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3-2238/10

1-02079/10



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

VAC Case No. 41202/17/6/10 H 004496

29/6/10

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

J1) 250/-
 J2) 300/-
 550/- reason
 a 17/6/10
 23/6/10

Dist. Sub-Registrar-1
Alipore, South 24 Parganas

29 JUN 2010

THIS INDENTURE made this the 23rd day of June 2010

BETWEEN SUBIR DUTTA, son of Late Sukumar Dutta, residing at 49/58, Prince Gulam Mohammed Shah Road, Kolkata - 700 073, having Income Tax Pan No. AFYPD5024N, hereinafter referred to as the "VENDOR" (which expression shall mean

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

Director / Authorized Signatory

VAC NO 80402/10

J1) - 250/-
 J2) - 300/-
 550/-

Subir D. D.

and include his 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 Ajijur Rahaman Halder alias Haji Ajijur Rahaman Halder was the full and absolute owner of All That the piece and parcel of sali land admeasuring 3.3 decimals more or less, situate in a portion of R. S. Dag No. 146, comprised in two separate R. S. Khatian Nos., being R. S. Khatian No. 94 (Touzi No. 13) and R. S. Khatian No. 4 (Touzi No. 6) (the share of the said Ajijur Rahaman Halder in each of the said Khatian Nos. being 3 annas out of the total 16 annas of land respectively comprised therein), J. L. No. 29, Police Station Jadavpur (formerly

Tollygunge), District 24 Parganas (South), hereinafter referred to as the "Larger Land".

- B. The said Ajijur Rahaman Halder alias Haji Ajijur Rahaman Halder was married to Rokeya Bibi alias Rokeya Halder and both of them did not have any children, and as such during his life time, the said Ajijur Rahaman Halder alias Haji Ajijur Rahaman Halder, inter alia, gifted the entirety of the Larger Land unto and in favour of his wife, the said Rokeya Bibi alias Rokeya Halder.
- C. The said Ajijur Rahaman Halder alias Haji Ajijur Rahaman Halder died intestate on 29th January, 1992, leaving him surviving his wife, the said Rokeya Bibi alias Rokeya Halder, as his only heir.
- D. The said Rokeya Bibi alias Rokeya Halder became absolutely entitled to the entirety of the said Larger Land by virtue of the aforesaid gift made in her favour by the said Ajijur Rahaman Halder, which was also consented to and concurred by all the other surviving members of the family including but not limited to all the heirs and heiresses of the said Ajijur Rahaman Halder, and the same was accordingly recorded in the faraznama, declaring the said Rokeya Bibi as the full and absolute owner of the Larger Land, to the exclusion of all.
- E. By a Bengali deed dated 18th July, 2007, registered with the Additional District Sub-Registrar Alipore, South 24 Parganas, in Book No. 1, CD Volume No. 33, Pages 4463 to 4475, Being No. 07553 for the year 2009, the said Rokeya Bibi, therein described as the Vendor, sold and transferred in favour of Subir Dutta, the Vendor herein, therein described as the Purchaser, a portion of the said Larger Land, being the entirety of the land recorded in the name of the said Ajijur

Rahaman Halder alias Haji Ajijur Rahaman Halder in R. S. Khatian No. 94 admeasuring 2.6 decimals more or less.

