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04534/06

66

3989



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

174273

M.V. Assessed  
₹4,31,670/-

423877, 423316

22/10/08

8650 + 5550 =



1947/-

12/5/08  
12.5.08  
Kolkata.

682429  
16500

THIS INDENTURE made this day of June, 2006 BETWEEN UDAY CHAND SEN, son of Sri Dulal Pada Sen, residing at 66/1B, Masjid Bari Street, Police Station - Bartalla, Kolkata - 700 001, hereinafter referred to as "the VENDOR" (which term or expression shall unless excluded by or repugnant to subject or context be deemed to mean and include his heirs, executors administrators,

A-2794  
2  
35  
25  
4  
2885

Sum  
25500

A -	2794 -
B -	7 -
C -	55 -
D -	25 -
E -	4 -
<hr/>	
	2885 -

25  
25  
50

500 - 250 -  
500 - 250 -  
500 -

15 Chokmaharajia Lane, Kol-20



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 174274

agents and/or assigns) of the ONE PART AND (1) ECO VANIJYA PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956, having its registered office at 8/1, Lalbazar Street, Police Station - Hare Street, Kolkata - 700 001, (2) PARADISE SUPPLIERS PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956, having

5. 10 P.M.

22nd June 06  
one of the bills  
at 16 Chokro  
bertha house  
kol/kata

reel number Aropa

40421

19 JUN 2006



No. .... Date .....  
Sold to **ABHINAV CHOSE, Advocate**  
**HIGH COURT CALCUTTA**  
Addressed **15, CHAKRABERTI SAHAR**  
**KOLKATA - 700 020**  
Rs. 500/-

Rs 500 of 24000/-

L. S. VENDOR  
HIGH COURT - CAL.

Registrar of Assurances  
Kolkata 22/6/06

Kamal Kumar Aropa.



491

For CHARMS MERCHANTS PVT. LTD.  
Kamal Kumar Aropa.

Director

For PARADISE SUPPLIERS PVT. LTD.  
Kamal Kumar Aropa.

Director

For ECO VANIJYA PVT. LTD.

Kamal Kumar Aropa.  
Director



492

cc day email sent

Bimal Sodhukhan  
5/0 dt Jalindra Nath Sodhukhan  
49/1B, Tolgygunge Rd Cal-26  
Service

Kamal Kumar Aropa Director for  
Charms Merchants Pvt. Ltd.,  
for Paradise Suppliers Pvt. Ltd.,  
for Eco Vanijya Pvt. Ltd. Puffing etc  
Regd. office at 8/1 Lal Bazar Street  
P.S. Jare Street, Kol-1. +  
Uday Chand Sen do Pulal (aka  
Sen at 18/13, Masjid Bari Street  
P.S. Buro UG  
Kol-1.

Bimal Sodhukhan  
do Late Jalindra Nath Sodhukhan  
of 49/1B, Tolgygunge Rd.  
Cal-26. Service

Registrar of Assurances  
Kolkata 22/6/06



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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its registered office at 8/1, Lalbazar Street, Police Station – Hare Street, Kolkata – 700 001 and (3) CHARMS MERCHANTS PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956, having its registered office at 8/1, Lalbazar Street, Police Station – Hare Street, Kolkata – 700.001, hereinafter



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collectively referred to as "the PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their successors-in-interest and/or assigns) of the OTHER PART :



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WHEREAS:

- A. One Batakrishna Roy was absolutely seized and possessed of and/or sufficiently entitled to ALL THAT the piece and parcel of Sali land measuring 46 Satak in Paragana – Kolkata, Touzi No.125B/1, Mouza – Salua, R.S. Khatian No.153, J.L.



