



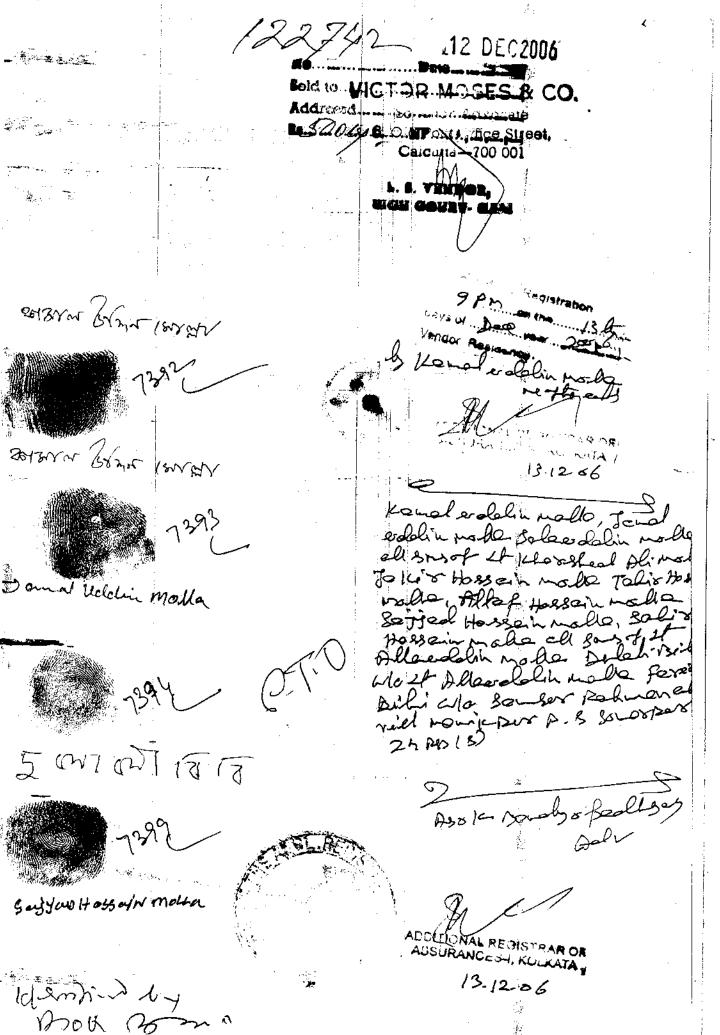
det kuie Zi, dniv stampoe

24-3.07 + 26-3.07 .11.850 x 2300 = 14150.00

FFA WAT W = 27.30 3 day of Delember Two Thousand Six THIS INDENTURE made this

- BETWEEN MSST. DULALI BIBI widow of the late Allauddin Molla, ZAKIR 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

55 7 55 7 25 8 11 1 25 8



dec

legal

COMME

Compar

Road, I

express

deemed

of the C

A.

Deed N

1949 l

6890,

having

Februa

No. 11

Februa

having

Ali Mo

and st

less si

Pargar

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 <u>ONE PART A N D ZEST</u>

<u>COMMERCIAL PRIVATE LIMITED</u> 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 <u>PURCHSER</u> (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, 1 th day of November, 1963 having Deed No. 11516, 29th day of November, 1963 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 amongst others became seised and possessed of and/or otherwise well and sufficiently entitled to All That the 2.82 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-

Alima Alima

elson

Alter Hossain Molla Farida bibi

C.S./ R.S./ C.S. L.R. DAG KHATIAN NO. NO.		G KHATIAN KHATIAN		TOTAL AREA IN EACH DAG in Satak	AREA OWNED BY KHORSHED ALI in Satak			
<u> </u>			148 84		26			
477	247	:	779	52				
		]	269					
		<del> </del>	148					
		17	84	59	10			
478	17		779	7 59				
	ļ	1	269					
···			148	<u>_</u> '				
	205	305	84	60 .	60			
485	305	305	779					
			269	<u> </u>				
	1.47		148					
E 4 0	147		84	- 88	39			
510	247	,	779	_				
	241		269	<u> </u>				
			148					
511	ļ	200	84	5	5 .			
311			779	<b></b> [:				
			269		<del> </del>			
			39/1	<b>_</b> i				
512		20	84	19	19			
512			182/1					
<u> </u>			61/1					
		148	39/n		48			
515	148		84	48				
910	1-0		182/1					
			61/1	<u> </u>				
		ļ	148		-			
517	146	146	84	<b>—</b> 17	12			
511	,,,		779					
			269		<del> </del>			
	159	518 159			148		17	
518				518 159	84	17		
0,0		ļ	779					
			269_					
	İ	159	148	<b>-</b>	. 6			
542	159		779	<del> </del> 6				
Q.4 <u>L</u>			269	$\dashv$				
		<del>                                     </del>	148					
545		159		<del> </del>	9			
	159		779	9				
			269	<del> </del>				
			148		<del></del>			
			84					
573	159		779	8	8			
			269	-				
1			709	23	23			

in the Schedi

B. and/oi said er

C.

made I

Kamal
and re

Pages

Molia
sons g
the sa
with p

vest in

D.

