

1923

10RS.



1863 — 2 777- 214 4209

Handwritten notes in Hindi and English, including a signature and some illegible text.

Handwritten calculations:
4.00
10.00
28.55

42.55

Handwritten text: up. waga 700

Handwritten signature: P. Lakshmi

Handwritten signature: 2/11/02

Sl. No. 21819 DATE 23 MAR 2002
NAME.....
ADD.....
AMT.....

GAUTAM DAS
Advocate
Allpore Court, Cal-27

Gautam Das
✓
LICENSED STAMP VENDOR
KALCUTTA REGISTRATION OFFICE



55228 — 11 0 1923



UDD 036304

45 PM
Stamp
1923

Commercial Paper
1814 58
4-98-500/



80564
21 23/3

413210
165280

Additional Registrar of Assurances

528490
80000

595490

THIS INDENTURE OF SALE MADE THIS 2ND DAY OF

SEPTEMBER 2000 BETWEEN (1). SMT. LAVANI HONJI DAS

widow of Late Shital Chandra Das, (2). SMT. MALIKA DAS

widow of Late Shital Chandra Das, (3). SMT. BINA PUNI DAS

widow of Late Karadhar Das, (4). SMT. PARSHATI DEY (WIFE D-D)

59-
7-
55-
25-
A-

Handwritten notes and signatures, including 'A' and '10/9/00'.

8263
8263
90893
103293
omtd....P/2.

Handwritten signature or initials.

- cover No. 17836
 Sold to V. I. Singh Advocate
 of City Civil Court
Calcutta
 District: Calcutta
 Date: 7-12-29

445/12-29
 Day of 12-12-29
 at Calcutta

Day One of the documents
 75000
 and
 registered for stamp duty in
 the Calcutta Registration Office
 on the 7th day of the month

Jyotirmoy Das.

80000

Inman
 Additional Registrar of Assurances

Jyotirmoy Das.

Parultha Samaltri Das

Parshati Das

Lakshminoni Das

Malini Das

Binapani Das

Anjali Das

Rajasree Das

Sita nam Das
 5/10 Lita Parulati Charam Das
 24 Beadon Street
 Cal-6
 Service

2-9-29
 Jyotirmoy Das of the
 City Civil Court Calcutta
 and the said Parultha Das
 and the said Parshati Das
 and the said Lakshminoni Das
 and the said Malini Das
 and the said Binapani Das
 and the said Anjali Das
 and the said Rajasree Das
 and the said Sita nam Das
 are all the said documents
 of the said Jyotirmoy Das
 of the said City Civil Court
 Calcutta

Cal-54

Sita nam Das of
 the said City Civil Court
 Calcutta
 appears to be the
 owner of the said
 documents

Inman
 Additional Registrar of Assurances
 2-9-29



01DD 036305

- :: 2 :: -

wife of Sri Subroto Dey, being daughter of Late Karnadhar Das,
(5). SRI. ANJALI DAS widow of Late Bishwanath Das, (6). PARTHA
SARATHI DAS son of Late Bishwanath Das, (7). MRS. RAJASREE DAS
daughter of Late Bishwanath Das and (8). JYOTIRMOY DAS son of
Late Harihar Das - ALL by faith Hindu, by occupation Landholders,
all of 31, Beeson Street, Calcutta - 700 006, hereinafter
collectively referred to as the "VENDORS" (which term or
expression shall, unless excluded by or repugnant to the subject
or context, be deemed to mean and include their respective heirs,
executors, administrators and representatives) of the ONE PART
A N D M/S. VIVEK BULL INDUSTRIES PVT. LTD. a company registered
under the Companies Act, 1956 and having its registered office at
20W, Motilal Basak Lane, Calcutta - 700 054 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-in-office, representatives and
assigns) of the OTHER PART.