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No.3, R.S. No.109, L.R. Khatian No.152, C.S. Dag No.458,  
R.S. Dag No.521, Police Station - Airport (formerly Rajarhat),  
Sub Registry office at Bidhannagar, District - 24 Parganas  
(North), morefully and particularly described in the FIRST  
SCHEDULE hereunder written and hereinafter referred to as  
"the LARGER PLOT";



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A 174279

- B. The said Batakrishna Roy died intestate leaving behind him surviving his two sons, namely Balaram Roy and Jagannath Roy who jointly inherited the said Larger Plot;





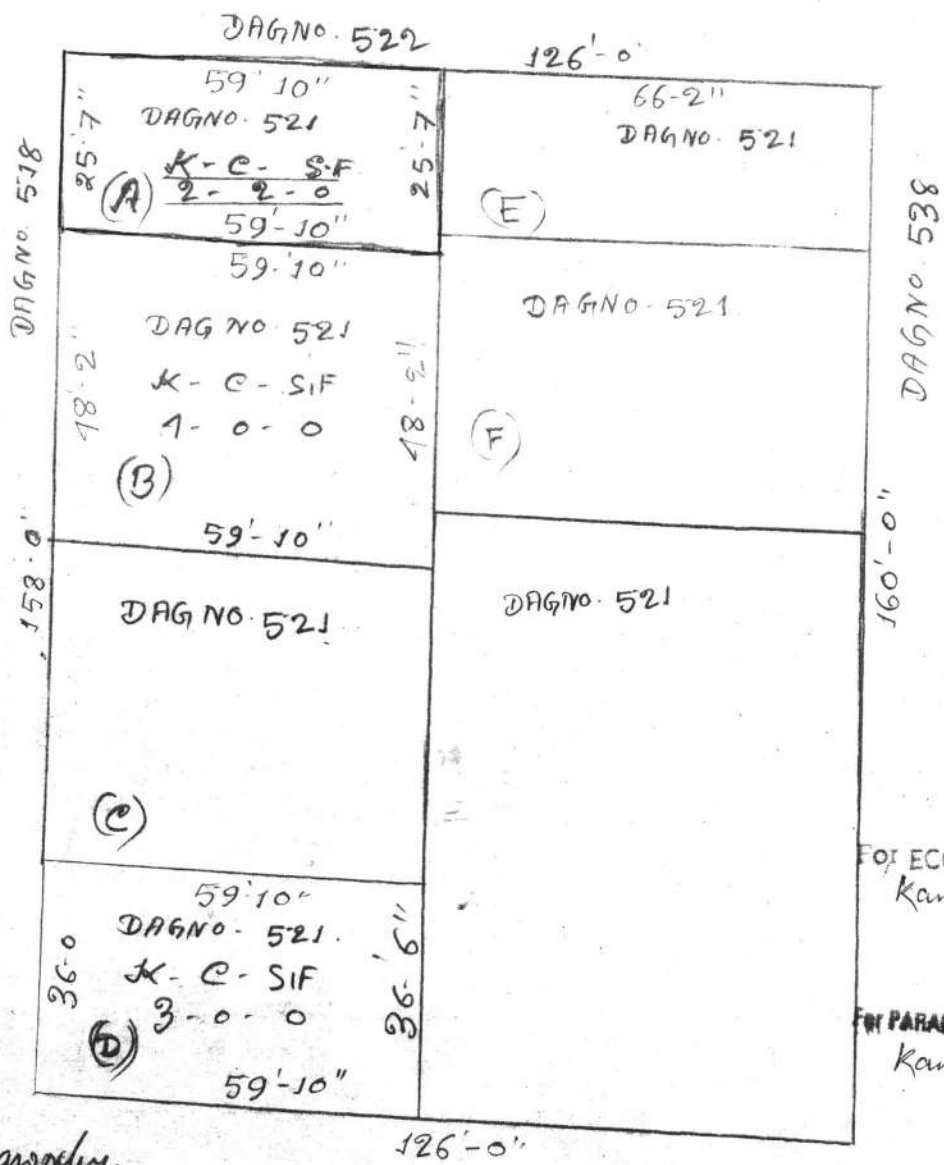
पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

A 174280

- C. By a Bengali Kobala dated 28<sup>th</sup> May, 1974 made between the said Balaram Roy and Jaghannath Roy, therein referred to as the Vendor of the One Part and Satish Chandra Ganguly, therein referred to as the Purchasers of the Other Part and registered in the Office of the Sub Registrar at Cossipur, Dum Dum in Book No.I Volume No.79, at Pages 135 to 138, Being No.4376 for the year 1984 the Vendor therein for the



SITE PLAN OF LAND OF R.S. DAG NO. 521.  
AT MOLZA SALUA J.L. NO. 3. R.S. NO. 109  
TOUZI NO. L.R. KH. NO. 152. WARD. NO. 4  
UNDER RAJARHAT-GOPALPUR MUNICIPALITY.  
P.S. AIRPORT. DIST. N. 24. PGS.