- F. Thus, the said Subir Dutta became the full and absolute owner of All That the piece and parcel of sali land comprised in a portion of R. S. Dag No. 146, being the entirety of the land recorded in the name of the said Ajijur Rahaman Halder alias Haji Ajijur Rahaman Halder in R. S. Khatian No. 94, admeasuring 2.6 decimals more or less, Touzi No. 13, J. L. No. 29, Police Station Jadavpur (formerly Tollygunge), District 24 Parganas (South), hereinafter referred to as the "Said Land", more specifically described in the SCHEDULE hereunder written.
- G. Thus, the Vendor herein became and is the full and absolute owner of the entirety of the Said Land, free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttur, wakf, bargadars, tenants, occupants, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, and is in vacant, peaceful and physical possession thereof.
- H. The Vendor further represents 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 represents and undertakes that the Vendor has not dealt with the Said Land and/or any part or portion thereof in any manner whatsoever nor created any third party right or title or interest therein and the Vendor is in vacant, free, peaceful and physical possession of the Said Land, with clear and marketable title.
- I. Relying on the aforesaid representations of the Vendor 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, wakfs, bargadars, tenants 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. 6,59,653/- (Rupees Six lacs Fifty Nine Thousand Six Hundred and Fifty Three only) paid by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby as also by the memo hereunder admits and acknowledges and of and from the same and every part thereof forever acquits, releases and discharges the Purchasers and each of them as well as the Said Land) the Vendor doth 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 comprised in a portion of R.S. Dag No. 146, being the entirety of the land recorded in the name of Ajjur Rahaman Halder alias Haji Ajjur Rahaman Halder in R. S. Khatian No. 94 admeasuring 2.6 decimals more or less, Touzi No. 13, 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, lispendens, mortgages, charges, trusts, debutter, wakf, bargadars, tenants, occupants, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession **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 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 the Vendor 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 Vendor, his executors, administrators or representatives or any person from whom the Vendor 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 Vendor doth hereby covenants with and undertakes and warrants to the Purchasers (1) that the Vendor is absolutely entitled to the Said Land free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debutter, wakf, bargadars, tenants, occupants, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever **AND** (2) that the interest which the Vendor doth hereby professes to transfer, sell and convey subsists and that notwithstanding any act, deed, matter or thing by the Vendor, at any time done or executed or knowingly suffered to the

contrary, the Vendor has 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 Vendor has not 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 the Vendor 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 Vendor or any person or persons lawfully or equitably claiming as aforesaid AND (6) that all rents, rates, taxes and other outgoings whatsoever payable in respect of the Said Land have been paid and satisfied in full by the Vendor upto the date of these presents AND (7) that the Vendor 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 Vendor 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 reasonably required AND (8) that the Vendor doth hereby and hereunder appoints, constitutes and nominates the Purchasers herein, jointly and/or severally, for and on behalf of the Vendor, 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 Vendor 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 or any part thereof.

THE SCHEDULE ABOVE REFERRED TO

("Said Land")

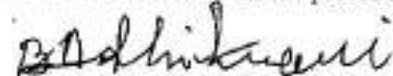
All That the piece and parcel of sali land comprised in a portion of R.S. Dag No. 146, being the entirety of the land recorded in the name of Ajijur Rahaman Halder alias Haji Ajijur Rahaman Halder, in R. S. Khatian No. 94 admeasuring 2.6 decimals more or less, Touzi No. 13, J. L. No. 29, Police Station Jadavpur (formerly Tollygunge), 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 portion of Dag No. 146, Mouza Patuli;
ON THE EAST: By portion of Dag No. 146, Mouza Patuli;
ON THE WEST: By portion of Dag No. 146, Mouza Patuli; and
ON THE SOUTH: By portion of Dag No. 146, Mouza Patuli.

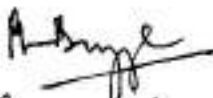
OR HOWSOEVER THE SAME MAY BE BUTTED BOUNDED KNOWN AND NUMBERED

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
 VENDOR at Kolkata in the presence of:

1. 
 S/o. Late Bhadradas Das Adhikari
 Patuli Sector - B, F-19
 Kol-94
2. Jai Chhajra
 127 Ho chi minh Sarani
 Kolkata 700061

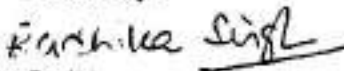
EXECUTED AND DELIVERED by the
 PURCHASERS at Kolkata in the presence of:

1. 
 Pramod Kumar Duggal
 (Pramod Kumar Duggal)
 s/o Late Manohar Lal Duggal
 10A, Chapel Road, Hastings,
 Kolkata-700022

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


 Director / Authorized Signatory

Drafted by:













 Radhika Singh
 Advocate
 High Court
 Calcutta

SIG.ATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAJMENT
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. Singh</i>	LH.					
	RH.					

