of the Kolkata Municipal Corporation, and the Said Larger Premises is presently known and numbered as Premises No. 166, Brij East, Kolkata - 700 096, bearing Assessee No. 31-110-03-0166-4.

E. By an agreement dated 6th June, 2004, (hereinafter referred to as the "**Said Agreement**") the Vendors herein agreed to sell and transfer in favour of the Confirming Party herein, namely, Subir Dutta and/or his nominee, the entirety of the Said Larger Premises, in lieu of valuable consideration of a sum of Rs. 25,00,000/-, (Rupees Twenty Five lacs only) and the Vendors have received payment of the entire consideration payable in respect thereof.

F. Each of the Vendors and the Confirming Party represent that the Vendors are the full and absolute owners of All That the piece and parcel of Sali land admeasuring

20 decimals equivalent to 12 Cottahs 1 Chittack 27 sq.ft. more or less, comprised in a portion of R.S. Dag No. 146, Khatian No. 278, J.L. No. 29, Touzi No. 13, Pargana Khaspur, Mouza Patuli, being a distinct, divided and demarcated portion of the Said Larger Premises No. 166, Brij East, Kolkata – 700 096, within Ward No. 110 of the Kolkata Municipal Corporation, Police Station Jadavpur (formerly Tollygunge), herein referred to as the "Said Premises", more specifically described under the SCHEDULE hereunder written and also shown in the plan attached hereto and bordered RED thereon, free from all encumbrances.

- G. Each of the Vendors and the Confirming Party further represent and undertake that no part or portion of the Said Premises had or has been acquired and/or vested and/or been the subject matter of any acquisition and/or vesting proceedings by any government or statutory authority and that neither the Vendors nor the Confirming Party have dealt with the Said Premises and/or any part or portion thereof in any manner nor have any of them created any third party right title or interest therein and the entirety of the Said Premises is free from all encumbrances liens lispendens mortgages charges barga attachments acquisition requisition alignment etc. and the Vendors/Confirming Party are in vacant free peaceful and physical possession of the same, with clear and marketable title.
- H. Relying on the aforesaid representations of the Vendors and the Confirming Party, the Purchasers herein have agreed to purchase the Said Premises, in vacant free and peaceful possession free from all encumbrances, liens, lispendens, trusts,

mortgages, charges, barga, requisition, acquisition alignment, whatsoever or howsoever, in lieu of the consideration and on the terms and conditions recorded hereunder and at the request of the Confirming Party, the Vendors are executing this deed in favour of the Purchasers as the nominee of the Confirming Party.

NOW THIS INDENTURE WITNESSETH as follows:

- I. In pursuance of the aforesaid and in consideration of the total sum of Rs.24,04,000/- (Rupees Twenty Four Lacs Four Thousand only) paid by the Purchasers, out of which a sum of Rs.19,20,000/- (Rupees Nineteen Lacs Twenty Thousand only) paid by the Purchasers to the Confirming Party, which sum includes reimbursement of the consideration paid by the Confirming Party to the Vendors in lieu of the Said Premises (the receipt whereof the Vendors and the Confirming Party and each of them do hereby as also by the memo hereunder admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchasers as well as the Said Premises) and the balance sum of Rs.4,84,000/- (Rupees Four Lacs Eighty Four Thousand only) paid by the Purchasers to the Vendors as consideration for executing the conveyance in favour of the Purchasers herein in addition to the consideration already received by the Vendors from the Confirming Party in lieu of the Said Premises (the receipt whereof as also of the sum received by the Vendors from the Confirming Party, the Vendors and each of them do hereby as also by the memo hereunder admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchasers as well as the Said

Premises) the Vendors and each of them with the consent and concurrence of the Confirming Party do hereby grant, sell, transfer, convey, assign and assure to unto and in favour of the Purchasers herein All That the piece and parcel of Sali land admeasuring 20 decimals equivalent to 12 Cottahs 1 Chittack 27 sq.ft. more or less, situate, lying at and being a distinct, divided and demarcated portion of the Said Larger Premises No. 166, Brij East, Kolkata - 700 096, within Ward No. 110 of the Kolkata Municipal Corporation, Police Station Jadavpur (formerly Tollygunge), comprised in a portion of R.S. Dag No. 146, Khatian No. 278, J.L. No. 29, Touzi No. 13, Pargana Khaspur, Mouza Patuli, herein referred to as the "Said Premises", more specifically described under the SCHEDULE hereunder written and also shown in the plan attached hereto and bordered RED thereon, free from all encumbrances, liens, lispensens, trusts, mortgages, charges, barga, requisition, acquisition alignment, whatsoever or howsoever **TOGETHER WITH** all the ways paths passages under-ways sewers drains trees shrubs water courses ~~and~~ rights ~~and~~ liberties easements privileges, advantages appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or any part thereof or which with the same or any part thereof or taken as part held, used, occupied enjoyed reputed deemed taken or taken as part or parcel thereof or appertaining thereto **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with furthermore all the estate, right, title, interest inheritance, use, possession, property, claim and demand whatsoever both at law and in equity of each of the Vendors into and upon or in respect of the Said Premises and every