SIG OF VENDOR'S  
*Vijay Chandra Swami*

For ECO VANIJYA PVT. LTD.  
 Kamal kumar Arora  
 Director

For PARADISE SUPPLIERS PVT LTD.  
 Kamal kumar Arora  
 Director

For CHARMS MERCHANTS PVT. LTD.  
 Kamal kumar Arora  
 Director

Drawn by  
 M. S. Prasad  
 Hassan

consideration therein mentioned sold transferred and conveyed the said Larger Plot in favour of the Purchasers therein free from all encumbrances of any nature whatsoever;

- D. By another Bengali Kobala dated 13<sup>th</sup> March, 1984 made between the said Satish Chandra Ganguly, therein referred to as the Vendor of the One Part and Uday Chand Sen, therein referred to as the Purchasers of the Other Party, Sub Registry Office at Bidhannagar in Book No.I, Volume No.23, at Pages 275 to 281, Being No.815 for the year 1984 the Vendor therein for the consideration therein mentioned sold, transferred and conveyed a divided and demarcated portion of ALL THAT the sali land admeasuring 1 (One) Cottah 15 (Fifteen) Chittacks and 9 (Nine) Square Feet, more or less TOGETHER WITH 12 (Twelve) Feet wide passage admeasuring 3 (Three) Chittacks 15 (Fifteen) Square Feet, more or less aggregating to 2 (Two) Cottahs 2 (Two) Chittacks and 24 (Twenty Four) Square Feet, more or less comprised in the Larger Plot in Touzi No.125B/1, Mouza - Salua, J.L. No.3, R.S. No.109, R.S. Khatian No.289, Hal Khatian No.242, C.S. Dag No.641, R.S. Dag No.522, Police Station - Airport (formerly Rajarhat), Sub Registry Office at Bidhannagar, Pargana - Kolkata, District - 24 Parganas (North), morefully and particularly described in the SECOND SCHEDULE hereunder written and hereinafter referred to as "the SAID PLOT" and delineated on the map or plan annexed hereto and bordered in colour RED thereon;

- E. In the circumstances the Vendor herein became absolutely seized and possessed of and/or sufficiently entitled to ALL THAT the Said Plot, morefully and particularly described in the SECOND SCHEDULE hereunder written and delineated on the Map or Plan annexed hereto and bordered in Colour RED thereon;
- F. In the circumstances the Vendor herein became absolutely seized and possessed of and/or sufficiently entitled to the Said Plot, morefully and particularly described in the SECOND SCHEDULE hereunder written and delineated in the map or plan annexed hereto and bordered in colour RED thereon;
- G. The Vendor has represented to the Purchasers that :
- i) The Vendor is the full and absolute owner of the Said Plot, morefully and particularly described in the SCHEDULE hereto and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon, free from all encumbrances of any nature whatsoever;
  - ii) The entirety of the Said Plot is in the Khas and vacant possession of the Vendor and no persons other than the Vendor has any right, title and/or interest of any nature whatsoever in the Said Plot or any part thereof;

- iii) There are no suits, litigations or legal proceedings pending in respect of the Said Plot or any part thereof;
- iv) The right, title and interest of the Vendor in the Said Plot is free from all encumbrances and the Vendor has a marketable title thereto;
- v) There are no Thika tenants of the Said Plot and the Vendor has received no notice of any such claim or proceeding;
- vi) The Said Plot and/or any part thereof is at present not affected by any requisition or acquisition of any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendor;
- vii) Neither the Said Plot nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law and due to income tax, revenue and any other public demands;
- viii) The Vendor has not in any way dealt with the Said Plot whereby the right, title and interest of the Vendor as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever;

