

06692

1951107



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL 38,38,127 → B 150047

M. V. Determined by
 Collector, I.G.R., Range.
 Rs. 15,250/-
 Video No. 61-30-16



K. R. S. ...
 Cheque No. ...
 has been Paid on behalf Stamp duty.

certified that the instrument has been
 registered subject to determination of
 the value of the property for the purpose
 of the payment of the Stamp Duty
 as determined by the
 Collector, West Bengal.
 23/05/07

Subsequently realised
 4807/-
 24/12/07

THIS INDENTURE made this 5th day of May 2007 BETWEEN

(1) REOJAN ALI MUNSHI, son of Late Bazla Rahaman Munshi, residing at Village Patuli, P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata - 700 094, (2) LOKMAN ALI MUNSHI, son of Late Bazla Rahaman Munshi, residing at Jogi Buttala, P.S. Daruipur,

[Handwritten signature]

Rash Behari, Kolkata Sr.
 8718220.1015.20
 45.07
 (49000 + 16280)

[Handwritten signature]

District 24 Parganas (South) (3) **MUBARAK ALI MUNSHI**, son of Late Bazla Rahaman Munshi, residing at Village Patuli, P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata - 700 094, (4) **YUNUS ALI MUNSHI**, son of Late Bazla Rahaman Munshi, residing at Sitakundu, District 24 Parganas (South) (5) **NURKESHAM BIBI**, wife of Sahajan Laskar, residing at Village Patuli, P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata - 700 094, (6) **NURRESAM BIBI** alias **RESHMA SHEIKH**, wife of Mansur Ali Sheikh, residing at 34, Suryya Sen Block, Chowhati, Rajpur, Sonarpur, District 24 Parganas (South) and (7) **NURJAHAN BIBI**, wife of Arafat Khan, residing at Village & P.O. Futigoda, P.S. Joynagar, District 24 Parganas (South), 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 VANIJYA 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 VANIJYA 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 (1) SMT. BULA DUTTA**, wife of Sri Subir Dutta, and **(2) SRI SUBIR DUTTA**, son of Late Sukumar Dutta, both residing at 49/58, Prince Gulam Mohammed Shah Road, Kolkata - 700 033, collectively hereinafter referred to as the **CONFIRMING PARTIES** (which expression shall mean and include each their respective successors-in-interest and/or assigns) of the **THIRD PART**:

WHEREAS:

- A. One Nur Nehar Bibi, wife of Late Bazla Rahaman Munshi was the full and absolute owner of **Firstly** All That the piece and parcel of Sali land admeasuring 29 decimals equivalent to 17 Cottahs 8 Chittacks 33 sq.ft. more or less comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 240, J.L. No. 29, Touzi Nos. 6 & 13, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, **Secondly** All That the piece and parcel of Sali land admeasuring 9 decimals more or less equivalent to 5 Cottahs 7 Chittacks 5 sq.ft. comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 250, J.L. No. 29, Touzi No. 6, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, **Thirdly** All That the piece and parcel of Sali land admeasuring 40 decimals equivalent to 1 Bigha 4 Cottahs 3 Chittack 9 sq.ft.

more or less, comprised in a portion of R.S. Dag No. 154, R.S. Khatian No. 240, J.L. No. 29, Touzi Nos. 6 & 13, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, and **Fourthly** All That the piece and parcel of Sali land admeasuring 13 decimals more or less, equivalent to 7 Cottahs 13 Chittacks 38 sq.ft. comprised in a portion of R.S. Dag No. 154, R.S. Khatian No. 250, J.L. No. 29, Touzi No. 6, Pargana Khaspur, Mouza Patuli, collectively hereinafter referred to as the "**Said Lands**".

- B. The said Nur Nehar Bibi died intestate on or about 19th May, 1998, leaving her surviving the Vendors herein, as her only legal heirs and heiresses, being her four sons, namely Reojan Ali Munshi (the Vendor No. 1 herein), Lokman Ali Munshi (the Vendor No. 2 herein), Mubarak Ali Munshi (the Vendor No. 3 herein) and Yunus Ali Munshi (the Vendor No. 4 herein), and three daughters, namely Nurkesham Bibi (the Vendor No. 5 herein), Nurresam Bibi alias Reshma Sheikh (the Vendor No. 6 herein) and Nurjahan Bibi (the Vendor No. 7 herein), who thus became jointly entitled to each of the Said Lands, in their respective undivided shares each, under the Muslim law of inheritance.
- C. Thus, the said Reojan Ali Munshi, Lokman Ali Munshi, Mubarak Ali Munshi, Yunus Ali Munshi, Nurkesham Bibi, Nurresam Bibi, and Nurjahan Bibi became the full and absolute owners of inter alia All That the piece and parcel of Sali land admeasuring 9 decimals more or less equivalent to 5 Cottahs 7 Chittacks 5 sq.ft.

comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 250, J.L. No. 29, Touzi No. 6, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, hereinafter referred to as the "Said Premises".

