

242-3 Salak  
251-2 Salak

(1)

104285/09

1-03895/09



West Bengal WEST BENGAL

Case No. 850 on 12/12/09  
G 329342

30/250

30/75

325/- realm

12/12/09

District Sub-Registrar  
Alipore, South 24 Parganas

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.

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

8 DEC 2009

8 DEC 2009

THIS INDENTURE made this the 17th day of December 2009  
BETWEEN BHABESH ADHIKARI, son of Late Bhadreswar Adhikari, residing at  
Patuli, Sector BF-19, Kolkata - 700 094, having Income Tax Pan No. AKEPA9501A,  
hereinafter referred to as the "VENDOR" (which expression shall mean and include

*Bhabesh Adhikari*

V/COR. NO. 8887/09  
325/-

31/12/09  
8378/09

31/12/09  
8378/09

Parganas (South), hereinafter referred to as the "Said Land", more specifically described under the SCHEDULE hereunder written.

- B. The said Saherbanu Bibi had only one son, namely Noor Mohammed Mistri, and after the intestate death of the said Saherbanu Bibi, ultimately the Said Land devolved upon the grandson of Saherbanu Bibi, namely Manirul Islam Mistri alias Manirul Mistri, son of Noor Muhammed Mistri, who thus became absolutely entitled to the entirety of the Said Land, free from all encumbrances.
- C. By an Indenture dated 11<sup>th</sup> October, 2007, registered with the Additional District Sub-Registrar, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 33, Pages 4420 to 4436, Being No. 07551 for the year 2009, the said Manirul Islam Mistri alias Manirul Mistri, therein described as the Vendor, sold, transferred and conveyed in favour of the Vendor herein, namely Bhabesh Adhikari, therein described as the Purchaser, All That the entirety of the Said Land together with a tile shed thereon admeasuring 100 sq.ft. more or less, and thus the Vendor herein became the full and absolute owner of the entirety of the Said Land, free from all encumbrances.
- D. Thus, the Vendor herein represents that the Vendor became the full and absolute owner of the entirety of the Said Land, free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttur, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession thereof.
- E. 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

recorded in R.S. Khatian Nos. 242 and 251 being 5 decimals and 2 decimals respectively), J.L. No. 29, Touzi No. 13, 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, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession **TOGETHER WITH** all the ways paths passages structures 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 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, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever AND (2) that 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 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 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 Vendor 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 lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND (5) 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 (6) that the Vendor 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 (7) that the Vendor shall keep each of the Purchasers sufficiently 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.

**THE SCHEDULE ABOVE REFERRED TO**

("Said Land")

All That the piece and parcel of laiyak jungle land admeasuring 7 decimals more or less (equivalent to 4 cottahs 3 chittacks and 34 sq.ft. more or less) together with a tile shed situate thereon admeasuring 100 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 242 and 251 (the respective areas recorded in R.S. Khatian Nos. 242 and 251 being 5 decimals and 2 decimals respectively), J.L. No. 29, Touzi No. 13, <sup>26</sup>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 a portion of R.S. Dag No. 44, Mouza Chakmasar;
- ON THE EAST:** By a portion of R.S. Dag No. 146, Mouza Patuli;
- ON THE WEST:** By a portion of R.S. Dag No. 146, Mouza Patuli; and
- ON THE SOUTH:** By a portion of R.S. 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. *Sulini Dutta*  
FS, Bally Jaguamda  
H.O. 33
2. *Jai Chajer*

*[Signature]*

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

1. *Dilip Roy*  
Hindmatari Hooghly  
Pin - 712233.
- 2.

MAPLE VANIJYA (P) LTD.  
APC PV VANIJYA (P) LTD.  
AJYA COMMODITIES (P) LTD.  
SUNFLOWER MARKETING (P) LTD.  
JYOTI VYAPAAR PVT. LTD.  
AKSHAR COMMODITIES (P) LTD.  
AVIKAR VYAPAAR PVT. LTD.  
VITAL DEALER PVT. LTD.

