

পশ্চিমবৃঞ্জ पश्चिम बंगाल WEST BENGAL

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Dist. Sub-Registrar-I
S MAR 2010 Allpore, South 24 Pargament

THIS INDENTURE made this the 11th day of ROSCA 2010

BETWEEN (I) MOINUDDIN MOLLAH alias MAYNADDIN MOLLAH, (2)

BADARUDDIN MOLLAH alias BADRADDIN MOLLAH, both sons of Late Mortez

Ali Mollah alias Martej Ali Mollah, both residing at Sarenga-15, Sarenga, Sankrail,

अधिकाम अगलगञ्जा अस्मिर्ड 27 Do Am of Savigation Melloh grandf mother and natural guardian of Savigaddia Melloh Sadar, Howrah, (3) ANWARA BIBI alias ANOWARA BIBI, wife of Late Saffuddin, residing at Madhyamalipara, Pachuri, Metiabruz, South 24 Parganas, (4) HASINA BIBI alias HASINABIBI MOLLAH, wife of Late Sarfuddin Mollah alias Sarfaddin Mollah, AND (5) SARIFUDDIN MOLLAH, son of Late Sarfuddin Mollah alias Sarfaddin Mollah, a minor represented by his mother and natural guardian, the said Hasina Bibi, both residing at Sarenga-15, Sarenga, Sankrail, Sadar, Howrah, collectively hereinafter referred to as the "VENDORS" (which expression shall mean and include each of their respective 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 PPIVATE LIMITED, (4) M/S. AJEYA COMMODITIES PRIVATE LIMITED, (5) M/S. APOORV VANLIYA 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:

- One Mortez Ali Mollah alias Martej Ali Mollah, son of Abdul Jabbar Mollah, was the full and absolute owner of All That the piece and parcel of sall land admeasuring 1.125 decimals more or less (equivalent to 10 Chittacks 40.05 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 94 and 4 (the respective areas recorded in R. S. Khatian Nos. 94 and 4, in the name of the said Mortez Ali Mollah alias Martej Ali Mollah, being 0.875 decimals and 0.25 decimals respectively) J. L. No. 29, Touzi No. 13, Police Station Jadavper (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), hereinafter referred to as the "Said Land" and more specifically described in the SCHEDULE hereunder written.
- B. The said Mortez Ali Mollah alias Martej Ali Mollah died intestate leaving him surviving his three sons, namely, Sarfaddin Mollah alias Sarfaddin Mollah, Moinuddin Mollah alias Maynaddin Mollah (being the Vendor No. 1 herein) and Badaruddin Mollah alias Badraddin Mollah (being the Vendor No. 2 herein) and one daughter, namely, Anwara Bibi alias Anowara Bibi (being the Vendor No. 3 herein) as his only surviving legal heirs and heiresses, who thus collectively became entitled to the entirety of the Said Land, free from all encumbrances.
- C. The said Sarfuddin Mollah alias Sarfuddin Mollah died intestate leaving him surviving his wife, namely Hasina Bibi alias Hasinabibi Mollah (being the Vendor No. 4 herein) and one son namely Sarifuddin Mollah (being the Vendor No. 5 herein) as his only surviving legal heir and heiress, who thus jointly became entitled to the share of the said Sarfuddin Mollah alias Sarfaddin Mollah in the Said Land, free from all encumbrances.

- D. Thus, the said Moinuddin Mollah alias Maynaddin Mollah, Badaruddin Mollah alias Badraddin Mollah, Anwara Bibi alias Anowara Bibi, Hasina Bibi alias Hasinabibi Mollah and Sarifuddin Mollah, being the Vendors herein, collectively became and are the full and absolute owners of the entirety of the Said Land, 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 thereof.
- E. The Vendors further represent 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 represent and undertake that the Vendors have 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 Vendors are in vacant, free, peaceful and physical possession of the Said Land, with clear and marketable title.
- F. Relying on the aforesaid representations of the Vendors 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:

In pursuance of the aforesaid and in consideration of the total sum of Rs.
 2,97,705/+ (Rupees Two Lucs Ninety Seven Thousand Seven Hundred and Five

only) paid by the Purchasers to the Vendors (the receipt whereof the Vendors and each of them do hereby as also by the memo hereunder admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchasers and each of them as well as the Said Land) the Vendors and each of them do 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 admeasuring 1.125 decimals more or less (equivalent to 10 Chittacks 40.05 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 94 and 4 (the respective areas recorded in R. S. Khatian Nos. 94 and 4 in the name of Mortez Ali Mollah alias Martej Ali Moliah, being 0.875 decimals and 0.25 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, 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 Vendors and each of them 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 Vendors, their respective executors, administrators or representatives or any person from whom the Vendors 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 Vendors and each of them do hereby covenant with and undertake and warrant to the Purchasers (1) that the Vendors and each of them are absolutely entitled to the Said Land free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttor, wakf, bargadars, trespassers, auschments, acquisitions, requisitions, alignment etc. whatsoever or howsoever AND (2) that the interest which the Vendors and each of them do hereby profess to transfer, sell and convey subsists and that notwithstanding any act, deed, matter or thing by the Vendors or any of them at any time done or executed or knowingly suffered to the contrary, the Vendors and each of them have 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 none of the Vendors have 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 impenched, 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, little 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 any of the Vendors 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 lispendens debts attachments execution claims demands encombrances and liabilities whatsoever made or suffered by any of the Vendors 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 Vendors upto the date of these presents AND (7) that the Vendors and each of them 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 Vendors 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 Vendors and each of them do hereby and hereunder appoint, constitute and

nominate the Purchasers herein, jointly and/or severally, for and on behalf of the Vendors, to do, execute and perform such acts, deeds, matters, things and assurances whatscever 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 Vendors and each of them shall keep each of the Purchasers folly saved defended harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and habilities 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 admeasuring 1.125 decimals more or less (equivalent to 10 Chittacks 40.05 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 94 and 4 (the respective areas recorded in R. S. Khatian Nos. 94 and 4 in the name of Mortez Ali Mollah alias Martej Ali Mollah, being 0.875 decimals and 0.25 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, and bordered RED on the plan annexed hereto and butted and bounded as follows:

ON THE NORTH:

By Dag No. 44, Mouza Chakmasar;

ON THE EAST:

By portion of Dag No. 146, Mouza Patuli;

ON THE WEST:

By portion of Dag No. 146 Montes Dentill and

ON THE SOUTH:

Partly by portion of Dag No. 146, Mouza Patuli and partly by KMC Road.

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 VENDORS at Kolkata in the presence of:

EAdlikon.

Patrile 5/8 F19

Kal- 94

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

1. Dulip Roy. Himblemoter. Dist-Hooghup Pin-712233

Read over and explained in

Bengali to each of the Vendors.

Azizul Islam Mella ADD BY VALUETA (P) L'T Saringa THE AY COMADUACTED IN .. . U E) 1. F (50. F + 1. W) 71837 (P) (Po Sawhil MOW. D. C. 101. AVSA V1741 Dt / 102 10.

Oirector / Authorised Signature

Drufted by:

Radnika

Radhika Singh Advocate

High Court

Calcutta

MEMO OF CONSIDERATION

Received by the withinnamed Vendors from the withinnamed Purchasers a sum of Rs. 2,97,705/-(Rupees Two Lacs Ninety Seven Thousand Seven Hundred and Five only) being the entire consideration in lieu of the Said Land in terms of these presents, as follows:-

By cash

Rs. 2,97,705/-

(Rupees Two Lacs Ninety Seven Thousand Seven Hundred and Five only)