ATTESTED :-

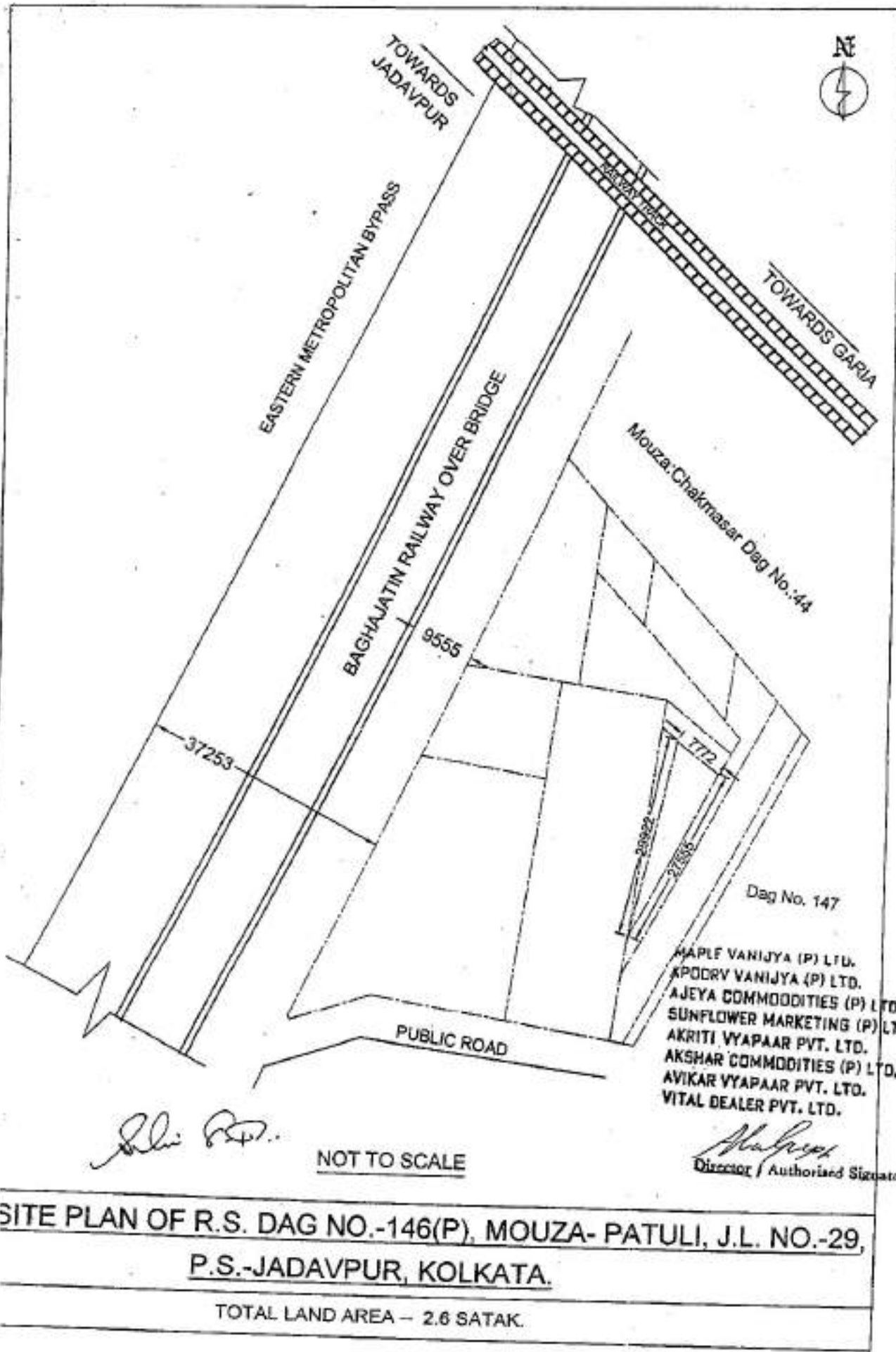
	LH.					
	RH.					