Contd...P/1



0100 036306

- : : 3 : -

WHEREAS at all material times during his lifetime, One Guru Prasanna Das was the sole and absolute owner, inter alia, of ALL THAT piece and parcel of land TOGETHERWITH shed and structures built thereon containing an area of about 1(One) Bigha equivalent to 20(Twenty) Cottahs be the same a little more or less, lying, situate at and being a portion of premises No.22, Motilal Basak Lane, Calcutta - 700 054 (now known and numbered as 22B, Motilal Basak Lane, Calcutta-700 054), morefully and particularly described in the Schedule hereunder written and hereinafter, for the sake of brevity and convenience, referred to as the "SAID PREMISES";

AND WHEREAS the said Guru Prasanna Das died intestate whereafter his two sons, Harihar Das and Shital Chandra Das jointly became entitled to the said premises each having

Contd,....P/4.

17836
U. P. Singh, Advocate
City Civil Court
Calcutta

Date: 7-12-29

272 2102
115
5070



Additional Registrar of Assurances

5000Rs.



- :: 4 :: -

undivided $\frac{1}{2}$ (One-half) share therein by operation of law :

AND WHEREAS subsequently, said Harihar Das also died intestate leaving behind him surviving his three sons namely, Karnadhar Das, Biswanath Das and Jyotirmoy Das as his only heirs and legal successors and as such the said undivided $\frac{1}{2}$ (One-half) share of said Harihar Das in the said premises devolved upon his sons, said Karnadhar Das, Biswanath Das and Jyotirmoy Das equally such that each and every of them became entitled to undivided $\frac{1}{6}$ th (One-Sixth) share in the said premises :

AND WHEREAS while thus seized and possessed of the said premises, by and under a registered Deed of Lease dated 22nd May, 1964, made between said Shital Chandra Das, Karnadhar Das, Biswanath Das and Jyotirmoy Das - therein collectively called the lessors of the One Part and Smt. Manorama Devi of 75/A, College Street, Calcutta therein called the Lessee of the other Part, the lessors therein

17836
U. P. Singh Advocate
City Civil Court
Calcutta

7 12 29

8

7500
ms
2000



Additional Registrar of Assam

devised the said premises unto the lessee therein for a period of 21 years upon the terms and conditions contained therein ;

AND WHEREAS said Biswanath Das, one of the Co-owners of the said premises, died intestate on 03.08.1977 leaving behind him surviving Smt. Anjali Das, Partha Sarathi Das and Rajasree Das being his widow, son and daughter respectively as his only legal heirs and successors and as such the said undivided 1/6th (One-Sixth) share of Biswanath Das in the said premises devolved upon said Smt. Anjali Das, Partha Sarathi Das and Rajasree Das equally each having 1/18th (One-eighteenth) share therein ;

AND WHEREAS subsequently said Shital Chandra Das also died intestate and issueless on 23.08.1978 leaving behind him surviving his two widows, namely Smt. Lakshmi Moni Das and Smt. Malina Das as his only heirs and legal successors and as such they jointly became entitled to the estate of Late Shital Chandra Das, comprising, inter alia, his 1/2 (One-half) share in the said premises each having one-fourth share therein ;

AND WHEREAS in or about May, 1984, the erstwhile owners/ lessors of the said premises, namely, Smt. Lakshmi Moni Das, Smt. Malina Das, Jyotirmoy Das, Karnadhar Das, Smt. Anjali Das, Partha Sarathi Das and Rajasree Das filed a Title Suit against said Smt. Manorama Devi, lessee of the said premises being Title Suit No. 51 of 1984 in the 8th Court of Subordinate Judge at Alipore for her ejectment from the said premises and for other reliefs on the ground of forfeiture of lease ;

Contd.....P/6.

AND WHEREAS said Smt. Manorama Devi entered appearance in the said suit and had been contesting the said suit ;

AND WHEREAS during pendency of the said suit, the aforesaid Lease determined by efflux of time in May, 1985 ;

AND WHEREAS subsequently, plaint of the said Title suit was amended by incorporating the additional ground of determination of the said lease by efflux of time and that the said amendment was allowed ;

AND WHEREAS the said suit had been pending disposal before the said court ;