- D. By an Agreement dated 7th January, 2005, the Vendors agreed to sell and transfer in favour of the Confirming Parties herein, namely Smt. Bula Dutta and Sri Subir Dutta and/or their respective nominees, **Firstly** All That the entirety of the Said Premises and **Secondly** All That piece and parcel of Sali land admeasuring 29 decimals equivalent to 17 Cottahs 8 Chittacks 33 sq.ft. more or less, comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 240, J.L. No. 29, Touzi Nos. 6 & 13, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, and Sali land admeasuring 6 ½ decimals equivalent to 3 Cottahs 14 Chittacks and 42 sq.ft. more or less, comprised in a portion of R.S. Dag No. 154, R.S. Khatian No. 240, J.L. No. 29, Touzi Nos. 6 & 13, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, and **Thirdly** All That the piece and parcel of Sali land admeasuring 13 decimals equivalent to 7 Cottahs 13 Chittacks 38 sq.ft. more or less, comprised in a portion of R.S. Dag No. 154, R.S. Khatian No. 250, J.L. No. 29, Touzi No. 6, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, in lieu of a lumpsum consideration of a sum of Rs. 7,00,000/- (Rupees Seven lacs only) and the

Vendors have received payment of the entire consideration payable in respect thereof.

- E. In pursuance of the said agreement, by a registered Power of Attorney dated 7th January, 2005, registered with the District Sub-Registrar – III, Alipore South 24 Parganas, in Book No. IV, Volume No. 1, Pages 224 to 237, Being No. 00019 for the year 2005, each of the Vendors herein authorized and empowered the Confirming Party No. 1 herein, namely Smt. Bula Dutta, to deal with and/or sell or dispose of, inter alia, the Said Premises.
- F. Each of the Vendors and the Confirming Parties represent that the Vendors are the full and absolute owners of All That the piece and parcel of Sali land admeasuring 9 decimals equivalent to 5 Cottahs 7 Chittacks 5 sq.ft. more or less comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 250, J.L. No. 29, Touzi No. 6, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, within the limits 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 Parties 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 Parties 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 lispensens mortgages charges bargas attachments acquisition requisition alignment etc. and the Vendors/Confirming Parties 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 Parties, the Purchasers herein have agreed to purchase the Said Premises, in vacant free and peaceful possession free from all encumbrances, liens, lispensens, 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 Parties, the Vendors are executing this deed in favour of the Purchasers as the nominee of the Confirming Parties.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of the aforesaid and in consideration of the total sum of Rs. 10,88,000/- (Rupees Ten Lacs Eighty Eight Thousand only) paid by the Purchasers, out of which a sum of Rs. 8,00,000/- (Rupees Eight Lacs only) paid by the Purchasers to the Confirming Parties, which sum includes reimbursement of the consideration paid by the Confirming Parties to the Vendors in lieu of the Said Premises (the receipt whereof the Vendors and the Confirming Parties 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. 2,88,000/- (Rupees Two Lacs Eighty Eight 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 Parties in lieu of the Said Premises (the receipt whereof as also of the sum received by the Vendors from the Confirming Parties, 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 each of the Confirming Parties 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 9 decimals more or less equivalent to 5 Cottahs 7 Chittacks 5 sq.ft. more or less comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 250, J.L. No. 29, Touzi No. 6, Pargana Khaspur, Mouza Patuli, Police Station Tollygunge, within the limits 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, liens, lispendens, 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~~ ~~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 part thereof **AND** all deeds, pattahs, muniments, writings and evidences of title which in any

Richard L. ...

