

04289/09

1-03897/09



K
12

2
31.1.09

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL V.C. Case No. 899/09. 12/12/09
G 329343

Handwritten notes and scribbles, including the number '10' and some illegible text.

Handwritten calculations and dates:
 JTI) 25/-
 JTI) 75/-
 325/-
 12/12/09
 12/12/09

District Sub-Registrar-1
Alipore, South 24 Parganas

THIS INDENTURE made this the 17th day of December 2009
 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

Handwritten signature of Subir Dutta.

Handwritten signature of the Registrar.

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.

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

18 DEC 2009

www

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 Khatnessa Bibi, wife of Haji Ilias Ali Mollah, was, inter alia, the full and absolute owner of All That the piece and parcel of Sali land admeasuring 3.5 decimals more or less (equivalent to 2 cottahs 1 chittack 41 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, R. S. Khatian No. 94, J.L. No. 29, Touzi No. 13, Police Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), hereinafter referred to as the "**Said Larger Land**", more specifically described under the **FIRST SCHEDULE** hereunder written.

- B. The said Khatenessa Bibi died intestate leaving her surviving her three sons, namely, Khatir Mohammad Mollah, Noor Ahmed Mollah and Nurul Haque Mollah and one daughter, namely, Kohinoor Bibi, as her only surviving legal heirs and heiresses, who thus collectively became entitled to the entirety of the Said Larger Land, free from all encumbrances.
- C. The said Noor Ahmed Mollah died intestate leaving him surviving his three sons, namely, Safiulla Islam Mollah alias Safiul Islam Mollah, Ajijul Islam Mollah and Aminul Islam Mollah alias Aminun Islam Mollah and one daughter, namely, Sultana Parvin, as his only surviving legal heirs and heiresses, who thus collectively became entitled to the share of the said Noor Ahmed Mollah in the Said Larger Land, free from all encumbrances.
- D. The said Khatir Mohammad Mollah died intestate leaving him surviving his four sons, namely, Saidul Mollah alias Syadul Islam Mollah alias Sahidul Islam Mollah, Khaleel Mollah alias Kolilur Islam Mollah alias Kolilur Islam Mollah, Khaledul Islam Mollah alias Khaledul Mollah alias Kaladul Islam Mollah and Hydarul Mollah alias Hydar Mollah alias Hydarul Islam Mollah alias Hidarun Islam Mollah and one daughter, namely, Poli Bibi alias Hamida Bibi, as his only surviving legal heirs and heiresses, who thus collectively became entitled to the share of the said Khatir Mohammed Mollah in the Said Larger Land, free from all encumbrances.
- E. The said Nurul Haque Mollah died intestate leaving him surviving his five sons, namely, Liyakat Ali Mollah alias Liyakat Mollah, Saukat Ali Mollah alias Saugat Mollah, Anisul Mollah alias Abibul Mollah, Masum Mollah and Khokan Mollah alias Khakon Mollah and one daughter, namely, Harisan Bibi alias Harisan Kazi,

as his only surviving legal heirs and heiresses, who thus collectively became entitled to the share of the said Nurul Haque Mollah in the Said Larger Land, free from all encumbrances.

- F. The said Kohinoor Bibi had only one son, namely Manirul Islam Mistri alias Manirul Mistri, and after the intestate death of the said Kohinoor Bibi, ultimately the said share of the said Kohinoor Bibi in the Said Larger Land devolved upon the said Manirul Islam Mistri alias Manirul Mistri, who thus became absolutely entitled to the same, free from all encumbrances.
- G. Thus, the said Safiulla Islam Mollah alias Safiul Islam Mollah, Ajijul Islam Mollah, Aminul Islam Mollah alias Aminun Islam Mollah, Saidul Mollah alias Syadul Islam Mollah alias Sahidul Islam Mollah, Khaleel Mollah alias Kolilur Islam Mollah alias Kolilur Islam Mollah, Khaledul Islam Mollah alias Khaledul Mollah alias Kaladul Islam Mollah, Hydarul Mollah alias Hydar Mollah alias Hydarul Islam Mollah alias Hidarun Islam Mollah, Poli Bibi alias Hamida Bibi, Liyakat Ali Mollah alias Liyakat Mollah, Saukat Ali Mollah alias Saugat Mollah, Anisul Mollah alias Abibul Mollah, Masum Mollah, Khokan Mollah alias Khakon Mollah, Harisan Bibi alias Harisan Kazi and Manirul Islam Mistri alias Manirul Mistri, became collectively entitled to a share in the Said Larger Land collectively admeasuring 3,378 decimals more or less (equivalent to 2 cottahs 31.5 sq.ft more or less) hereinafter referred to as the "**Said Land**" and more specifically described in the **SECOND SCHEDULE** hereunder written, free from all encumbrances.
- H. By a deed of conveyance dated 13th September, 2007, registered with the Additional District Sub-Registrar, Alipore, District 24 Parganas, in Book No. I, CD Volume No. 33, Pages 4437 to 4462, Being No. 07552 for the year 2009, the

