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54288/09

1.03898/09



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

VAC Case No 848 dt - 12/12/09 G 344702

5354/9

ST(1) 250/-
 ST(2) 75/-
 325/- realin
 a 12/12/09

12/12/09

District Sub-Registrar-I Alipore, South 24 Parganas

THIS INDENTURE made this the 17th day of December 2009

BETWEEN SULTANA PARVIN, wife of Sheikh Sadique Ali, residing at 13/1, Tarafdar Para Lane, 40, Shibpur, Howrah, hereinafter referred to as the "VENDOR" (which expression shall mean and include her successors-in-interest and/or assigns) of

Sultana Parveen

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.

[Signature]

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

18 DEC 2009

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 Khatenessa 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 Sultana Parvin, being the Vendor herein, became entitled to a share in the Said Larger Land admeasuring 0.14 decimals more or less (equivalent to 1 Chittack 16 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. Thus, the Vendor herein represents that the Vendor became the full and absolute owner 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.
- I. 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, 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, 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. 23,722/- (Rupees Twenty Three Thousand Seven Hundred and Twenty Two 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 0.14 decimals more or less, equivalent to 1 Chittack 16 sq.ft more or less (being a part of the Said Larger Land, more specifically described in the **FIRST SCHEDULE** hereunder written) 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, debuttor, wakf, bargadars, 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, her 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, debuttor,

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 0.14 decimals more or less, equivalent to 1 Chittack 16 sq.ft more or less (being a part of the Said Larger Land, more specifically described in the **FIRST SCHEDULE** hereinabove written) 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:

1. *Abhikumar*
 Paddal 5/3 F/19 Kol-74
2. Jai Chhagen
 20, Biran Ray war
 Kol-8

Sultana Parveen
 SP ~~Read over and explained in~~
~~Bengali to the Vendor.~~

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

1. *Dilip Ray*
Hindmotor, Hooghly.
Pin - 712233.
- 2.

AKSHAR VYAPAR (P) LTD.
 ANAND VYAPAR (P) LTD.
 ANAND COMMODITIES (P) LTD.
 ANAND POWER MARKETING (P) LTD.
 ANAND VYAPAR PVT. LTD.
 AKSHAR COMMODITIES (P) LTD.
 ANAND VYAPAR 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. 23,722/- (Rupees Twenty Three Thousand Seven Hundred and Twenty Two only) being the entire consideration in lieu of the Said Land in terms of these presents as follows:-

By cash

Rs. 23,722/-

(Rupees Twenty Three Thousand Seven Hundred and Twenty Two only)

Sultana Parveen.

Signature of the Vendor

WITNESS:

Subin Dutta .

75, Ballygunge Garden.
Kolkata - 33 .SP | Read over and explained in
Bengali to the Vendor.2. Badhikuari
Patuli Beldi - B
F-19
Kolkata - 700099 .