*[Signature]*

Director / Authorized Signatory

Drafted by:  
*Radhika Singh*  
Radhika Singh  
Advocate  
High Court  
Calcutta

MEMO OF CONSIDERATION

Received by the withinnamed Vendor from the withinnamed Purchasers a sum of Rs. 11,85,722/- (Rupees Eleven lacs Eighty Five Thousand Seven Hundred and Twenty Two only) being the entire consideration payable in lieu of the Said Land in terms of these presents, as follows:-

i) By cash	Rs. 2,45,722/-
ii) By Cheque No. 036924, dated 21.11.2009 drawn on Union Bank of India, Strand Road Branch, Kolkata for	Rs. 5,00,000/-
iii) By Pay Order No. 040927, dated 10.12.2009 drawn on Union Bank of India, Strand Road Branch, Kolkata for	Rs. 4,40,000/-
	<u>Rs. 11,85,722/-</u>

(Rupees Eleven lacs Eighty Five Thousand Seven Hundred and Twenty Two only)

























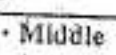
*[Handwritten Signature]*

Signature of the Vendor

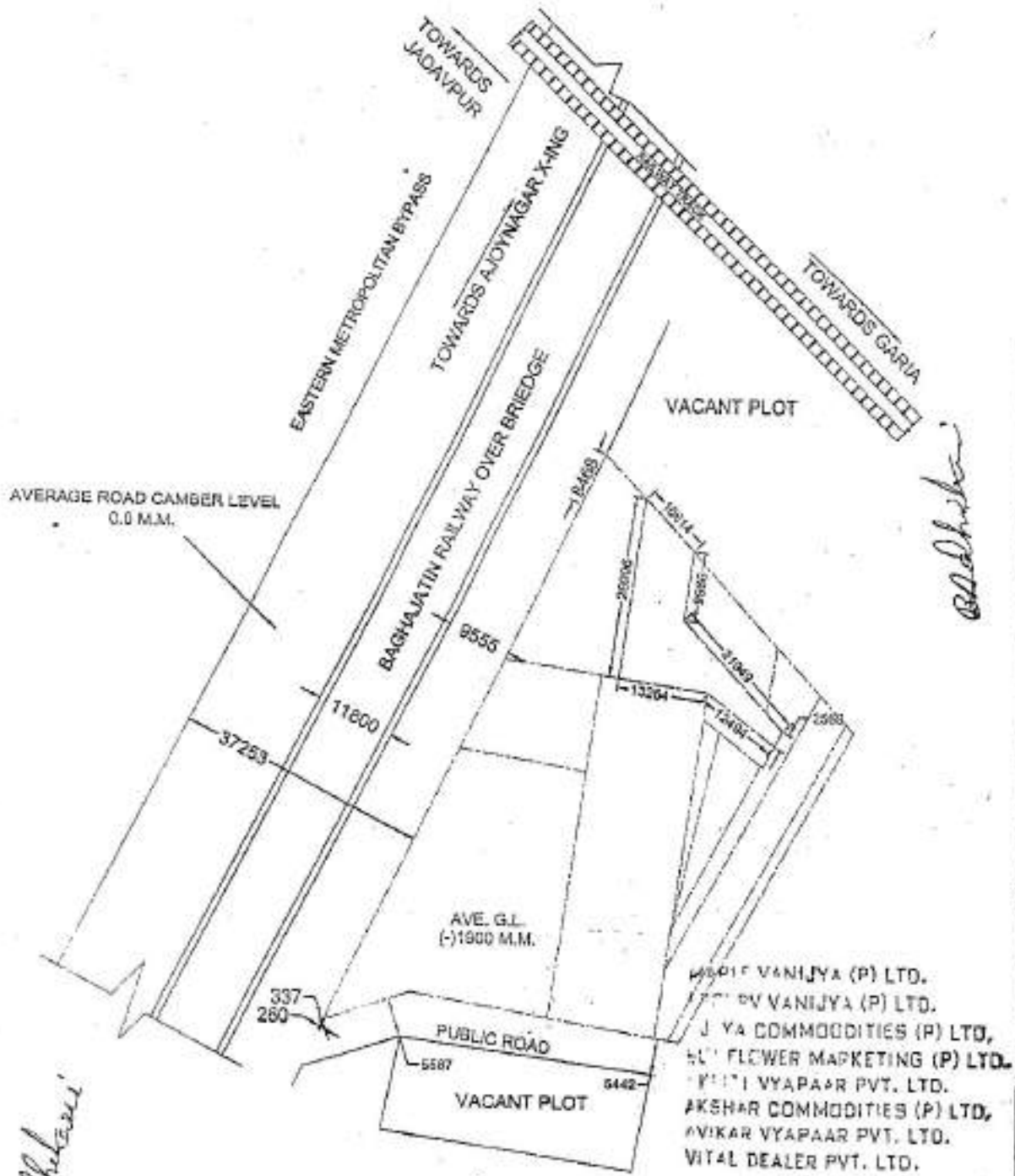
WITNESS:

*[Handwritten Signature]*  
 IS, Daily Journal & ...  
 Kol - 33.

