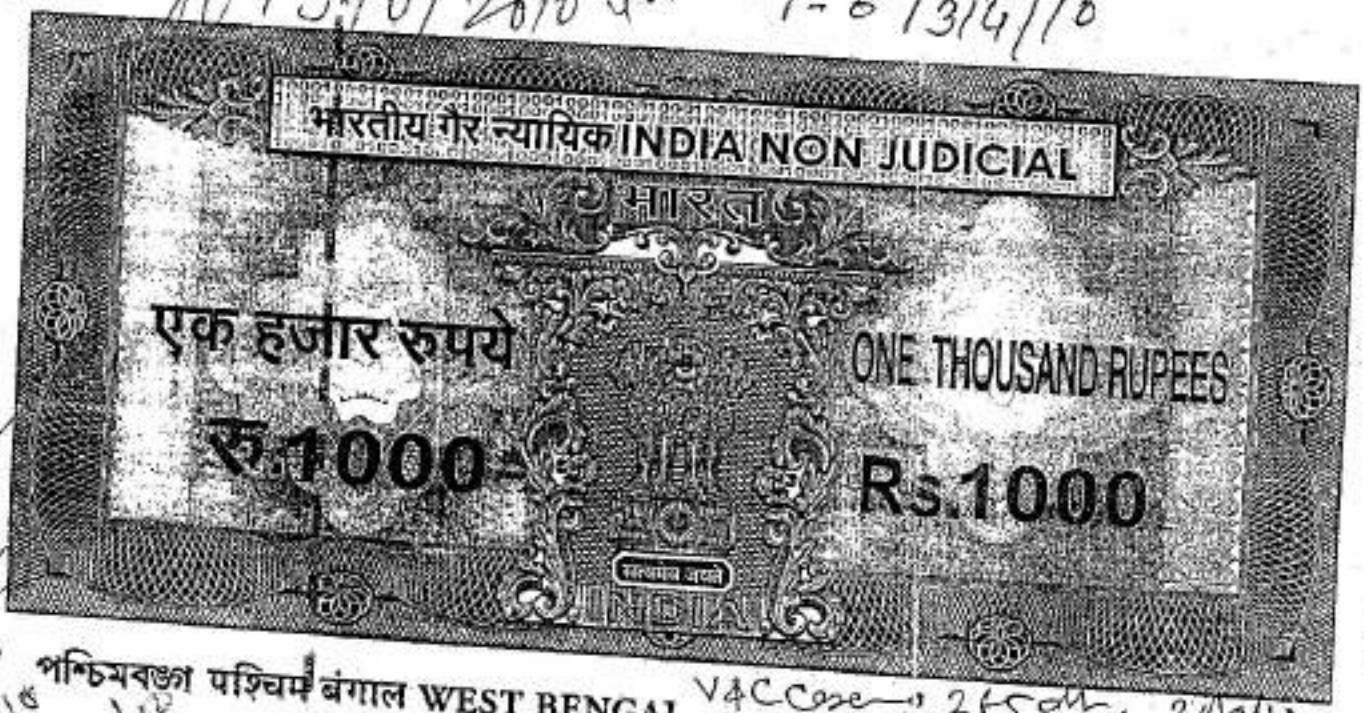


1.125 Salak

(13) (3)

10/3/70/2010 प → 1-0 13/4/10

94 → 875
125



301

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL VAC Case 2150th. 20/4/10
D 469091

301) 250
302) 150
450 received
20/4/10
20/4/10

Handwritten notes and signatures in the left margin, including '301' and '302'.

THIS INDENTURE made this the 20th day of April, 2010
BETWEEN (1) MUSTAQ MOLLAH alias MOSTAQUE MOLLAH, son of Late
Bahauddin Mollah and (2) MAMTAJ MOLLAH alias MUMTAZ BIBI, wife of Late
Bahauddin Mollah, both residing at Sarenga-15, Sarenga, Sankrail, Sadar, Howrah -

Certified that the document is admitted for registration. The signature sheets and the endorsement sheet attached with this document are the part of this document

Dist. Sub-Registrar-I
Allpore, South 24 Parganas
22 APR 2010

- MAPLE VANIJYA (P) LTD.
- APORV VANIJYA (P) LTD.
- AJEYA COMMODITIES (P) LTD.
- BUNFLOWER MARKETING (P) LTD.
- AKRITI VYAPAAR PVT. LTD.
- AKSHAR COMMODITIES (P) LTD.
- AVIKAR VYAPAAR PVT. LTD.
- VITAL DEALER PVT. LTD.