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 Parties 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 charges barga 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 Parties 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 lispdens debts attachments execution claims demands encumbrances and liabilities whatsoever made or suffered by the Vendors and/or the Confirming Parties 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 Parties upto the date of these presents **AND** (6) that the Vendors and the Confirming Parties 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 Parties 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)

Saali

All That the piece and parcel of land admeasuring 9 decimals equivalent to 5 Cottahs 7 Chittacks 5 sq.ft. more or less comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 250, J.L. No. 29, Touzi No. 6, Pargana Khaspur, Mouza Patuli, within the limits of the Kolkata Municipal Corporation, Police Station Jadavpur (formerly Tollygunge), and bordered **RED** on the plan annexed hereto and butted and bounded as follows:

- ON THE NORTH:** By R. S. Dag No. 44, Mouza Patuli;
- ON THE EAST:** By part of R. S. Dag No. 146, Mouza Patuli;
- ON THE WEST:** By Eastern Metropolitan Bye Pass;
- ON THE SOUTH:** By part of R. S. Dag No. 146, Mouza Patuli.

Siddhartha

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. Kinku Haldar
54/9 East Road
Kol - 75

Bula Dutta as constituted attorney
of mukarak alimushhi and ghar
Rajmani Moushi

Rajmani Moushi
কিংকু হালদার
৫৪/৯ ইস্ট রোড
কলকাতা - ৭৫

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

1. [Signature]
2. Pradip Singh Agarwala
99/18, Lake Terrace
Kolkata - 74

Maple Industries Pvt. Ltd.
Apoorva Pvt. Ltd.
Ajeya Commodities (P) Ltd.
Sunflor Marketing (P) Ltd.
Akriti Pvt. Ltd.
Akshar Commodities (P) Ltd.
Avikar Pvt. Ltd.
Vital Dealer Pvt. Ltd.
Siddhant [Signature]
Director / Authorized Signatory

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

1. [Signature]
Ratna S/B F19
Kolkata - 74

Bula Dutta
[Signature]

MEMO OF CONSIDERATION

Received by the withinnamed Confirming Parties from the withinnamed Purchasers a sum of Rs. 8,00,000/- (Rupees Eight Lacs only) being the entire consideration payable to the Confirming Parties in lieu of the Said Premises under these presents as follows:-

- i) By Pay Order No. 026975, dated 4.5.2007 drawn on Union Bank of India, Strand Road Branch, Kolkata in favour of Subir Dutta. Rs. 4,00,000/-
- ii) By Pay Order No. 026977, dated 4.5.2007 drawn on Union Bank of India, Strand Road Branch, Kolkata in favour of Bula Dutta. Rs. 4,00,000/-

Rs. 8,00,000/-

(Rupees Eight Lacs only)




Signature of the Confirming Parties

WITNESS:

Witness

1. *Bula Dutta*

49/58 Golf-Grand 14

Cal - 33

2. *Badhikeri*

Patali - 5/B F19

Kol - 74

MEMO OF CONSIDERATION

Received by the withinnamed Vendors from the withinnamed Purchasers a sum of Rs. 2,88,000/- (Rupees Two Lacs Eighty Eight Thousand only) by cash in addition to the entire consideration paid by the Confirming Parties to the Vendors in lieu of the Said Premises.

Rs. 2,88,000/-

Rs. 2,88,000/-

Bula Datta as consultant
attorney of mubarak ali
(Rupees Two Eighty Eight Thousand only) munshi and yousuf ali musli

Reponali Meonshi
Dokman ali Musli

২৪ লক্ষ ৮৮ হাজার
মুদ্রিত টাকা
৭৫, বালি গুয়া গার্ডেন,
কলকাতা - ২৯

Signature of the Vendors

WITNESS:

L.

৩০/১১/২০
75, Ballygunge Garden.
Kolkata - 29

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 05K 07CH 06 SQ.FT.
 SOLD AREA COLOUR IN RED SHOWN-

Bala Datta as father as candidate attorney of mubarak ali muski and yunus ali muski

Rejoanali Meenhi Lakman ali Muski

*স্বয়ং লক্ষ্মণ আলি মুশকি
 অরফুজ আলি মুশকি
 মুহাম্মদ আলি মুশকি*



- 1. VANIJYA (P) LTD.
- 2. VANIJYA (P) LTD.
- 3. YA COMMODITIES (P) LTD.
- 4. FLWER MARKETING (P) LTD.
- 5. KRITI VYAPAAR PVT. LTD.
- 6. AKSHAR COMMODITIES (P) LTD.
- 7. AVIKAR VYAPAAR PVT. LTD.
- 8. VITAL DEALER PVT. LTD.