**SPECIMEN FORM FOR TEN FINGERPRINTS**

	<i>Spalding</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	<i>Mr. [unclear]</i>	 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)					
PHOTO		Little	Ring	Middle	Fore	Thumb
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
	(Right Hand)					





*Shukla*

*Shukla*

*Shukla*  
 Authorised Signatory

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

TOTAL LAND AREA --  
 283.78 SQ.M./ 04KH.-03CH.- 40.0 SQ.FT.(7 SAT.)



NOT TO SCALE



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

Endorsement For Deed Number : I - 03895 of 2009  
(Serial No. 04285 of 2009)

On 17/12/2009

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

Presented for registration at 18.15 hrs on :17/12/2009, at the Private residence by Alok Gupta, one of the Claimants.

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

Execution is admitted on 17/12/2009 by

1. Bhabesh Adhikari, son of Late Bhadreswar Adhikari , Patuli , Sector B F -19, Kolkata -700094 , Thana , Pin 700094, By Caste Hindu, By Profession : Others
  2. Alok Gupta, Authorized Signatory, M/s Akriti Vyapaar Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
  3. Alok Gupta, Authorized Signatory, M/s Avikar Vyapaar Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
  4. Alok Gupta, Authorized Signatory, M/s Akshar Commodities Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
  5. Alok Gupta, Authorized Signatory, M/s Ajeya Commodities Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
  6. Alok Gupta, Authorized Signatory, M/s Apoorv Vanilija Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
  7. Alok Gupta, Authorized Signatory, M/s Maple Vanilija Private Limited, 4, Fairlie Place, Room No -102, Kolkata -700001, By Profession : Business
  8. Alok Gupta, Authorized Signatory, M/s Vital Dealer Private Limited, 4, Fairlie Place, Room No 102,, Kolkata -700001, By Profession : Business
  9. Alok Gupta, Authorized Signatory, M/s Sunflower Marketing Private Limited, 4, Fairlie Place, Room No -102, Kolkata -700001, By Profession : Business
- Identified By Dilip Roy, son of . , Hindmotor Hooghly ,Thana: ., By Caste: Hindu, By Profession: Others.

( Abani Kumar Dey )  
DISTRICT SUB-REGISTRAR-I

On 18/12/2009

**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) = 22715/- , E = 14/- , H = 28/- , M(b) = 4/- on 18/12/2009

**Certificate of Market Value(WB PUVI rules of 2001)**

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

18/12/2009 02:45:00 PM



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

Endorsement For Deed Number : I - 03895 of 2009  
(Serial No. 04285 of 2009)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2065125/-

Certified that the required stamp duty of this document is Rs.- 123928 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 125000/- is paid, by the draft number 074956, Draft Date 17/12/2009, Bank Name State Bank Of India, La Martinier, received on 18/12/2009

( Abani Kumar Dey )  
DISTRICT SUB-REGISTRAR-I

( Abani Kumar Dey )  
DISTRICT SUB-REGISTRAR-I

Certificate of Registration under section 60 and Rule 60.

Registered in Book - I  
CD Volume number 18  
Page from 2031 to 2046  
being No 03896 for the year 2009.



(Abani Kumar Dey) 21-December-2009  
DISTRICT SUB-REGISTRAR-I  
Office of the D.S.R.-I SOUTH 24-PARGANAS  
West Bengal

DATED THIS 17<sup>th</sup> DAY OF December 2009

BETWEEN

BHABESH ADHIKARI

... 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. AYEJA COMMODITIES PRIVATE LIMITED
- (5) M/S. APOORV VANIYA PRIVATE LIMITED
- (6) M/S. MAPLE VANIYA PRIVATE LIMITED
- (7) M/S. VITAL DEALER PRIVATE LIMITED
- (8) M/S. SUNFLOWER MARKETING PRIVATE LIMITED

... PURCHASERS

INDENTURE

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