AND WHEREAS in the meantime, said Karnadhar Das, another co-owner of the said premises also died intestate on 7.4.1987 leaving behind him surviving his widow, Smt. Binapani Das and daughter, Parshati Dey as his only heirs and as such his 1/6th (One-Sixth) share in the said premises devolved upon said Smt. Binapani Das and Parshati Dey equally each having 1/12th (One-Twelfth) share therein ;

AND WHEREAS in the circumstances as aforesaid, the vendors represented that they were thus jointly owners of the said premises having undivided but definite/determinate share therein i.e. Smt. Lakshmi Moni Das and Smt. Malina Das have equal one-fourth share each ; Smt. Binapani Das and Smt. Parshati Dey have equal One-twelfth share each ; Smt. Anjali Das, Partha Sarathi Das and Rajasree Das have equal one-eighteenth share each ; and Sri Jyotirmoy Das has one-sixth share therein ;

AND WHEREAS in course of time, names of the heirs of the deceased plaintiffs were substituted in the said Title Suit No.51 of 1984 ;

AND WHEREAS at this juncture, being disgusted by litigation and delay, the vendors herein were desirous of disposing of the said premises on "as is where is" basis, that is, free from all encumbrances subject however to pendency of the above referred Title Suit No.51 of 1984 ;

AND WHEREAS on coming to know the said desire of the vendors, the purchaser approached the vendors and upon the vendors representing that save and except the said premises being subject to lispendence as aforesaid, the said premises is otherwise free from all encumbrances, liens, attachments, acquisitions and requisitions of whatsoever nature and that they had clear marketable title thereto to dispose of the said premises unto the purchaser, the purchaser after causing necessary searches and being prima facie satisfied about the vendors' title to the said premises proposed to pay the total sum of Rs.9,40,000/= (Rupees Nine Lacs forty thousand only) in consideration of the vendors' selling transferring assuring and assigning all that the said premises unto the purchaser ;

AND WHEREAS the vendors readily accepted the said proposal of the purchaser and agreed to sell and transfer the said premises to the purchaser for the total consideration money of Rs.9,40,000/= (Rupees Nine Lacs Forty thousand only) ;

AND WHEREAS in pursuance of the aforesaid agreement, the purchaser paid the earnest money of Rs.5,40,000/= to the vendors

on or about 11th May, 1999, agreeing to pay the balance amount of Rs. 1,00,000/= at the time of execution and registration of the relevant deed of Conveyance ;

AND WHEREAS subsequently, with the mediation and co-operation of the purchaser, an amicable settlement was reached at by and between the parties to the said Title Suit No. 51 of 1984 and accordingly, a compromise petition was filed in the said Title Suit No. 51 of 1984, pending before the 8th Court of Subordinate Judge at Alipore in or about July, 1999 and the said suit was decreed on 24th August, 1999 in terms of the compromise petition filed by the parties to the suit ;

AND WHEREAS in terms of the aforesaid compromise decree, the Defendant of the said suit, Smt. H. Rama Devi vacated the said premises and subsequently the purchaser obtained vacant possession of the said premises from the vendors.

NOW THIS INDENTURE OF SALE WITNESSETH as follows :-

I. In pursuance of the aforesaid agreement and in consideration of payment of the total sum of Rs. 9,40,000/= (Rupees Nine Lacs Forty thousand only), separate receipts whereof the vendors do herein admit and acknowledge (as per memo of consideration given below) and of and from and every part thereof, the vendors do hereby acquit release and for ever discharge the purchaser and the said premises described in the schedule hereunder written, the vendors do hereby grant sell convey transfer assure and assign unto the purchaser free from all encumbrances and liabilities whatsoever ALL THAT piece and parcel of land, TOGETHER WITH all structures with shed built thereon containing an area of about 1 bigha

equivalent to about 20 cottahs lying situate at and being premises No. 22B, Motilal Bask Lane, P.S. Phoolbagan, District 700 054, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the 'said premises' together with all paths passages easements rights liberties privileges attached herewith TO HAVE AND TO HOLD unto the said Purchaser the said premises absolutely and for ever without any claim interruption or obstruction on the part of the vendors TOGETHER WITH all estates rights liberties easements advantages appendages and appurtenances whatsoever thereto or any part thereof now held and occupied enjoyed reputed deemed taken or known as part or parcel thereof or appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part thereof AND ALL THE ESTATE right title interest inheritance and possession towards property claim and demand whatsoever both at law and in equity of the Vendors into upon and in respect of the said premises hereby granted sold conveyed transferred assured assigned or expressed or intended so to be TO HAVE AND TO HOLD the same unto the use of the Purchaser absolutely and for ever free from all encumbrances liens, liens, attachments, acquisitions, requisitions and liabilities of whatsoever.