said Safiulla Islam Mollah alias Safiul Islam Mollah, Ajijul Islam Mollah, Aminul Islam Mollah alias Aminun Islam Mollah, Saidul Mollah alias Syadul Islam Mollah alias Sahidul Islam Mollah, Khaleel Mollah alias Kolilur Islam Mollah alias Kolilur Islam Mollah, Khaledul Islam Mollah alias Khaledul Mollah alias Kaladul Islam Mollah, Hydarul Mollah alias Hydar Mollah alias Hydarul Islam Mollah alias Hidarun Islam Mollah, Poli Bibi alias Hamida Bibi, Liyakat Ali Mollah alias Liyakat Mollah, Saukat Ali Mollah alias Saugat Mollah, Anisul Mollah alias Abibul Mollah, Masum Mollah, Khokan Mollah alias Khakon Mollah, Harisan Bibi alias Harisan Kazi and Manirul Islam Mistri alias Manirul Mistri, therein collectively described as the Vendors, sold, transferred and conveyed in favour of the Vendor herein, therein described as the Purchaser, All That the Said Land together with a tile shed thereon admeasuring 100 sq.ft. more or less, free from all encumbrances, and thus the Vendor herein became the full and absolute owner of the entirety of the Said Land, free from all encumbrances.

- I. 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, dispendens, mortgages, charges, trusts, debutter, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession thereof.
- J. 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.

- K. 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, 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. 5,72,000/- (Rupees Five lacs Seventy Two Thousand 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 grants, sells, transfers, conveys, assigns and assures to, unto and in favour of the Purchasers herein All That the piece and parcel of Sali land admeasuring 3.378 decimals more or less, equivalent to 2 cottahs 31.5 sq.ft more or less (being a part of the Said Larger Land, which is more specifically described in the **FIRST SCHEDULE** hereunder written) together with a tile shed situate thereon admeasuring 100 sq.ft. more or less, comprised in a portion of R.S. Dag No. 146, R.S. Khatian No. 94, J.L. No. 29, Touzi No. 13, Mouza Patuli, Police Station Jadavpur (formerly Tollygunge), District 24 Parganas (South), within the limits of the Kolkata Municipal Corporation, herein referred to as the "**Said Land**" and more specifically

described under the **SECOND 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 in to 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 FIRST SCHEDULE ABOVE REFERRED TO

("Said Larger Land")

All That the piece and parcel of Sali land admeasuring 3.5 decimals more or less (equivalent to 2 cottahs 1 chittack 41 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, R. S. Khatian No. 94, J.L. No. 29, Touzi No. 13, Police Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South).

THE SECOND SCHEDULE ABOVE REFERRED TO

("Said Land")

All That the piece and parcel of Sali land admeasuring 3.378 decimals more or less, equivalent to 2 cottahs 31.5 sq.ft more or less (being a part of the Said Larger Land, which is more specifically described in the **FIRST SCHEDULE** hereinabove written) together with a tile shed situate thereon admeasuring 100 sq.ft. more or less, comprised in

a portion of R.S. Dag No. 146, R.S. Khatian No. 94, J.L. No. 29, Touzi No. 13, Mouza Patuli, Police Station Jadavpur (formerly Tollygunge), 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:

Jai Chakraborty
 20, Bixen Roy Rd West
 K A - 8



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

Radhika Singh

Radhika 5/3 F/19 Kol-74



31, Shakespeare Sarani,

Kolkata - 700017

Drafted by:

Radhika Singh

Radhika Singh

Advocate

High Court

Calcutta

MORE VANIJYA (P) LTD.
 ADV. VANIJYA (P) LTD.
 J. YA COMMODITIES (P) LTD.
 SUI FLOWER MARKETING (P) LTD.
 KRITI VYAPAAR PVT. LTD.
 AKSHAR COMMODITIES (P) LTD.
 AVIKAR VYAPAAR PVT. LTD.
 VITAL DEALER PVT. LTD.



Authorised Signatory

MEMO OF CONSIDERATION

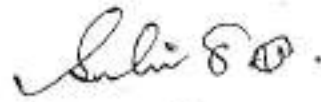
Received by the withinnamed Vendor from the withinnamed Purchasers a sum of 5,72,000/- (Rupees Five lacs Seventy Two Thousand only) being the entire consideration payable in lieu of the Said Land in terms of these presents, as follows:-

- i) By Pay Order No. 040926, dated 10-12-2009 drawn on Union Bank of India, Strand Road Branch, Kolkata for

Rs. 5,72,000/-

Rs. 5,72,000/-

(Rupees Five lacs Seventy Two Thousand only)



Signature of the Vendor























WITNESS:

Siddhanta

Gate S/B F/19 Kol - 94

Jai Chhajra

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>S. C. & P. D.</i>					
		Little Ring Middle Fore Thumb (Left Hand)				
						
		Thumb Fore Middle Ring Little (Right Hand)				
	<i>M. J. G.</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)					



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

Endorsement For Deed Number : I - 03897 of 2009
(Serial No. 04289 of 2009)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1048263/-

Certified that the required stamp duty of this document is Rs.- 62916 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 63000/- is paid, by the draft number 074953, 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 69.

Registered in Book - I
CD Volume number 18
Page from 2072 to 2088
being No 03897 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