SPECIMEN FORM FOR TEN FINGERPRINTS



Sultan Poreen

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



M. M. M. M.

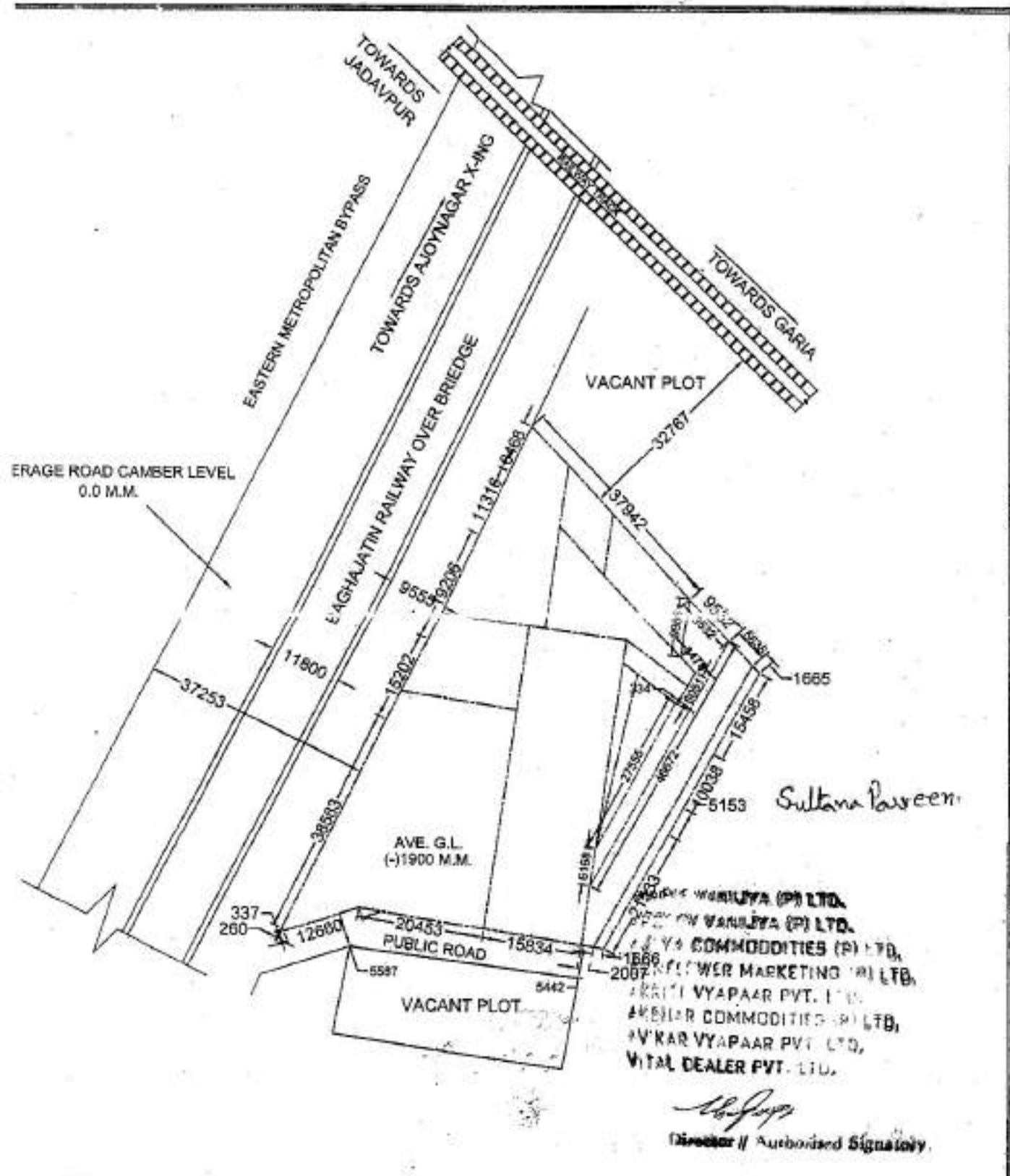
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

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)				



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

TOTAL LAND AREA -
142.29 SQ.M./ 02KH.-02CH.- 1.0 SQ.FT. (3.51 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 - 03898 of 2009
(Serial No. 04288 of 2009)

On 17/12/2009

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

Presented for registration at 18.00 hrs on :17/12/2009, at the Private residence by Alope Gupta, one of the Claiiffants.

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

Execution is admitted on 17/12/2009 by

1. Sultana Parvin, wife of Sheikh Sadique Ali , 13/1, Tarafdar Para Lahe, 40, Shibpur Howrah. , Thana ., By Caste Muslim, By Profession : Others
 2. Alope Gupta, Authorised Signatory, M/s. Akriti Vyapaar Private Limited, P-95, Lake View Road, Kolkata - 700029, Pan - Aaggca2828r, By Profession : Business
 3. Alope Gupta, Authorised Signatory, M/s. Avikar Vyapaar Pvt. Ltd, P-95, Lake View Road, Kolkata - 29, Pan - Aagca2826b, By Profession : Business
 4. Alope Gupta, Authorised Signatory, Akshar Commodities Pvt. Ltd, P-95, Lake View Road, Kolkata - 29, Pan - Aagca2833g, By Profession : Business
 5. Alope Gupta, Authorised Signatory, Ajeya Commodities Pvt. Ltd., P-95, Lake View Road, Kolkata - 29, Pan - Aagca2827a, By Profession : Business
 6. Alope Gupta, Authorised Signatory, Apoorv Vanijya Pvt. Ltd., P-95, Lake View Road, Kolkata - 29, Pan - Aagca2831e, By Profession : Business
 7. Alope Gupta, Authorised Signatory, Maple Vanijya Pvt. Ltd., 4, Fairlie Place, Room No 102, Kolkata - 700001, Pan - Aafcm3839f, By Profession : Business
 8. Alope Gupta, Authorised Signatory, Vital Dealer Pvt. Ltd., 4, fairlie Place, Room No 102, Kolkata - 700001, Pan - Aaccv6327q. By Profession : Business
 9. Alope Gupta, Authorised Signatory, Sunflower Marketing Pvt. Ltd., 4, Fairlie Place, Room No 102, Kolkata - 700001, Pan - Aalcs5564k, By Profession : Business
- Identifiad By Bhabesh Adhikari, son of S/ B F/19 Kolkata ,Pin 700094,Thana: .. By Caste: Hindu, By Profession: Business.

(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) = 451/- ,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



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

Endorsement For Deed Number : I - 03898 of 2009

(Serial No. 04288 of 2009)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-41175/-

Certified that the required stamp duty of this document is Rs.- 2490 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 2500/- is paid, by the draft number 074954, 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 2089 to 2104
being No 03898 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 17th DAY OF December 2009

BETWEEN

SULTANA PARVIN

... 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 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,
"Nico House",
2, Hare Street,
Second Floor,
Kolkata - 700 001.