II. The Vendors hereby declare and covenant with the Purchaser as follows :-

- (1). That the Vendors are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises free from all encumbrances, liens, liens, attachments, acquisitions and requisitions of whatsoever nature ;

(ii). That the Vendors have good right full power absolute authority and indefeasible title to grant sell convey transfer assure and assign the said premises hereby granted sold conveyed transferred or expressed or intended so to be unto the use of the purchaser in the manner aforesaid ;

(iii). That the purchaser shall peaceably and quietly hold possess and enjoy the said premises and receive the rents issues profits thereof and every part thereof without any hindrance eviction interruption disturbance claim or demand whatsoever from or by the vendors or any other person or persons lawfully or equitably claiming through under or in trust for the vendors.

(iv). That the vendors shall keep the purchaser saved harmless and indemnified from and against all charges mortgages liens and dispendens debts attachments execution claims demands encumbrances and liabilities whatsoever created by the vendors or any person lawfully or equitably claiming from under or in trust for the vendors ;

(v). That the Vendors do hereby declare and confirm that the said premises has not been affected under any requisition and/or acquisition by Central or State Government or by local body or corporation or by any Government or Semi-Government authority ;

(vi). That the vendors and all persons having or lawfully or equitably claiming any right title interest property claim or demand whatsoever to the said premises or any part thereof from through under or in trust for the vendors, shall and will from time to time and at all times hereafter at the request and cost of the purchaser, make do acknowledge and execute all such acts deeds matters things and assurances whatsoever for further better and more effectively and perfectly assuring and transferring the said premises and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land TOGETHERWITH structures with R.T. shed built in a portion thereof contained in a area of about 1(One) Bigha equivalent to 20(Twenty) Cottahs, lying situate at and being premises No.22B, Motilal Basak Lane, P.S. hoolbagan, Municipal Ward No.31 as depicted in the annexed sketch map, Calcutta - 700 054, butted and bounded as follows :-

<u>ON THE NORTH</u>	: By Premises No.22A, Motilal Basak Lane ;
<u>ON THE SOUTH</u>	: By Premises No.22C, Motilal Basak Lane ;
<u>ON THE EAST</u>	: By Premises No.23A123, Motilal Basak Lane ; and
<u>ON THE WEST</u>	: By Motilal Basak Lane.

12/11/11

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

and DELIVERED
by the Vendors at Calcutta
in the presence of

WITNESSES

1. Agarwal
Parimal Agarwal
P. 186, CST Road
Sardar Bazar
Calcutta-54

2. Lita Pandey
S. 1, B. 1, Street
Calcutta-54

3. Das
K. 1, B. 1, Street
Calcutta-54

4. V. P. SINGH
Advocate
City Civil Court
Calcutta

- 1. Lakshminandan Das.
- 2. Malina Das
- 3. Binapani Das
- 4. Parshati Das.
- 5. Arjali Das
- 6. Partha Sarathi Das
- 7. Rajaraj Das.
- 8. Jyoti Prasad Das

Contd.....P/13.

