

10/12/09

1-03915/09



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



1/4C case no. 8574w. 18/12/09
G 344728

ST1) 2500
ST2) 500
→ 7500 per cent on
18/12/09

07/19/09
07/19/09
07/19/09
07/19/09

THIS INDENTURE made this the 18th 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

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

[Signature]
Dist. Sub-Registrar-I
Alipora, South 24 Parganas

21 DEC 2009

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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 Wahida Khatun Bibi, wife of Haji Kobad 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 Land**", more specifically described under the **SCHEDULE** hereunder written.

- B. The said Wahida Khatun Bibi died intestate leaving her surviving her one son, namely Tabaruk Mollah as her only surviving legal heir, who thus became entitled to the entirety of the Said Land, free from all encumbrances.
- C. The said Tabaruk Mollah died intestate leaving him surviving his four sons, namely Ensan Mollah, Mohataz Mollah alias Mahatab Mollah, Akhtar Mollah alias Jaktar Mollah and Azghar Mollah and four daughters, namely, Sahajadi Bibi, Jahanara Bibi alias Jahanara Begum, Khodeja Bibi alias Khadija Begum alias Kodija Bibi and Ranu Bibi, as his only surviving legal heirs and heiresses, who thus collectively became entitled to the entirety of the Said Land, free from all encumbrances.
- D. The said Ensan Mollah died intestate leaving him surviving his only son, namely Mozammel Mollah alias Mojamel Mollah, as his only surviving legal heir, who thus became entitled to the share of the said Ensan Mollah in the Said Land, free from all encumbrances.
- E. The said Azghar Mollah died intestate leaving him surviving his wife, namely Nurakshan Bibi, one minor son, namely Laltu Mollah and one minor daughter, namely Asia Khatun alias Ashiya Khatun, as his only surviving legal heirs and heiresses, who thus collectively became entitled to the share of the said Azghar Mollah in the Said Land, free from all encumbrances.
- F. Thus, the said Mohataz Mollah alias Mahatab Mollah, Akhtar Mollah alias Jaktar Mollah, Mozammel Mollah alias Mojamel Mollah, Nurakshan Bibi, Laltu Mollah, Asia Khatun alias Ashiya Khatun, Sahajadi Bibi, Jahanara Bibi alias Jahanara Begum, Khodeja Bibi alias Khadija Begum alias Kodija Bibi and Ranu Bibi,

collectively became the full and absolute owners of the entirety of 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. By a Deed of Conveyance dated 12th October, 2007, registered with the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 30, Pages 2917 to 2940, Being No. 13093 for the year 2009, the said Mohataz Mollah alias Mahatab Mollah, Akhtar Mollah alias Jaktar Mollah, Mozammel Mollah alias Mojamel Mollah, Nurakshan Bibi, Sahajadi Bibi, Jahanara Bibi alias Jahanara Begum, Khodeja Bibi alias Khadija Begum alias Kodija Bibi and Ranu Bibi, therein collectively described as the Vendors, sold, transferred and conveyed in favour of the Vendor herein, therein described as the Purchaser, their respective shares in the Said Land collectively admeasuring 3.0125 decimals more or less, (equivalent to 1 cottah 12 chittacks 43 sq.ft. more or less), free from all encumbrances.

H. By another deed of conveyance dated 12th October, 2007, registered with the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 30, Pages 2898 to 2916, Being No. 13091 for the year 2009, the said Laltu Mollah and Asia Khatun alias Ashiya Khatun (each represented by their mother and natural guardian, the said Nurakshan Bibi), therein described as the Vendors, sold, transferred and conveyed in favour of the Vendor herein, therein described as the Purchaser, their respective shares in the Said Land collectively admeasuring 0.51 decimals more or less, (equivalent to 4 chittacks 43 sq.ft. more or less), free from all encumbrances.