Signature
Authorized Signature

Handwritten signatures in Hindi script.

711 309, 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 ONE PART AND (1) M/S. AKRITI VYAPAAR PRIVATE LIMITED (2) M/S. AVIKAR VYAPAAR PRIVATE LIMITED, (3) M/S. AKSHAR COMMODITIES PRIVATE LIMITED, (4) M/S. AJEYA 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 4, Fairlie Place, Room No. 102, Kolkata - 700 001, their respective Income Tax Pan Nos. being AAGCA2828R, AAGCA2826B, AAGCA2833G, AAGCA2827A, AAGCA2831E, AAFCM3839F, AACCV6327Q and AALCS5564K, each represented by its authorized signatory, MR. ALOKE GUPTA, son of Late Abani Mohan Gupta, 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 OTHER PART:

WHEREAS:

- A. One Montaz Ali Mollah alias Mantaz Ali Mollah, son of Jabbar Ali Mollah alias Abdul Jabbar Mollah, was the full and absolute owner of All That the piece and parcel of sali land admeasuring 1.125 decimals more or less (equivalent to 10 Chittacks 40.05 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, respectively comprised in two separate R. S. Khatian Nos. being 94 and 4 (the respective entitlements in R. S. Khatian Nos. 94 (Touzi No. 13) and 4 (Touzi No. 6) being 0.875 decimals and 0.25 decimals respectively) J. L. No. 29, Police

Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), hereinafter referred to as the "Said Land", more specifically described in the SCHEDULE hereunder written.

- B. The said Montaz Ali Mollah alias Mantaz Ali Mollah died intestate whereupon with the consent and concurrence of the then surviving members of the family, including all the heirs and heiresses of Jabbar Ali Mollah alias Abdul Jabbar Mollah, the Said Land devolved in the collective names of Arfunessa Bibi, Bahauddin Mollah alias Ramauddin Mollah and Sahabuddin Mollah and the names of the said Arfunessa Bibi, Bahauddin Mollah and Sahabuddin Mollah were respectively mutated in respect of the Said Land in the record of rights of the concerned Block Land & Land Reforms Office, in their respective shares each, in each of the said Khatian Nos. 94 and 4.
- C. Subsequently, on the intestate death of the said Arfunessa Bibi, wife of the said Montaz Ali Mollah alias Mantaz Ali Mollah, with the consent and concurrence of the then surviving members of the concerned families, the share of Arfunessa Bibi in the Said Land devolved jointly in favour of the said Bahauddin Mollah and Sahabuddin Mollah, who thus jointly became entitled to the entirety of the Said Land, free from all encumbrances.
- D. The said Bahauddin Mollah died intestate leaving him surviving his wife Mamtaj Mollah alias Mumtaz Bibi (being the Vendor No. 2 herein) and only one son namely Mustaq Mollah alias Mostaque Mollah (being the Vendor No. 1 herein) as the only legal surviving heiress and heir, who thus jointly became entitled to the share of the said Bahauddin Mollah in the Said Land, free from all encumbrances.