RECEIVED from the withinmentioned purchaser the sum of
Rs. 2,35,000/- (Rupees Two Lacs Thirty five thousand only) as per
Memo of Consideration given below :-

MEMO OF CONSIDERATION

	RS.	P.
1. By Pay Order No. 000959 dated 10.05.1999 Drawn on Standard Chartered Bank, Salt Lake, Cal. in favour of Smt. Lakshmi Devi Das	1,35,000.00	
2. By Pay Order No. 003/05 Dated 30.08.2000 drawn on Standard Chartered Bank, Salt Lake, Calcutta in favour of Smt. Lakshmi Devi Das	1,00,000.00	
TOTAL :	Rs. 2,35,000.00	

Charbat Kumar Singh
Parnalal Agarwal

Lakshmi Devi Das

RECEIVED from the withinmentioned purchaser the sum of
Rs. 2,35,000/- (Rupees Two Lacs Thirty Five thousand only) as
per Memo of consideration given below :-

MEMO OF CONSIDERATION

	RS.	P.
1. By Pay Order No. 000960 dt. 10.05.1999 Drawn on Standard Chartered Bank, Salt Lake, Cal. in favour of Smt. Malina Das	1,35,000.00	
2. By Pay Order No. DO 3106 dt. 30.8.2000 Drawn on Standard Chartered Bank, Salt Lake, Cal. in favour of Smt. Malina Das	1,00,000.00	
TOTAL :	Rs. 2,35,000.00	

Charbat Kumar Singh
Parnalal Agarwal

Malina Das

RECEIVED from the withinmentioned purchaser the sum of Rs.1,56,667/= (Rupees One Lac Fifty six thousand six hundred sixty seven only) as per Memo of Consideration given below :-

MEMO OF CONSIDERATION

	RS.	P.
1. By Pay Order No.000958 dated 10.05.1999 drawn on Standard Chartered Bank, Salt Lake, Calcutta in favour of Parshati Dey.	70,000.00	
2. By Pay Order No.003109 dated 30.08.2000 drawn on Standard Chartered Bank, Salt Lake, Calcutta in favour of Parshati Dey.	86,667.00	
TOTAL :	Rs.1,56,667.00	

WITNESSES :

Prabhat Kumar Singh
Pannalal Aggarwal

✓ Binapani Das
✓ Parshati Dey.

RECEIVED from the withinmentioned purchaser the sum of Rs.1,56,667/= (Rupees One Lac Fifty six thousand six hundred sixty seven only) as per Memo of Consideration given below :-

MEMO OF CONSIDERATION

	RS.	P.
1. By Pay Order No.000962 dt.10.05.1999 drawn on Standard Chartered Bank, Salt Lake, Calcutta in favour of Smt.Anjali Das.	1,00,000.00	
2. By Pay Order No.003108 dated 30.08.2000 drawn on Standard Chartered Bank, Salt Lake, Calcutta in favour of Smt.Anjali Das	56,667.00	
TOTAL :	Rs.1,56,667.00	

WITNESSES :

Prabhat Kumar Singh
Pannalal Aggarwal

✓ Anjali Das
✓ Pannalal Aggarwal
Contd.....P/15.
✓ Rajarao Das.

RECEIVED from the withinmentioned purchaser the sum of
Rs. 1,56,666/- (Rupees One Lac Fifty Six Thousand Six
Hundred Sixty Six only) as per Memo of Consideration
given below :-

MEMO OF CONSIDERATION

1. By Pay Order No. 000961 dt. 10.05.1999
Drawn on Standard Chartered Bank,
Salt Lake, Calcutta in favour of
Jyotirmoy Das.

RS. P.

1,00,000.00

2. By Pay Order No. 003107 dated 30.8.2000
drawn on Standard Chartered Bank,
Salt Lake, Calcutta, in favour of
Jyotirmoy Das.

56,666.00

TOTAL :

Rs. 1,56,666.00

WITNESS :

Prabhat Kumar Singh
Paranul Agronomical

Jyotirmoy Das

Registered in _____
COE No. _____
since the _____
ages _____
being the _____
of the _____

DATED THE 2ND DAY OF SEPTEMBER 2000

BETWEEN

MT. LACHMI MONI DAS & CO.

V. VS.

AND

M/S. VIVEK BULE INDUSTRIES PVT. LTD.

PURCHASED

Additional Registrar of Assurances
Calcutta



INDENTURE OF SALE

certified to be a true copy

Additional Registrar of Assurances
Calcutta
2.9.2000

DRAFTED BY :

Amas

U. P. SINGH, Advocate
City Civil Court,
Calcutta.

29/9