E. Satak 574 w (Requi

THIS TRANCES IT ADLKATA

182/1 61/1		2.82 acres -	
		182/1	

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 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 50 sataks (western side) out of Dag no. 510 (out of which 1 Satak belonged to Khorshed Ali Molla) 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.

dra

ij

Barana.

ş. Az

leavinį Molla, Hossai

part oi

represi

sufficion  $n_{\parallel}$   $n_{\parallel}$   $n_{\parallel}$   $n_{\parallel}$   $n_{\parallel}$ 

G.

nature

nomin

H.

HH.
Purch

Sonar

a little

Khati

61/1

ADDITIONAL WIGHS (PARTIE SURANCES I, KOLICATA (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 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.
- G. 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.
- H. The Vendors herein have agreed to sell and the Purchaser and its nominees have agreed to purchase All That the said entire land at the consideration and on the terms and conditions mutually agreed.
- HH. The Vendors herein have now by this indenture agreed to sell and the Purchaser has agreed to purchase **ALL THAT** the piece and parcel of land containing an area of 10 sataks (out of the total area of 48 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.148, R.S. Khatian no. ... L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 515, in the District of South 24-Parganas more fully and

F. Jan. 1,5

th char what lac e

agree

lac e of Inc exect them ackn relea heret ' Purch ( satak 1 situa Magu Khati Distri Schec annez the s

theree

numb

ditche

ASSURANCE DE JUNE ASSURAÇA

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 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 containing an area of 10 sataks (out of the total area of 48 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.148, R.S. Khatian no. ... L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 515, 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) 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,

ACTED MALRE HETRARDE

appy
den
san
wha
any
Ven
sam
gran
then

 $\frac{1}{2}$ 

prec suffc seize land be s othe

aford absc trans

at alc and :

inten

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** NOTWITHSTANDING any act, deed or thing by the Vendors or their 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 any such act, deed or thing whatsoever as 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 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

lie
tho
afo
equ
pa
tim
Pu
deo
sai
ma

(ou at

no

R.S

of he:

AFDITI NAL PTOISTRON OR ASSURANCE FI, KOLKATA 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 (out of the total area of 48 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.148, R.S. Khatian no. ... L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 515, in the District of South 24-Parganas, as shown and delineated in the map or plan annexed hereto and bordered in colour RED thereon.

the writte

SIGNED

the withi

in the pre

ink (Bo

ADDITIONAL REGISTRAR OF ASSURANCESH, KOLKATA 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:

SOK (Somdyvouvon

1. 5 cm cm 17 17

2 Jakir Hossen holla

3 Talis Aossans walls

4 Mart Hossain Molla

& Serbin Halkerin malla

Forrida kiki

8 selsen on godina 120th

Jamal Woldin molla

10 shortsing color

ADDITIONAL PROTECTOR F

11.

11.

-11 11

11

11

11

13

<u>w</u>

**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	622325	Farida Bibi	ABN AMRO Bank, Brabourne Road, Kolkata.	6,482.00
11.12.2006	622163	Kamaluddin Molla	- Do -	45,375.00
11.12.2006	622289	Sabir Hossain Molla	- Do -	6,482.00
11.12.2006	622117	Salauddin Molla	- Do -	45,375.00
11.12.2006	622146	Jamaluddin Molla	- Do -	45,375.00
11.12.2006	622087	Jakir Hossain Molla	- Do -	6,482.00
11.12.2006	622237	Altaf Hossain Molla	- Do -	6,482.00
11.12.2006	622244	Sajjad Hossain Molla	- Do -	6,482.00
11.12.2006	622086	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

WITNESSES :

Bandypandro Adv. Takis Hossain Holla

SUM PILA CAIM

4 Actab Hossain Molla S sojjanoHossain maka

& Subir Hessin many

Paride bibi

SOLMU PAWA (PAWA

Damal Voldie Malla

NDRTH A94

we thospain

somain Me

Hossaly.