Handwritten signature

part thereof **AND** all deeds, pattaahs, muniments, writings and evidences of title which in any wise relate to the Said Premises or any part thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors, their respective executors, administrators or representatives or any person from whom they can or may procure the same without action or suit at law or in equity **TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the Said Premises and each and every part thereof, hereby granted, sold, conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH ALL** rights, members and appurtenances thereof unto and to the use of the Purchasers, their respective executors, administrators, representatives and assigns absolutely and forever free from all encumbrances and liabilities **AND** the Vendors and the Confirming Party and each of them do hereby covenant with the Purchasers (1) that the Vendors and each of them are absolutely entitled to the Said Premises free from all encumbrances liens lispendens mortgages barga charges attachments acquisition requisition alignment liabilities etc whatsoever **AND** (2) that the Vendors and each of them have good right full power absolute authority and indefeasible title to grant sell convey transfer assign assure the Said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents **AND** (3) that the Purchasers shall and will and may from time to time and at all times

hereafter peaceably and quietly hold possess and enjoy the Said Premises and all other right title and benefits appurtenant thereto and receive and take the rents issues and profits thereof and every part thereof without any hindrance eviction interruption disturbance claim or demand whatsoever from of or by the Vendors and/or the Confirming Party or any person or persons whomsoever AND (4) that free and clear and freely and clearly and absolutely acquitted exonerated released discharged or otherwise well and sufficiently saved defended kept harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever made or suffered by the Vendors and/or the Confirming Party or any person or persons lawfully or equitably claiming as aforesaid AND (5) that all municipal rates taxes, land revenue and other outgoings whatsoever payable in respect of the Said Premises have been paid and satisfied in full by the Vendors/Confirming Party upto the date of these presents AND (6) that the Vendors and the Confirming Party and all persons having or lawfully or equitably claiming any right title interest property claims or demand whatsoever in or upon the Said Premises or any part thereof from through under or in trust for the Vendors and/or the Confirming Party shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds matters things and assurances whatsoever for further better and more perfectly and effectually

assuring and transferring the Said Premises and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

(Said Premises)

All That the piece and parcel of Sali land admeasuring 20 decimals equivalent to 12 Cottahs 1 Chittack 27 sq. ft. more or less, situate, lying at and being a distinct, divided and demarcated portion of the Said Larger Premises No. 166, Brij East, Kolkata - 700 096, within Ward No. 110 of the Kolkata Municipal Corporation, Police Station Jadavpur (formerly Tollygunge), comprised in a portion of R.S. Dag No. 146, Khatian No. 278, J.L. No. 29, Touzi No. 13, Pargana Khaspur, Mouza Patuli, and bordered **RED** on the plan annexed hereto and butted and bounded as follows:

ON THE NORTH: By Part of R. S. Dag No. 146, Mouza Patuli;

ON THE EAST: By Part of R. S. Dag No. 146, Mouza Patuli;

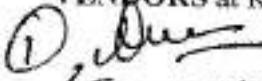
ON THE WEST: By Part of R. S. Dag No. 146, Mouza Patuli;

ON THE SOUTH: By Public road;

OR HOWSOEVER THE SAME MAY BE BUTTED BOUNDED KNOWN AND
NUMBERED

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

EXECUTED AND DELIVERED by the
VENDORS at Kolkata in the presence of:

① 
(Tanmay Sur)
146 Sec-22 F.B.D

Arijun Kumar Majumdar

gyatsna sur

Atasi Majumdar

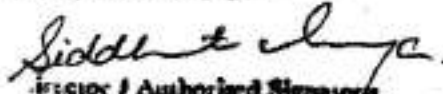
Chin Majumdar
Santi Majumdar.