John S. D.

ATTESTED :-

PHOTO	LH.					
	RH.					

ATTESTED :-



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

TOTAL LAND AREA - 2.6 SATAK.



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

Endorsement For Deed Number : I - 02079 of 2010
(Serial No. 02238 of 2010)

On 23/06/2010

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

Presented for registration at 19.00 hrs on :23/06/2010, at the Private residence by Aloke Gupta ,Claimant.

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

Execution is admitted on 23/06/2010 by

1. Subir Dutta, son of Late Sukumar Dutta , 49/58, Prince Gulam Mohammed Shah Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700073 , By Caste Hindu, By Profession : Others
2. Aloke Gupta
Director, M/s. Akriti Vyapaar Private Limited, P-95, Lake View Road, Pan No - Aagca2828r, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .

Director, M/s. Avikar Vyapaar Private Limited, P-95, Lake View Road, Pan - Aagca2826b, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .

Director, M/s. Ahshar Commodities Private Limited, P-95, Lake View Road, Pan - Aagca2833g, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .

Director, M/s. Ajeya Commodities Private Limited, P-95, Lake View Road, Pan - Aagca2827a, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .

Director, M/s. Apoorv Vanijya Private Limited, P-95, Lake View Road, Pan - Aagca2831e, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 .

Director, M/s. Maple Vanijya Private Limited, 4, Fairlie Place, Room No 102, Pan No Aafcm3839f, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .

Director, M/s. Vital Dealer Private Limited, 4, Fairlie Place, Room No 102, Pan No Aaccv6327q, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .

Director, M/s. Sunflower Markiting Private Limited, 4, Fairlie Place, Room No 102, Pan No Aalcs5564k, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .
By Profession : Business
Identified By Subhendu Chatterjee, son of . . , High Court Calcutta, Kolkata, Thana:-HARE STREET, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

On 24/06/2010

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

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I
EndorsementPage 1 of 2

24/06/2010 03:55:00 P



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

Endorsement For Deed Number : I - 02079 of 2010
(Serial No. 02238 of 2010)

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) = 7249/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 24/06/2010

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.-659653/-

Certified that the required stamp duty of this document is Rs.- 39599 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 40000/- is paid, by the draft number 396083, Draft Date 22/06/2010, Bank Name State Bank of India, SARAT BOSE ROAD, received on 24/06/2010

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 1698 to 1713
being No 02079 for the year 2010.



(Abani KumarDey) 24-June-2010
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R.-I SOUTH 24-PARGANAS
West Bengal

MEMO OF CONSIDERATION

Received by the withinnamed Vendor from the withinnamed Purchasers a sum of Rs. 6,59,653/- (Rupees Six lacs Fifty Nine Thousand Six Hundred and Fifty Three only) being the entire consideration in lieu of the Said Land in terms of these presents, as follows:-

i) Cheque No. 036946 dated 22/12/2009, drawn on Union Bank of India, Strand Road Branch, Kolkata	- Rs. 3,00,000/-
ii) Cash	- Rs. 3,59,653/-
Total	- Rs. 6,59,653/-

(Rupees Six lacs Fifty Nine Thousand Six Hundred and Fifty Three only)



Signature of the Vendor

WITNESS:

1. *Bhadrakanti*
1/10 Late Bhadrakanti Adhikari,
Patali sector - B, P-19, Kol-94
2. Jai Chajer
127 Ho Chi Minh Searani
Kolkata - 700008

ATM Hand to PLS
Sec 44(A)
DLPO

DATED THIS 17th DAY OF December 2009

BETWEEN

SUBIR DUTTA

... VENDOR

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
- (6) M/S. MAPLE VANIJYA PRIVATE LIMITED
- (7) M/S. VITAL DEALER PRIVATE LIMITED
- (8) M/S. SUNFLOWER MARKETING PRIVATE LIMITED

... PURCHASERS

INDENTURE

Radhika Singh & Co.,
Advocates,
"Nico House",
2, Hare Street,
Second Floor,
Kolkata - 700 001.