- I. 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, debuttur, 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, 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. 5,93,444/- (Rupees Five Lacs Ninety Three Thousand Four Hundred and Forty Four 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 3.5 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), 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, debuttur, 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, 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, lispensens, 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 lispensens 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 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), 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. *Samarsh Das*
Advocate

Radhika Singh

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

1. *Sulip Roy*
Hindmotor,
Hoogly
Pin-712233.

MAPLE VANIJYA (P) LTD.
POORV VANIJYA (P) LTD.
JFYA COMMODITIES (P) LTD.
SUNFLOWER MARKETING (P) LTD.
KRITI VYAPAAR PVT. LTD.
AKSHAR COMMODITIES (P) LTD.
AVIKAR VYAPAAR PVT. LTD.
VITAL DEALERS LTD.

Radhika Singh
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. 5,93,444/- (Rupees Five Lacs Ninety Three Thousand Four Hundred and Forty Four only) being the entire consideration in lieu of the Said Land in terms of these presents as follows:-

By Pay Order No. 040928, dated 10.12.2009 drawn on Union Bank of India, Strand Road Branch, Kolkata for

Rs. 5,93,444/-

Rs. 5,93,444/-

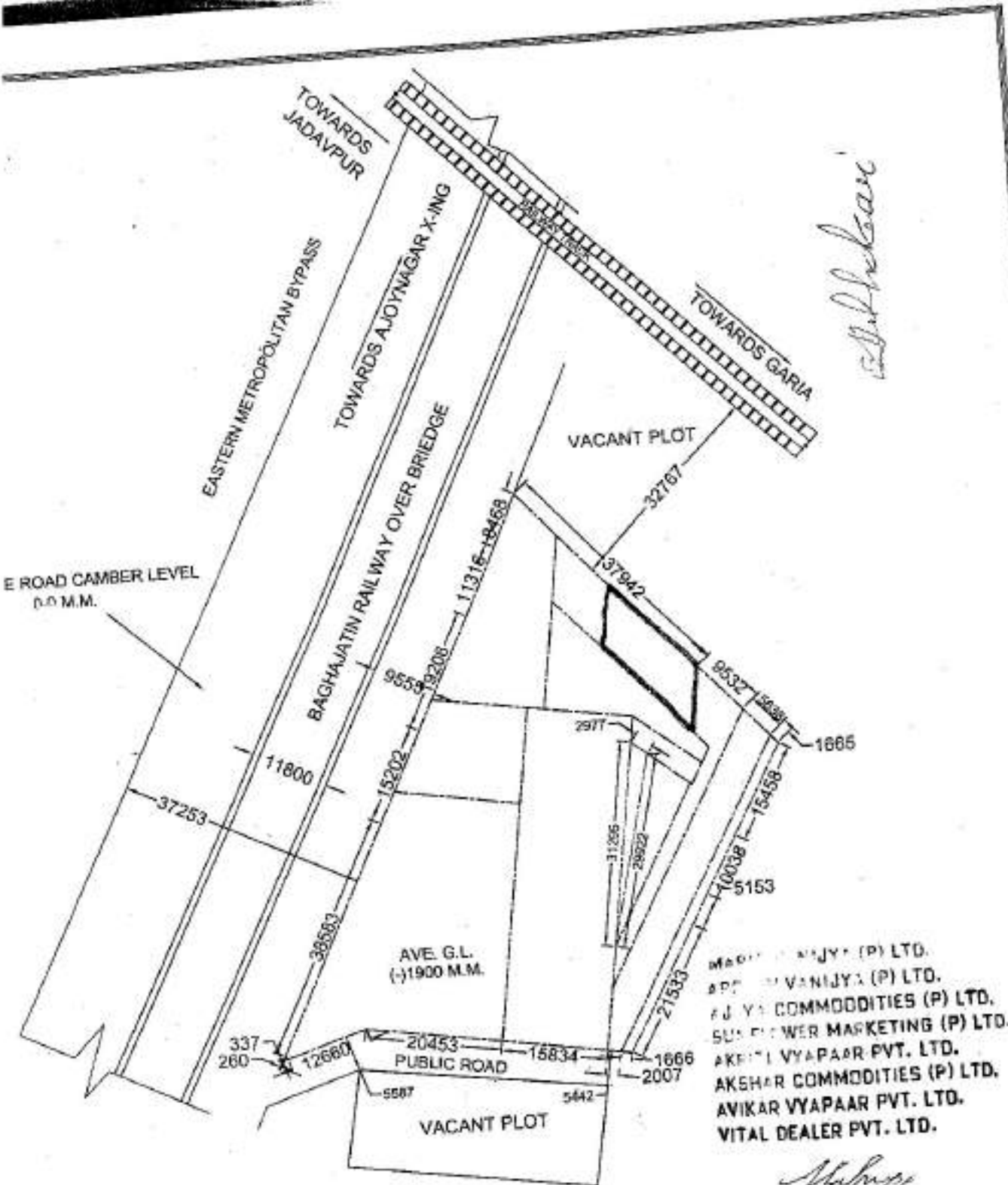
(Rupees Five Lacs Ninety Three Thousand Four Hundred and Forty Four only)