EXECUTED AND DELIVERED by the
PURCHASERS at Kolkata in the presence
of:

1. 
(Arun Gupta)
275 J. N. B. Vignya DO
Kolkata

2. Pradip Singh Aggarwala
99/1B, Lake Terrace
Kolkata - 29

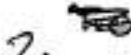
MADE VANIJYA (P) LTD.
APC TV VANIJYA (P) LTD.
AJYA COMMODITIES (P) LTD.
SU: FLOWER MARKETING (P) LTD.
AKRITI VYAPAAR PVT. LTD.
AKSHAR COMMODITIES (P) LTD.
AVIKAR VYAPAAR PVT. LTD.
VITAL DEALER PVT. LTD.

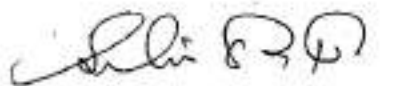

Director / Authorized Signatory.

EXECUTED AND DELIVERED by the
CONFIRMING PARTY at Kolkata in the
presence of:

witnesses.

1. Bala Dutta
49/58 Golf
Garden - col-33

2. 
Bhikhi
(Dhabush Adhikari)
Patulle 5/13 F19
Kolkata - 94



MEMO OF CONSIDERATION

Received by the withinnamed Vendors from the withinnamed Purchasers a sum of Rs.4,84,000/- (Rupees Four Lacs Eighty Four Thousand only) by cash in addition to the entire consideration paid by the Confirming Party to the Vendors in lieu of the Said Premises.

Rs. 4,84,000/-

(Rupees Four Lacs Eighty Four Thousand only)

WITNESS:

witness
Bula Datta
49/58 Galt Garden 12
Cal - 33

Signature of the Vendors

Arun Kumar Majumdar
Soni Majumdar
Atasi Majumdar
Chin Majumdar
Soni Majumdar.

MEMO OF CONSIDERATION

Received by the withinnamed Confirming Party from the withinnamed Purchasers a sum of Rs. 19,20,000/- (Rupees Nineteen Lacs Twenty Thousand only) being the entire consideration payable by the Purchasers to the Confirming Party in lieu of the Said Premises under these presents as follows:-

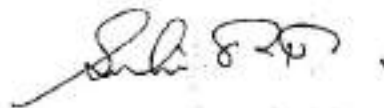
By Pay Order No. 026974, dated 4.5.2007 drawn on Union Bank of India, Strand Road Branch, Kolkata for

Rs. 19,20,000/-

Rs. 19,20,000/-

(Rupees Nineteen Lacs Twenty Thousand only)

Signature of the Confirming Party



WITNESS:

Witness

Dula Datta

13

49/58 Bally Garden

Cal - 33

21 Adhikari

(Shrabesh Adhikari)