Happenin m Happenin m La bibi Luckdin 1805 Luckdin 170

ASSURANCE H, KOLKATA

১৩%

Salin Ada

Parid

JEHRAM

ADDITIONAL REGIS (244 % ASSURANCES-I, KOLKATA

## SPECIMEN FORM FOR TEN FINGER PRINTS

		4			Marie Same
	Little	Ring	Middle	Fore	Thumb
27			(Left Hand)		
STAND THE SECOLIN			Middle		Little
Suffer Aussoln	Thumb	Fore	(Right Hand)	-	1111
				ige.	100
	Little	€Ring	Middle (Left Hand)	Fore	Thumb
	ANSIA	<del>                                     </del>	(Left Hand)		AR:
	Thumb	Fore	Middle	Ring	Little
abip Addain maller	- Me		(Right Hand)		-
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Little	Ring	Middle	Fore	Thumb
	w <sub>nath</sub>		(Left Hand)		
Paridabibi	Thumb	Fore	Middle	Ring	Little
VATSCASCIEC			(Right Hand	<u>}</u> _	
All Marie Control		al a		#35 1 . Ex. 7	
1000	Little	Ring	Middle	Fore	Thumb
		<u> </u>	(Left Hand	)	<u> </u>
	jayari jayari				
1	Thumb	) <b>*@3</b>	Middle	Ring	Little

ADDITIONAL REGISTRAN OF ABSURANCES-L KOLKATA

## SPECIMEN FORM FOR TEN FINGER PRINTS

		. \$200		
			. 15 66 5 July 1	1 1 1 1 1 1 Mg
		*	***************************************	179
		3		
Little	Ring	Middle	Fore	Thumb
Entite			:::45.	
	35			
Mintro.				
	41		ļ	
and the		N 4' 1 1b	D:	Little
Thumb	<u> Fore</u> _			Little
		(Right Hand	<u></u>	
L <del></del>	·	13		<del> </del>
		70 mm		
Little	Ring			Thumb
		(Lett Hand)		<u> </u>
: 			·	-2-
				T
			1.3.	
Thumb	Fore	Middle	Ring	Little
		(Right Hand	<u>)                                    </u>	
		<u> </u>		<del> </del>
			100	- Page 1
Series.		San Springer	(2月間 3月19年)	7564
Little	Ring	Middle	Fore	Thum
		(Left Hand	),	
!		31.		
İ				
John State of State o				
1	Fore	Middle	Ring	ttle
i				
<i>i</i>				~
	46.			
		<b>4</b>		
Little	Ring	Middle	Fore	Thumi
				. <b>8</b> 0e.
e Hillion				
Thurst		Man	Dina	Little
Inumo	rore			
		Thumb Fore  Little Ring  Thumb Fore  Little Ring  Little Ring	Thumb Fore Middle (Right Hand)  Little Ring Middle (Left Hand)  Thumb Fore Middle (Right Hand)  Little Ring Middle (Left Hand)  Thumb Fore Middle (Left Hand)	Thumb Fore Middle Ring (Right Hand)  Little Ring Middle Fore (Left Hand)  Thumb Fore Middle Ring (Right Hand)  Little Ring Middle Fore (Left Hand)  Little Ring Middle Ring (Right Hand)  Thumb Fore Middle Ring (Right Hand)

ADDITIONAL REDISTRAR OF ASSURANCESH, KOLKATA syn

# SPECIMEN FORM FOR TEN FINGER PRINTS

	·					
	Linke	Ring -	Middle	Fore	Thumb	-
		425	(Left Hand)			
	•					]   
James Erddin Mode	Thumb	Fore	Middle	Ring	Little	1
			(Right Hand	) 		 
						-
	Little	Ring	Middle	Fore	Thumb	
	AND ASS.	- 1000g	(Left Hand)			
सामार्य प्राध्या । स्वास्	Thumb	Fore	Middle	Ring	Little	
		<del> </del>	(Right Hand)	)	· · · · · · · · · · · · · · · · · · ·	
					<del></del>	
РНОТО	 				**	
	Little	Ring	Middle	Fore	Thumb-	
į	<u> </u>		(Left Hand)		·	
				- - -		
			ļ			
	Thumb	Forc	Middle	Ring	Little	
		<u>-</u>	(Right Hand)	<del></del>		
РНОТО		<u> </u>		* ***	:	(a) 20 (22)
	Little	Ring	Middle	Fore	Thumb	
•		· · · · · · · · · · · · · · · · · · ·	(Left Hand)			n er
					İ	
	Thumb	Fore	Middle	Ring	T :441	
ĺ			Right Hand)	ving	Little	

DDITIONALD SECTION OF OF ASSURANCE RULKOL KOLKATA



####################################

DATED THIS

13

DAY OF

2006

10 17 2007

BETWEEN

MSST. DULALI BIBI & ORS.

.. VENDORS

AND

ZEST COMMERCIAL PRIVATE

LIMITED

PURCHASER

ASSURANCE 0/5/07

CONVEYANCE

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

Scamming of