Siddhant
 Director / Authorized Signatory.

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- 8. VITAL DEALER PVT. LTD.

Siddhant
 Director / Authorized Signatory.

Bala Datta
Shri B.D.

(SIGNATURE OF OWNER)

DRAWN BY
 BR Challengee D.C.E.

(Right Hand)

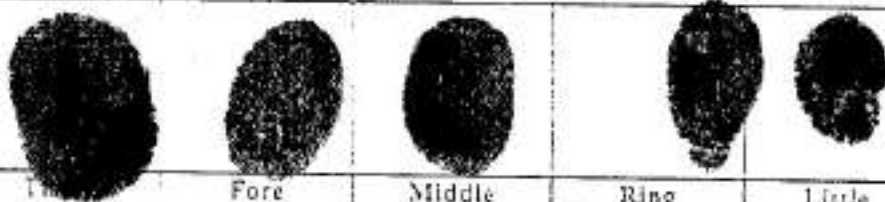
SPECIMEN FORM FOR TEN FINGERPRINTS



Rejwanis Murni



Little Ring Middle Fore Thumb
 (Left Hand)



Fore Middle Ring Little
 (Right Hand)



Abdullah Mulya



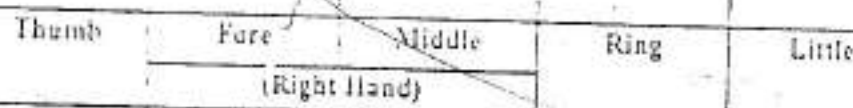
Little Middle Ring Thumb
 (Left Hand)



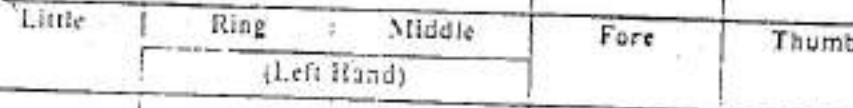
Fore Middle Ring Little
 (Right Hand)



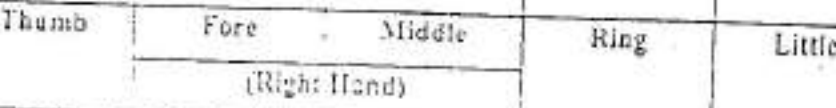
Little Ring Middle Fore Thumb
 (Left Hand)



Thumb Fore Middle Ring Little
 (Right Hand)



Little Ring Middle Fore Thumb
 (Left Hand)



Thumb Fore Middle Ring Little
 (Right Hand)

SPECIMEN FORM FOR TEN FINGERPRINTS



Handwritten name: P. P. H. H. H. H. H.



Little Ring Middle Fore Thumb
 (Left Hand)



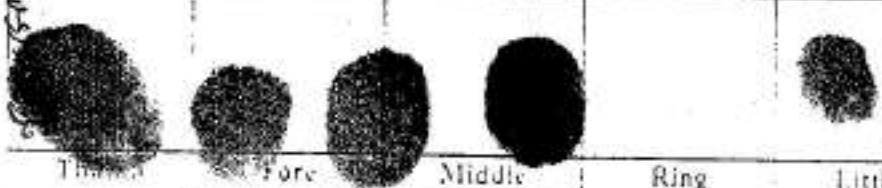
Thumb Fore Middle Ring Little
 (Right Hand)



Handwritten name: P. P. H. H. H. H. H.



Little Ring Middle Fore Thumb
 (Left Hand)



Thumb Fore Middle Ring Little
 (Right Hand)



Handwritten name: P. P. H. H. H. H. H.



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)

Registered in
BOOK NO.
VOLUME NO.
PAGE NO.
DEED NO.
YEAR.

Registered in
BOOK NO.
VOLUME NO. 7 TO 22
PAGE NO. 1451
DEED NO. 207
YEAR.

DATED THIS THE 5 DAY OF Feb 2007

BETWEEN

REOJAN ALI MUNSHI & ORS.

... VENDORS

AND

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

... PURCHASERS

AND

SMT. BULA DUTTA & ANR.

... CONFIRMING PARTIES



INDENTURE

ADDITIONAL REGISTRAR OF
ASSURANCES-1, KOLKATA

23/08/08



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

ADDITIONAL REGISTRAR OF
ASSURANCES-1, KOLKATA

Stamped
23/08/08