- E. Thereafter, upon the intestate death of the said Sahabuddin Mollah (who was a bachelor) the share of the said Sahabuddin Mollah in the Said Land devolved upon his only surviving legal heir, namely the son of his brother, being the Vendor No. 1 herein, and thus the Vendor No. 1 became the full and absolute owner of the share of the said Sahabuddin Mollah in the Said Land, free from all encumbrances.
- F. Thus, the said Mustaq Mollah alias Mostaque Mollah and Mamtaj Mollah alias Mumtaz Bibi, being the Vendors herein, jointly became and are the full and absolute owners of the entirety of the Said Land, free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debutter, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession thereof.
- G. The Vendors further represent that no part or portion of the Said Land had or has been acquired and/or vested and/or has been the subject matter of any acquisition and/or vesting proceeding by any government or statutory authority and also represent and undertake that the Vendors have not dealt with the Said Land and/or any part or portion thereof in any manner whatsoever nor created any third party right, title or interest therein and the Vendors are in vacant, free, peaceful and physical possession of the entirety of the Said Land, with clear and marketable title.
- H. Relying on the aforesaid representations of the Vendors and acting solely on the faith and basis thereof, the Purchasers herein have agreed to purchase the Said Land in vacant free peaceful and physical possession, free from all encumbrances, liens, lispendens, mortgages, charges, trusts, bargas, attachments, acquisition,

requisition, alignment etc. whatsoever or howsoever in lieu of the consideration and on the terms and conditions recorded hereunder.

NOW THIS INDENTURE WITNESSETH as follows:

- I. In pursuance of the aforesaid and in consideration of the total sum of Rs. 2,97,705/- (Rupees Two lacs Ninety Seven Thousand Seven Hundred and Five only) paid by the Purchasers to the Vendors (the receipt whereof 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 and each of them as well as the Said Land) the Vendors and each of them 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 1.125 decimals more or less (equivalent to 10 Chittacks 40.05 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, respectively comprised in two separate R. S. Khatian Nos. being 94 and 4 (the respective entitlements in R. S. Khatian Nos. 94 (Touzi No. 13) and 4 (Touzi No. 6) being 0.875 decimals and 0.25 decimals respectively) J. L. No. 29, Police Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), within the limits of the Kolkata Municipal Corporation, herein referred to as the "Said Land", 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, lispensens, mortgages, charges, trusts, debutter, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession thereof **TOGETHER WITH** all the ways paths passages under-ways sewers drains trees shrubs water courses rights lights liberties easements privileges advantages

appendages and appurtenances whatsoever thereunto belonging or in anywise
 appertaining thereto or any part thereof or 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 the Vendors and each of them into and upon or in respect of the Said Land and
 every part thereof **AND** all deeds, pattahs, muniments, writings and evidences of
 title which in any wise relate to the Said Land 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 the Vendors 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 Land 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 each of them do hereby covenant with and
 undertake and warrant to the Purchasers (1) that the Vendors and each of them are
 absolutely entitled to the Said Land free from all encumbrances, liens, lispendens,
 mortgages, charges, trusts, debutter, wakf, bargadars, trespassers, attachments,
 acquisitions, requisitions, alignment etc. whatsoever or howsoever **AND** (2) that
 the interest which the Vendors and each of them do hereby profess to transfer, sell
 and convey subsists and that notwithstanding any act, deed, matter or thing by the
 Vendors or any of them at any time done or executed or knowingly suffered to the

contrary, the Vendors and each of them have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Land 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 none of the Vendors have at any time done or executed any deeds, documents or writings or knowingly suffered or been party or privy to any act, deed, matter or thing, whereby the Said Land or any part thereof and/or all other rights, title hereby transferred, assigned and assured and/or intended so to be can or may be impeached, encumbered or affected in title AND (4) 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 Land and all other rights, 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 any of the Vendors or any person or persons whomsoever AND (5) 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 lispensens debts attachments execution claims demands encumbrances and liabilities whatsoever made or suffered by any of the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND (6) that all rents land revenue rates taxes and other outgoings whatsoever payable in respect of the Said Land have been paid and satisfied in full by the Vendors upto the date of these presents AND (7) that the Vendors and each of them and all persons having or lawfully or equitably claiming any right title interest property claims or demand whatsoever in or upon the Said Land 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 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 Land and every part thereof unto and to the use of the Purchasers, as shall or may be required AND (8) that the Vendors and each of them do hereby and hereunder appoint, constitute and nominate the Purchasers herein, jointly and/or severally, for and on behalf of the Vendors, to do, execute and perform such acts, deeds, matters, things and assurances whatsoever in respect of the Said Land, as the Purchasers may so determine at their sole and absolute discretion including but not limited to, for further better and more perfectly and effectually assuring and transferring the Said Land and every part thereof unto and to the use of the Purchasers AND (9) that the Vendors and each of them shall keep each of the Purchasers fully saved defended harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever or howsoever in respect of the Said Land and every part thereof.