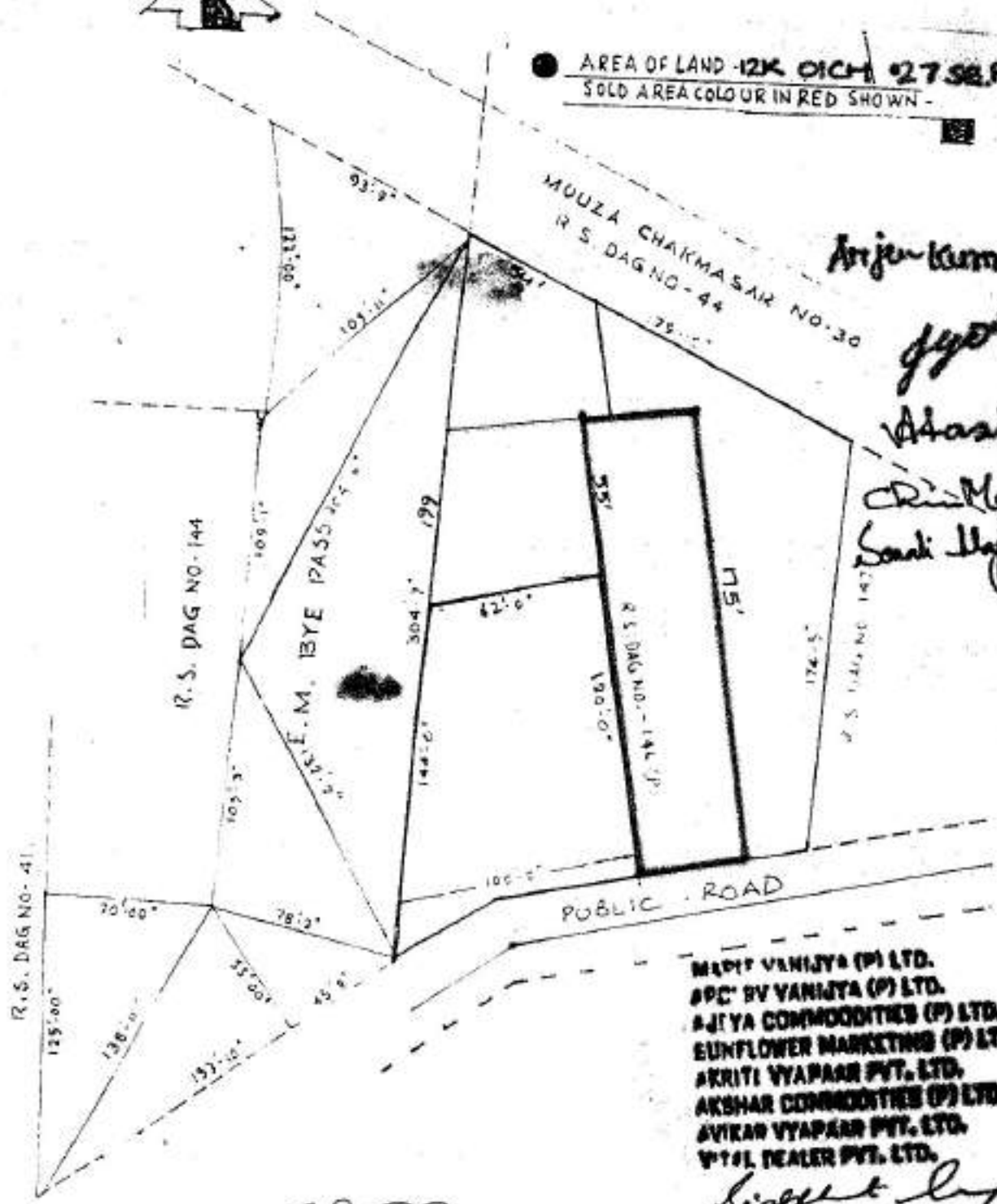
Patara - S/B FA

Kol - 94

SHOWING THE SITE PLAN OF R.S. DAG NO-146 (P) IN MOUZA-
 PATULI JL. NO-29 P. S. JADAVPUR DIST- 24 PARGANS(S) UNDER
 KOLKATA MUNICIPAL CORPORATION WARD NO- 110 SCALE- 1"= 60'-0"



● AREA OF LAND - 12K 01CH 27SQ FT.
 SOLD AREA COLOUR IN RED SHOWN -



Anjan Kumar...
gyotzra sw
Atasi majen
Ch. Masunder
Sanki Majunder.

- MADIT VANIJYA (P) LTD.
- SPC BV VANIJYA (P) LTD.
- AJYA COMMODITIES (P) LTD.
- SUNFLOWER MARKETING (P) LTD.
- AKSHAR VYAPAR PVT. LTD.
- AKSHAR COMMODITIES (P) LTD.
- AVIKAR VYAPAR PVT. LTD.
- VYAL DEALER PVT. LTD.

Siddhant Lya
 Director / Authorized Signatory.

DRAWN BY
 TR Challenges D.C.E

(SIGNATURE OF OWNER)

J

(Right Hand)

SPECIMEN FORM FOR TEN FINGERPRINTS



Sandhu

| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Siddhant Singh

| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |



Ch. S. D.

| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |

PHOTO

| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |

DATED THIS THE 4th DAY OF ^{10th} MAY 2007

Registered in
BOOK NO. P
VOLUME NO. 2
PAGE NO. 1 TO 19
SERIAL NO. 14509
YEAR 2007

BETWEEN

ARJUN KUMAR MAJUMDAR & ORS.
... VENDORS

AND

M/S. AKRITI VYAPAAR (P) LTD. &
ORS.
... PURCHASERS

AND

SRI SUBIR DUTTA
... CONFIRMING PARTY

INDENTURE

Stamp: BOARD OF REGISTRATION
MUNICIPAL REGISTRAR OF
INSURANCES-1, KOLKATA
23/6/08

Radhika Singh
Advocate
"Nico House",
2nd floor,
2, Hare Street,
Kolkata - 700 001.

Stamp: BOARD OF REGISTRATION
MUNICIPAL REGISTRAR OF
INSURANCES-1, KOLKATA

Seamed
23-6/08