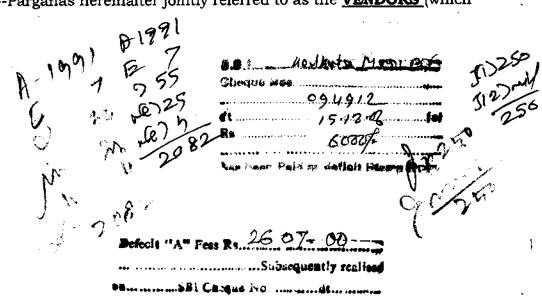
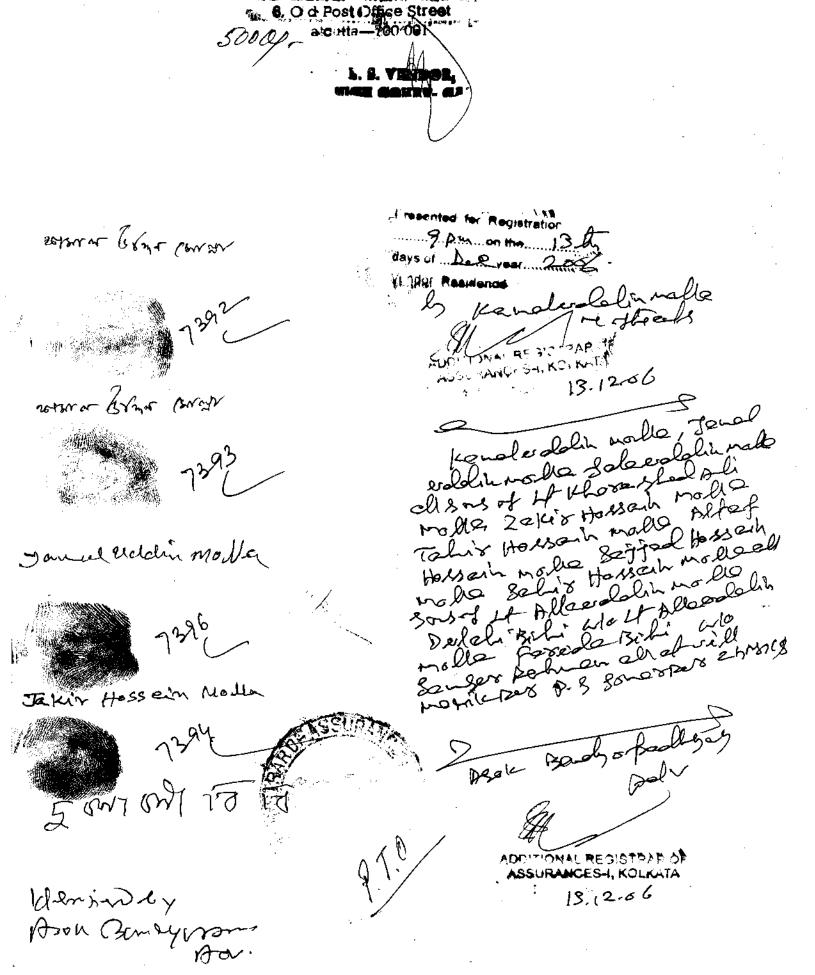


THIS INDENTURE made this 2 day of ) Complete Two Thousand Six BETWEEN MSST. DULALI BIBI widow of the late Allauddin Molla, ZAKIR HOSSAIN MOLLA, TAHIR HOSSAIN MOLLA, ALTAB HOSSAIN MOLLA, SAJJAD HOSSAIN MOLLA, SABIR HOSSAIN MOLLA all sons of the late Allauddin Molla, MSST. FARIDA BIBI wife of Samsur Rahman, KAMALUDDIN MOLLA, JAMALUDDIN MOLLA AND SALAUDDIN MOLLA, all sons of the late Khorshed Ali Molla, all residing at Village Manikpur, Police Station Sonarpur, Dist. South 24-Parganas hereinafter jointly referred to as the VENDORS (which



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expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART A N D UDAY NIWAS PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 having its registered office at premises No. 10/4B, Elgin Road, Kolkata – 700020 hereinafter referred to as the **PURCHSER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART**:

## WHEREAS:

A. By eleven several Kobalas dated the 15th day of August, 1939 having Deed No. 3503, 3rd day of July, 1939 having Deed No. 2873, 29th day of August, 1949 having Deed No. 4230, 30th day of September, 1943 having Deed No. 6890, 4th day of October, 1948 having Deed No. 4881, 4th day of August, 1950 having Deed No. 3717, 21st day of April, 1959 having Deed No. 3616, 11th day of February, 1963 having Deed No. 993, 11th day of November, 1963 having Deed No. 11516; 29th day of November, 1963 having Deed No. 9943, 11th day of February, 1973 having Deed No. 989 and Patta dated the 10th day of May, 1943 having Deed No. 2533, and also by inheritence from his parents one Khorshed Ali Molla became seised and possessed of and/or otherwise well and sufficiently entitled to All That the 5.74 acres be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in-



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Herifind 1 y De se Bandyrawan ALL.I.JNAL REGISTRAR OF ASSURANCES-I, KOLKALA

C.S	R.S.	Dag no.	Area
Khatian	Khatian	_	
no.	No.	<u></u>	
	110	444	.27 sataks
	105	623	18 sataks
	134	624	.17 sataks
	103	464	.09 sataks
	103	625	.16 sataks
	103	465	.03 sataks
	305	485	.60 sataks
	357	408	.59 sataks
	357	413	.84 sataks
	247	477	.26 sataks
	247	527	.03 sataks
	17	478	.10 sataks
93	200/201	511	.05 sataks
93	200/201	512	.19 sataks
	148	515	.48 sataks
	148	516	.13 sataks
	146	517	.12 sataks
	147	510	.39 sataks
	159	518	.17 sataks
	159	574	.23 sataks
	159	542	.06 sataks
	159	545	.09 sataks
	159	573	.08 sataks
	88	626	.43 sataks
		Total	5.74 acres

in the District of 24-Parganas more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said entire land).

- B. The said Khorshed Ali Molla thus became seised and possessed of and/or otherwise well and sufficiently entitled to amongst others All That the said entire land.
- C. By an Indenture of Settlement dated the 16th day of November, 1984 made between the said Khorshed Ali Molla of the One Part and Allauddin Molla, Kamaluddin Molla, Jamaluddin Molla and Salauddin Molla of the Other Part and registered with the Sub-Registrar, Sonarpur in Book No. I, Volume No.36, Pages 313 to 320, Being No. 4328 for the year 1984, the said Khorshed Ali

Altab HossainMolla



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

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Molla in consideration of his natural love and affection towards his said four sons granted transferred conveyed assigned and assured unto and in favour of the said four sons in trust All That the said entire land absolutely and forever with provision that upon the death of the said Settlor the said entire land shall vest in the Vendors absolutely and in equal shares.

- D. The said Khorshed Ali Molla died on the 22nd day of July, 1991.
- E. An area of one satak out of Dag no. 510 and an area of 4 sataks out of Dag no. 574 were acquired by the State of West Bengal under the West Bengal Land (Requisition and Acquisition) Act, 1948 vide notification no. 10240-L.A. (P.W.)/II-211/72 dated 13th June, 1974 published in the Calcutta Gazette, Extraordinary dated 14th June, 1974 for providing facilities for irrigation and drainage under Adi-Ganga Drainage Scheme.
- F. The Vendors are now seized and possessed of and /or otherwise well and sufficiently entitled to All That the said entire land minus the said one satak in Dag no. 510 and 4 sataks in Dag no. 574 free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.
- G. By a Danpatra (Deed of Gift) made between Khandi Bibi the Donor of the One Part and Samiran Bibi the Donee of the Other Part the said Khandi Bibi in consideration of her natural love and affection towards her daughter in law granted transferred conveyed assured and assigned unto and in favour of the said Samiran Bibi All That the piece and parcel of land containing an area of 3.54 acros be the same a little more or less situate lying at Mouza Manikpur,

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J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in -

C.S. Khatian no.	R.S. Khatian No.	Dag no.	Area
	11	319	.15 sataks
	11	401	.05 sataks
	11	636	.05 sataks
121	122	529	.20 sataks
119	120	473	.08 sataks
170	171	396	.20 sataks
<del></del>	171	474	.71 sataks
	362	411	.46 sataks
	362	412	.41 sataks
	236	481	.68 sataks
	236	482	.06 sataks
236	236	519	.07 sataks
	309	487	.17 sataks
	309	546	.25 sataks
		Total -	3.54 acres

in the District of 24-Parganas more fully and particularly described in the Schedule thereunder written (hereinafter referred to as Samiran Bibi's land).

H. By another Danpatra (Deed of Gift) dated the 18th day of July, 1963 made between the said Samiran Bibi the Donor of the One Part and Allauddin Molla and Kamaluddin Molla, both then minors represented by their father and natural guardian Khorshed Ali Milla the Donees of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 104, Pages 212 to 215, Being No. 8643 for the year 1963, the said

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Samiran Bibi in consideration of her natural love and affection towards her said two step-sons the Donees therein granted transferred conveyed assured and assigned unto and in favour of the said Donees therein All That her entire land recited aforesaid.