THE SCHEDULE ABOVE REFERRED TO

("Said Land")

All That the piece and parcel of sali land admeasuring 1.125 decimals more or less (equivalent to 10 Chittacks 40.05 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, respectively comprised in two separate R. S. Khatian Nos. being 94 and 4 (the respective entitlements in R. S. Khatian Nos. 94 (Touzi No. 13) and 4 (Touzi No. 6) being 0.875 decimals and 0.25 decimals respectively, each of which entitlements are presently recorded in the names of Arfunessa Bibi, Bahauddin Mollah and Sahabuddin Mollah in their respective proportionate share therein) J. L. No. 29, Police Station

Jadavpur (formerly Tollygange), Mouza Patuli, District 24 Parganas (South), within the limits of the Kolkata Municipal Corporation, and bordered RED on the plan annexed hereto and butted and bounded as follows:

- ON THE NORTH: By Dag No. 44 Mouza Chakmasar;
- ON THE EAST: By a portion of Dag No. 146, Mouza Patuli;
- ON THE WEST: By a portion of Dag No. 146, Mouza Patuli;; and
- ON THE SOUTH: By a portion of Dag No. 146, Mouza Patuli.

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:

Handwritten signatures in Bengali script.

Radhika Singh
Patuli S/B F19
KOL - 94

Read over and explained in Bengali to each of the Vendors.

Azfarul Islam Molli
316 Lohi Noor ahmed Molli
Samanga. Sakhrad
stowrah
711309

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

Dilip Roy
Hindmatars.
Dist. Hooghly
Pin - 712233

HAPI VANIJYA (P) LTD.
 APO RV VANIJYA (P) LTD.
 JY4-COMMODITIES (P) LTD.
 SUNFLOWER MARKETING (P) LTD.
 AKSHAR VYAPAAR PVT. LTD.
 AKSHAR COMMODITIES (P) LTD.
 AVIKAR VYAPAAR PVT. LTD.
 VITAL DEALER PVT. LTD.

Authorized Signatory.

Drafted by:
Radhika Singh
Radhika Singh
Advocate
High Court
Calcutta

MEMO OF CONSIDERATION

Received by the withinnamed Vendors from the withinnamed Purchasers a sum of Rs. 2,97,705/- (Rupees Two lacs Ninety Seven Thousand Seven Hundred and Five only) being the entire consideration in lieu of the Said Land in terms of these presents, as follows:-

By cash

Rs. 2,97,705/-

(Rupees Two lacs Ninety Seven Thousand Seven Hundred and Five only)

কোম্পানীতে কোম্পানী
২৯৭৭০৫ টাকা

Signature of the Vendors

Read over and explained in Bengali to each of the Vendors.

WITNESS:












Radhikani
Patil 5/13 F/19
Kat - 94

Azizul Djalani Mulla
B/o Late Noor Ahmed Mulla
Serenga, Sakranil
HOURAH
711309












SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908












N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 <i>M. S. S. S.</i>	LH.					
	RH.					

ATTESTED :-

 <i>CHANDRA CHAIT</i>	LH.					
	RH.					

ATTESTED :-

 <i>CHANDRA CHAIT</i>	LH.					
	RH.					

ATTESTED :-



Government Of West Bengal
Office Of the D.S.R.-I SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : 1 - 01314 of 2010
(Serial No. 01370 of 2010)

On 20/04/2010

Presentation(Under Section 52 & Rule 22A(3), 46(1), W.B. Registration Rules,1962)

Presented for registration at 19.30 hrs on :20/04/2010, at the Private residence by Alope Gupta
 Claimant.