- ix) The Vendor shall have no difficulty in transferring the Said Plot to the Purchasers and/or its nominee and/or otherwise;
- x) The Vendor is fully and sufficiently entitled to convey the Said Plot by executing and registering this Indenture in favour of the Purchasers;
- H. The representation of the Vendor mentioned hereinabove and hereinafter are collectively referred to as “the SAID REPRESENTATIONS” and the Vendor confirms that the Said Representations are true and correct;
- I. The Vendor has agreed to sell and the Purchasers relying on the Said Representations of the Vendor has agreed to purchase ALL THAT the Said Plot, morefully and particularly described in the SECOND SCHEDULE hereunder written and on the terms and conditions mentioned hereinafter;

NOW THIS DEED WITNESSETH as follows :

1. THAT in pursuance of the said agreement AND in consideration of a sum of Rs.2,55,000/- (Rupees Two Lacs And Fifty Five Thousand) only of the lawful money of the Union of India paid by the Purchasers to the Vendor as will appear from the memo of consideration hereunder written (the receipt whereof the Vendor do

hereby admit and acknowledge to have been received) and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers as well as the Said Plot hereby intended to be sold (transferred and conveyed) the Vendor and each one of them hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchasers ALL THAT the Said Plot i.e. ALL THAT the piece and parcel of sali land admeasuring 1 (One) Cottahs 15 Chittacks, more or less TOGETHER WITH 12' (Twelve Feet) wide passages admeasuring 3 (Three) Chittacks 15 (Fifteen) Square Feet, more or less aggregating to 2 (Two) Cottahs 2 (Two) Chittacks and 24 (Twenty Four) Square Feet comprised in the Larger Plot in Touzi No.125B/1, Mouza - Salua, J.L. No.3, R.S. No.109, R.S. Khatian No.289, Hal Khatian No.242, C.S. Dag No.641, R.S. Dag No.522, Police Station - Airport (formerly Rajarhat), Sub Registry Office at Bidhannagar, Pargana - Kolkata, District - 24 Parganas (North), and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon and also all dwelling units and structures thereon absolutely and forever, free from all encumbrances charges liens lis pendens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lis pendens OR HOWSOEVER OTHERWISE the Said Plot or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished

TOGETHER WITH all benefits and advantages of ancient and other rights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the Said Plot or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of Said Plot and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor into or upon and in respect of the Said Plot or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the Said Plot or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the Said Plot hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the



Purchasers absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lis pendens whatsoever.

2. AND the Vendor doth hereby covenant with the Purchasers that the Vendor is the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the Said Plot and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchasers that they have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the Said Plot hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the Said Plot or any part thereof in the manner aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the Said Plot hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and

indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now have in himself good right full and absolute power to grant sell convey transfer assure and assign the Said Plot hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner and on the conditions aforesaid AND THAT the Vendor has duly made over possession of the Said Plot to the Purchasers herein and the Purchasers has received and accepted the same without any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the Said Plot or otherwise.

3. AND THAT the Purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of his predecessors in title or any one of them AND THAT the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the

Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments executions prohibitions restrictions easements and lis pendens whatsoever suffered or made or liabilities created in respect of the Said Plot by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title or any of them as aforesaid or otherwise.

4. AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the Said Plot upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchasers.
  
5. AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the Said Plot or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT no notice, which is or may be subsisting, has been served on the Vendor for the acquisition of the Said Plot or any

part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed thereunder and the Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the Said Plot or any part thereof AND THAT no suit and/or proceeding is pending in any Court of law affecting the Said Plot and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the Said Plot or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers make do acknowledge and execute all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the Said Plot and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto that the Vendor and each one of them covenant and assure that Purchasers that unless prevented by fire or some other inevitable accident from time to time and at all times hereafter and upon every request and at the cost of the Purchasers shall produce or caused to be produced to the Purchasers or their Attorneys or

Agents or at any trial commission examination or otherwise as occasion shall require all or any of the original title deeds documents and writings and also at the like request and cost deliver to the Purchasers such attested or other copies or extracts of and from the said Deeds and writings or any one of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds documents and/or writings safe unobliterated and uncanceled.