- I. The said Allauddin Molla and Kamaluddin Molla thus became seized and possessed of and /or otherwise well and sufficiently entitled to All That the said Samiran Bibi's land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.
- J. By a Kobala dated the 25th day of December, 1974 made between Rama Krishna Mission therein referred to as the Vendor of the One Part and Khorshed Ali Molla therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No. I, Volume No.78, Pages 126 to 129, Being No.5021 for the year 1974, the said Rama Krishna Mission for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the said Khorshed Ali Molla All That the piece and parcel of land containing an area of 2.23 acres be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in-

C.S.Khatian no.	R.S. Khatian no.	Dag no.	Area
226	159	542	.06 sataks
236	552	481	.71 sataks
236	552	519	.07 sataks
	552	523	.31 sataks
309	553	487	.17 sataks
	553	546	.25 sataks
365	365	492	.57 sataks
	365	497	.15 sataks
·		Total -	2.23 acres

ADDITIONAL PERISTRAP OF ASSURANCES-I, KOLKATA

in the District of 24-Parganas more fully and particularly described in the Schedule thereunder written (hereinafter referred to as Khorshed Ali Molla's acquired land).

K. By three several Kobalas dated the 27th day of October, 1938 having Deed No. 3139, 18th day of September, 1957 having Deed No. 6532 and 26th day of November, 1954 having Deed No. 7153 and all registered with the Sub-Registrar, Baruipur and by virtue of inheritence from his parents the said Khorshed Ali Molla became seised and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 3.92½ Sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in-

C.S. Khatian no.	R.S. Khatian no.	Dag no.	Area
1	14	400	.24 sataks
	14	401	.04 sataks
	11	469	.70 sataks
	11	470	.57 sataks
	11	471	.18 sataks
	103	454	.50 sataks
	103	468	.01 sataks
	103	563/687	.08 sataks
	102	621	.10 sataks
		Total -	3.92½ acres

in the District of 24-Parganas (hereinafter referred to as Khorshed Ali Molla's inherited land).

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ADDITIONAL PETICTOAR OF ASSURANCES 4. KOLKATA

- L. By a Deed of Settlement dated the 20th day of November, 1984 made between the said Khorshed Ali Molla of the One Part and Jamaluddin Molla and Salauddin Molla of the Other Part and registered with the Sub-Registrar, Baruipur in Book No. I, Volume No. 37, Pages 421 to 427, Being No. 4432 for the year 1984, the said Khorshed Ali Molla created a trust in respect of his lands both acquired and inherited recited aforesaid with a direction that on his death the said properties would vest in the said Trustees as beneficiaries absolutely and forever.
- M. The said Jamaluddin Molla and Salauddin Molla thus became seized and possessed of and /or otherwise well and sufficiently entitled to All That the said Khorshed Ali Molla's acquired and inherited land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.
- N. The said Allauddin Molla has died intestate on the 8th day of June, 1995 leaving him surviving his widow the said Dulali Bibi, his five sons Zakir Hossain Molla, Tahir Hossain Molla, Altab Hossain Molla, Sajjad Hossain Molla, Sabir Hossain Molla and only daughter Farida Bibi as his only heirs and legal representatives who upon his death became jointly entitled to his undivided part or share in the said entire land absolutely and forever.
- O. The Vendors have agreed to sell and the Purchaser has agreed to sell out of the said lands recited aforesaid All That the piece and parcel of land containing an area of 10 sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, C.S. Khatian no. .. R.S. Khatian no. 147 L.R. Khatian

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ADDITIONAL REDISTRAR OF ASSURANCES-I, KOLKATA

nos.84,148, 269 and 779 Dag no. 516 Area 1 satak out of 13 sataks and C.S. Khatian no. 309 R.S. Khatian nos. 553 and 309, L.R. Khatian nos.84,148, 269 and 779 Dag no. 546 Area 9 sataks out of 49 sataks in the District of South 24-Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the said land) free from all encumbrances, charges, liens, lispendens, acquisition, requisition, attachments, trust of whatsoever nature at and for the consideration of Rs.1,81,500/- (Rupees one lac eighty one thousand five hundred only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,81,500/- (Rupees one lac eighty one thousand five hundred only) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said land) the Vendor doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the piece and parcel of land measuring 10 sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, C.S. Khatian no. .. R.S. Khatian no. 147 L.R. Khatian nos.84,148, 269 and 779 Dag no. 516 Area 1 satak out of 13 sataks and C.S. Khatian no. 309 R.S. Khatian nos. 553 and 309, L.R. Khatian nos.84,148, 269 and 779 Dag no. 546 Area 9 sataks out of 49 sataks in the District of South 24-Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon ( hereinafter