Admission of Execution(Under Section 58, W.B. Registration Rules,1962)

Execution is admitted on 20/04/2010 by

1. Mustaq Mollah Alias Mostaque Mollah, son of Late Bahauddin Mollah , Sarenga -15, Sarenga , Sankrail , Sadar, Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711309 , By Caste Muslim, By Profession : Others
2. Mamtaj Mollah Alias Mumtaz Bibi, wife of Late Bahauddin Mollah , Sarenga -15, Sarenga , Sankrail , Sadar, Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711309 , By Caste Muslim, By Profession : House wife
3. Alope Gupta
 Authorized Signatory, M/s Akriti Vyapear Private Limited, Pan No- Aagca2828r, P-95, Lake View Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .
 Authorized Signatory, M/s Avikar Vyapear Private Limited, Pan No- Aagca2826b, P-95, Lake View Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .
 Authorized Signatory, M/s Akshar Commodities Private Limited, Pan No- Aagca2833g, P-95, Lake View Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .
 Authorized Signatory, M/s Ajeya Commodities Private Limited, Pan No- Aagca2827a, P-95, Lake View Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .
 Authorized Signatory, M/s Apoorv Vanijya Private Limited, Pan No- Aagca2831e, P-95, Lake View Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .
 Authorized Signatory, M/s Maple Vanijya Private Limited, Pan No- Aafcm3839f , Room- No-102, 4, Fairlie Place, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .
 Authorized Signatory, M/s Vital Dealer Private Limited, Pan No- Aaccv6327q, 4, Fairlie Place, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .
 Authorized Signatory, M/s Sunflower Marketing Private Limited, Pan No- Aalcs5564k, 4, Fairlie Place, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .
 By Profession : Business
 Identified By Azizul Islam Molla, son of Late Noor Ahamed Molla, Sarenga, Sankrail , Howrah, Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Others.

(Abani Kumar Dey)
 DISTRICT SUB-REGISTRAR-I

(Abani Kumar Dey)
 DISTRICT SUB-REGISTRAR-I

22/04/2010 03:31:00



Government Of West Bengal
Office Of the D.S.R.-I SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 01314 of 2010
(Serial No. 01370 of 2010)

On 21/04/2010

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-297705/-

Certified that the required stamp duty of this document is Rs.- 17882 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

(Abani Kumar Dey)
 DISTRICT SUB-REGISTRAR-I

On 22/04/2010

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 3267/- ; E = 14/- ; H = 28/- ; M(b) = 4/- on 22/04/2010

Deficit stamp duty

Deficit stamp duty Rs. 18000/- is paid, by the draft number 077589, Draft Date 29/03/2010, Bank Name State Bank of India, SERVICE BR. KOLKATA, received on 22/04/2010