Signature of the Vendor

WITNESS:

1. *Samarash Das*
Advocate.



- MAHARAJA VYAPAR (P) LTD.
- ADITYA VANIJA (P) LTD.
- RAJYA COMMODITIES (P) LTD.
- SUNFLOWER MARKETING (P) LTD.
- AKHATI VYAPAAR PVT. LTD.
- AKSHAR COMMODITIES (P) LTD.
- AVIKAR VYAPAAR PVT. LTD.
- VITAL DEALER PVT. LTD.

S. S. Saha
 Authorised Signatory

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

TOTAL LAND AREA --
 40.54 SQ.M./ 00KH.-09CH.- 31.0 SQ.FT.(1 SAT.)



NOT TO SCALE

	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS



Edwin...

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



Al...

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 - 03915 of 2009
(Serial No. 04298 of 2009)

On 18/12/2009

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

Presented for registration at 20.00 hrs on :18/12/2009, at the Private residence by Alope Gupta, one of the Claimants.

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

Execution is admitted on 18/12/2009 by

1. Bhabesh Adhikari, son of Late Bhadreswar Adhikari , Patuli , Sector B F -19, Kolkata , Thana ,Pin 700094, By Caste Hindu, By Profession : Others
 2. Alope Gupta, Director, M/s Akriti Vyapaar Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
 3. Alope Gupta, Director, M/s Avikar Vyapaar Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
 4. Alope Gupta, Director, M/s Akshar Commodities Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
 5. Alope Gupta, Director, M/s Ajeya Commodities Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
 6. Alope Gupta, Director, M/s Apoorv Vanijya Private Limited, P-95, Lake View Road, Kolkata -700029, By Profession : Business
 7. Alope Gupta, Director, M/s Maple Vanijya Private Limited, 4, Fairlie Place , Room No -102, Kolkata -700001, By Profession : Business
 8. Alope Gupta, Director, M/s Vital Dealer Private Limited, 4, Fairlie Place, Room No -102, Kolkata -700001, By Profession : Business
 9. Alope Gupta, Director, M/s Sunflower Marketing Private Limited, 4, Fairlie Place , Room No -10, Kolkata -700001, By Profession : Business
- Identified By Samarsh Das, son of . . High Court Calcutta ,Thana: ., By Caste: Hindu, By Profession: Advocate.

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

On 21/12/2009

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) = 11330/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 21/12/2009

Certificate of Market Value(WB PUVI rules of 2001)

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



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

Endorsement For Deed Number : I - 03915 of 2009
(Serial No. 04298 of 2009)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1030048/-

Certified that the required stamp duty of this document is Rs.- 61823 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 62000/- is paid, by the draft number 075021, Draft Date 18/12/2009, Bank Name STATE BANK OF INDIA, La Martiniere, received on 21/12/2009

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

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

21/12/2009 03:04:00 P

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 2403 to 2418
being No 03915 for the year 2009.



Ado

(Abani KumarDey) 22-December-2009
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R.-I SOUTH 24-PARGANAS
West Bengal