\* DDITIONAL PROBERANCE ASSURANCES-LINGLIKALA referred to as the said land) OR HOWSOEVER OTHERWISE the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendors into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendors or any other person or persons from whom they may procure the same without any action or suit **TO HAVE AND TO HOLD** the said land hereby granted and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendors do and each of them doth hereby covenant with the Purchaser **THAT** or thing by the Vendors or their deed NOTWITHSTANDING any act, predecessor or predecessors-in-interest done or executed or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof 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 aforesaid the Vendors have now in themselves good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the

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ADDITIONAL REGISTRAR OF ASSURANCES L. KOLKATA



use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for them the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

### THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an area of 10 sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station & Sub-Registry Office Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, C.S. Khatian no. .. R.S. Khatian no. 147 L.R. Khatian nos.84,148, 269 and 779 Dag no. 516 Area 1 satak out of 13 sataks and C.S. Khatian no. 309 R.S. Khatian nos. 553 and 309, L.R. Khatian nos.84,148, 269 and 779 Dag no. 546 Area 9 sataks out of 49 sataks in the District of South 24-Parganas as

ABDITIONAL DEGISTER OF ASSURANCESH, KOLKATA

shown and delineated in the map or plan annexed hereto and bordered in colour RED thereon.

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

SIGNED SEALED AND DELIVERED by

the within-named Vendors at Kolkata in the presence of:

Asou Bandyronom Adv. 2 Jakir Hossein Molla

3 Tahir Hossain mollo.

4 Altat Ho SSaln Molla

6 Seitin Heisain mally

: Farida bibi

5 separar John (such

9 Daniel reddie Molla

10 sungimutchian

ADDITIONAL PERISTRAR OF ASSURANCES LI KOLKATA



RECEIVED of and from the withinnamed Purchaser the within-mentioned sum of Rs. 1,81,500/- (Rupees one lac eighty one thousand five hundred only) being the full consideration money as per Memo below:-

### **MEMO OF CONSIDERATION**

DATE	PAY ORDER NO.	PAID TO	BANK/BRANCH	AMOUNT RS.
11.12.2006	622302	Farida Bibi	ABN AMRO Bank, Brabourne Road, Kolkata.	6,482.00
11.12.2006	622230	Kamaluddin Molla	- Do -	45,375.00
11.12.2006	622279	Sabir Hossain Molla	- Do <b>-</b>	6,482.00
11.12.2006	622119	Salauddin Molla	- Do -	45,375.00
11.12.2006	622187	Jamaluddin Molla	- Do -	45,375.00
11.12.2006	622132	Jakir Hossain Molla	- Do -	6,482.00
11.12.2006	622047	Altaf Hossain Molla	- Do -	6,482.00
11.12.2006	622262	Sajjad Hossain Molla	- Do -	6,482.00
11.12.2006	622064	Tahir Hossain Molla	- Do -	6,482.00
11.12.2006	Cash	Dulali Bibi		6,483.00
			Total :	Rs.1,81,500.00

### (RUPEES ONE LAC EIGHTY ONE THOUSAND FIVE HUNDRED ONLY)

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4 Albab Ho83 ain Molla-Sonjijano Hossain molla

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ADDITIONAL BEGISTEAR OF ASSURANCES-I, KOLKATA



#### SITE PLAN OF THE PLOTS AT MOUZA.MANIKPUR, POLICE STATION-SONARPUR, 24-PARGANAS(S) PORTION TO BE CONVEYED SHOWN IN RED BORDER. g g 3 513 514 45 24 84 650 56 56 Alter Hosson Mous Sangy CND Hossoi Nimoun Farida bibi

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# SPECIMEN FORM FOR TEN FINGER PRINTS

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ADDITIONAL REGISTRANCE ASSURANCESH, KOLKATA

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ADDITIONAL PEGISTRAR OF ASSURANCES-I, KOLKATA





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DATED THIS

DAY OF

2006

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Registered In TOUR NO. TOUR NO

**BETWEEN** 

MSST. DULALI BIBI & ORS.

.. VENDORS

AND

UDAY NIWAS PRIVATE LIMITED

.. PURCHASER



ACO TANAL BEGISTRAN OF ASSURANCES LIKOLKATA



ASSI NAMES I, KOLNATA

CONVEYANCE

VICTOR MOSES & CO., SOLICITORS & ADVOCATES, 6, OLD POST OFFICE STREET, KOLKATA-700 001.

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