THE FIRST SHCHEDULE

(The Larger Plot)

ALL THAT the piece and parcel of Sali land measuring 46 Satak in Paragana - Kolkata, Touzi No.125B/1, Mouza - Salua, R.S. Khatian No.153, J.L. No.3, R.S. No.109, L.R. Khatian No.152, C.S. Dag No.458, R.S. Dag No.521, Police Station - Airport (formerly Rajarhat), Sub Registry office at Bidhannagar, District - 24 Parganas (North) and butted and bounded as follows :

ON THE NORTH : By Dag Nos.522 (Part) and 535 (Part);

ON THE EAST : By Dag No.538;

ON THE SOUTH : By Dag No.520;

ON THE WEST : By Dag No.518;

THE SECOND SHCHEDULE

(The Said Plot)

ALL THAT the Sali land admeasuring 1 (One) Cottah 15 (Fifteen) Chittacks and 9 (Nine) Square Feet, more or less TOGETHER WITH 12' (Twelve Feet) wide passage admeasuring 3 (Three) Chittacks and 15 (Fifteen) Square Feet, more or less aggregating to 2 (Two) Cottahs 2 (Two) Chittacks and 24 (Twenty Four) Square Feet, more or less comprised in the Larger Plot in Touzi No.125B/1, Mouza - Salua, J.L. No.3, R.S. No.109, R.S. Khatian No.289, Hal Khatian No.242, C.S. Dag No.641, R.S. Dag No.522, Police Station - Airport (formerly Rajarhat), Sub Registry Office at Bidhannagar, Pargana - Kolkata, District - 24 Parganas (North) and butted and bounded as follows and delineated on the Map or Plan annexed hereto and bordered in Colour "RED" thereon.

ON THE NORTH : By Dag Nos.522;

ON THE EAST : By Dag No.521;

ON THE SOUTH : By Dag No.521;

ON THE WEST : By Dag No.518;

IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first above written.

SIGNED AND DELIVERED by the  
VENDOR at Kolkata in the presence  
of :

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

*L. Dayachand Sen.*

**For ECO VANIJYA PVT. LTD.**  
*Kamal Kumar Asopa.*  
Director

**For PARADISE SUPPLIERS PVT LTD.**  
*Kamal Kumar Asopa.*  
Director

**For CHARMS MERCHANTS PVT. LTD.**  
*Kamal Kumar Asopa.*  
Director

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the withinmentioned sum of Rs.2,55,000/- (Rupees Two Lacs And Fifty Five Thousand) only towards full and final payment of the total Consideration for sale of the Said Plot in the following manner :

<u>DATE</u>	<u>BANKS NAME</u>	<u>PAY ORDER</u>	<u>AMOUNT</u> <u>(RS.)</u>
21.6.2006	299883	Corporation Bank	2,55,000/-

Uday Chandra Sen

WITNESSES :























Uday Chandra Sen.  
s/o Biswajit Sen.  
66/1B, Masjid Bari st-  
KOL-6

VENDOR

Bimal Sadhukhan  
s/o Lt Jalindra Nath Sadhukhan  
49/1B, Tolkygunge Rd, Cal-26  
Serwic



**SPECIMEN FORM FOR TEN FINGERPRINTS**

Sl. No.	Signature of the Executants/ Presentants					
	 <i>Uday Singh</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	 <i>Kamal Kumar</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						

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Page 15-33  
Serial No. 03989  
Date 2008

\*\*\*\*\*  
DATED THIS DAY OF JUNE, 2006  
\*\*\*\*\*

BETWEEN

UDAY CHAND SEN

... .. VENDOR

- AND -

ECO VANIJYA PRIVATE LIMITED &  
ORS.

... .. PURCHASERS

INDENTURE

*Handwritten signature*  
20/5-08

*Handwritten signature*

R.N. GHOSE & ASSOCIATES,  
ADVOCATES,  
6, OLD POST OFFICE STREET,  
GROUND FLOOR, ROOM NO.66,  
KOLKATA - 700 001.