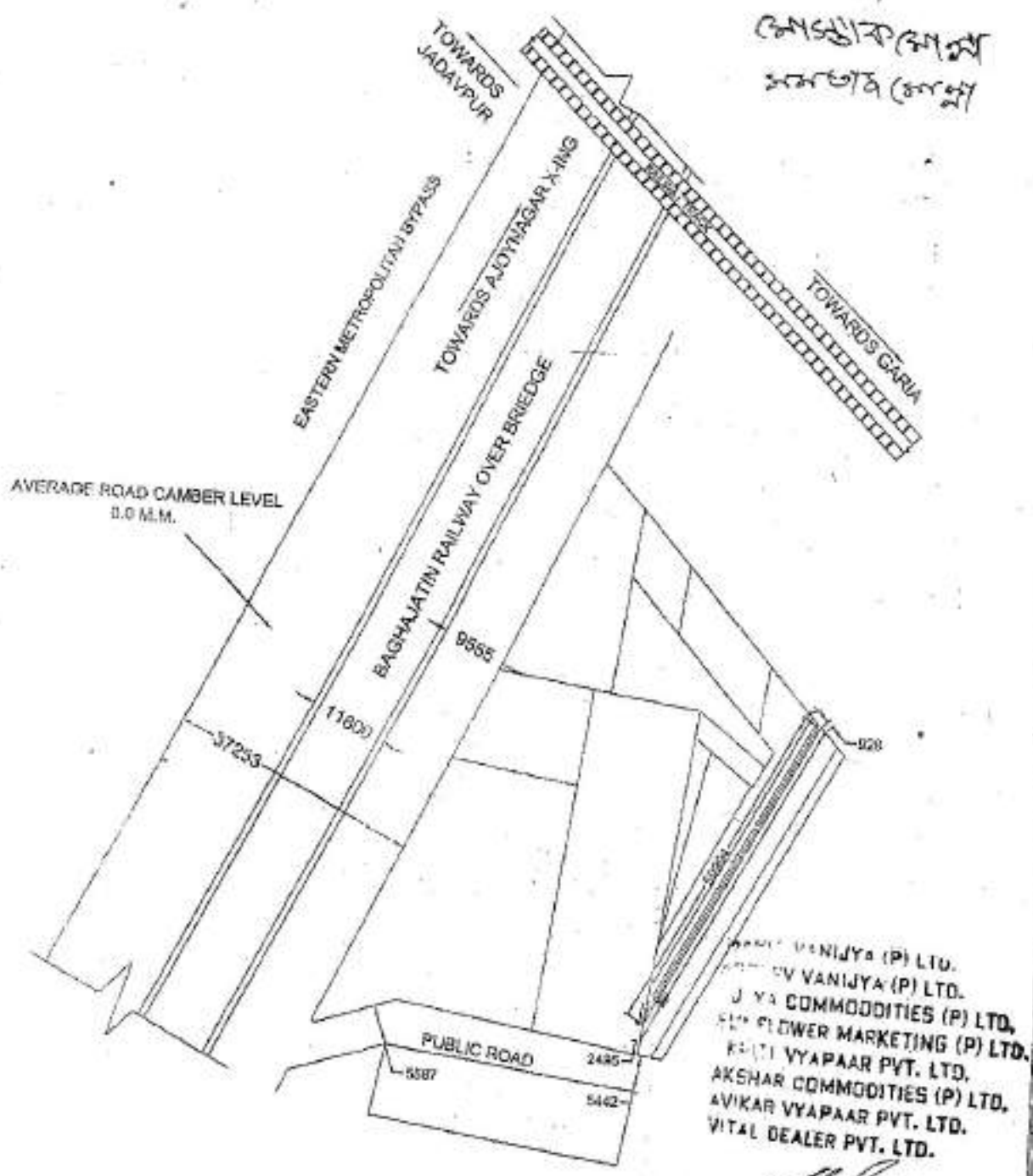
(Abani Kumar Dey)
 DISTRICT SUB-REGISTRAR-I



(Abani Kumar Dey)
 DISTRICT SUB-REGISTRAR-I

P15

কেন্দ্রীয়
সরকার (কেন্দ্র)



- ... VANIJYA (P) LTD.
- ... V VANIJYA (P) LTD.
- ... YA COMMODITIES (P) LTD.
- ... FLOWER MARKETING (P) LTD.
- ... TI VYAPAAR PVT. LTD.
- AKSHAR COMMODITIES (P) LTD.
- AVIKAR VYAPAAR PVT. LTD.
- VITAL DEALER PVT. LTD.

[Signature]
Authorized Signatory

SITE PLAN OF R.S. DAG NO.-146(P), MOUZA- PATULI, J.L. NO.-29, P.S.-JADAVPUR, KOLKATA.

TOTAL LAND AREA --
45.50 SQ.M / 00KH.-10CH.- 40.00 SQ.FT. (1.125 SAT.)



NOT TO SCALE

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 1269 to 1284
being No 01314 for the year 2010.



(Abani Kumar Dey) 23-April-2010
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R.-I SOUTH 24-PARGANAS
West Bengal

13
DATED THIS 20th DAY OF April 2010

BETWEEN

MUSTAQ MOLLAH & ANR.

... VENDORS

AND

M/S. AKRITI VYAPAAR PRIVATE
LIMITED & ORS.

... PURCHASERS

INDENTURE

Radhika Singh & Co.,
Advocates,
"Nicco House",
2nd floor,
2, Hare Street,
Kolkata - 700 001.