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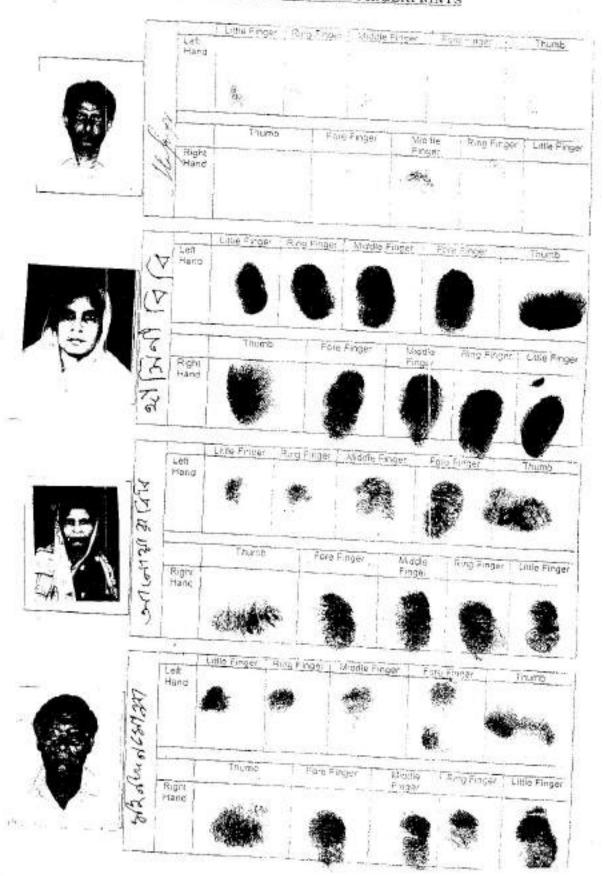
Signature of the Vendors

Read over and explained in Bengali to each of the Vendors.

WITNESS:

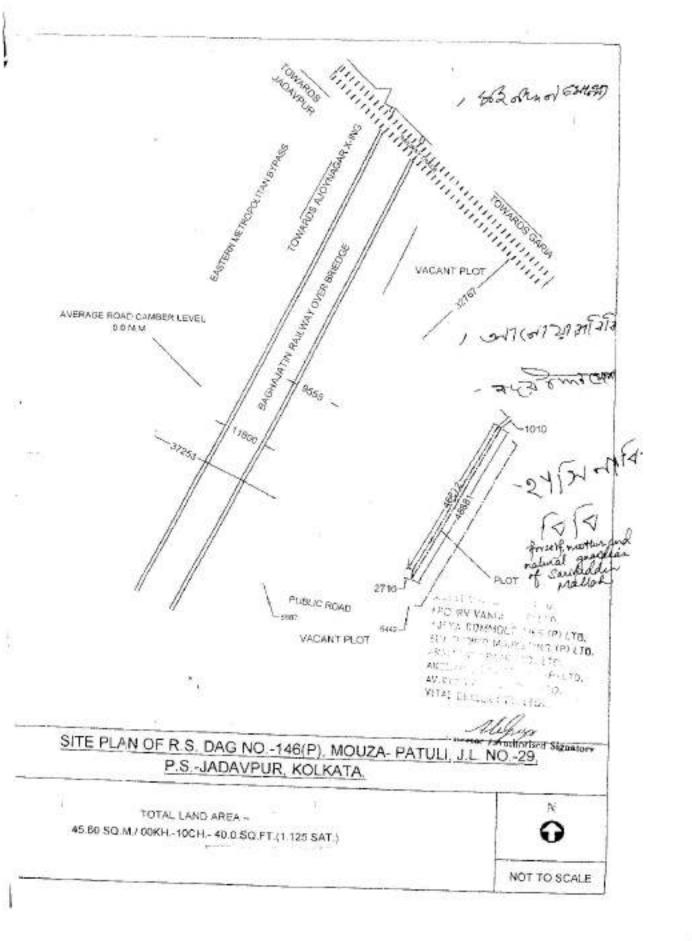
Azizul Islammelle Sto hate N. Ahmad. Sarraya.

SPECIMEN FORM FOR TEN FINGERPRINTS



SPECIMEN FORM FOR TEN FINGERPRINTS

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	-	Leh Hand	Little Finger Hill	qFrgor Missle	Fright For	e Finger	Thumb
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Government Of West Bengal Office Of the D.S.R.-I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 00809 of 2010 (Serial No. 00924 of 2010)

On 11/03/2010

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

Presented for registration at 18.40 hrs. on :11/03/2010, at the Private residence by Aloke Gupta .Claimant.

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

Execution is admitted on 11/03/2010 by

- Molnuddin Mollah Alias Maynaddin Mollah, son of Late Mortez Ali Mollah , 15, Sarenga, Sankrall, Sadar, Sakrail, Thana:-Sankrail, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession: Others
- Badaruddin Mollah Alias Badraddin Mollah, son of Late Mortez Ari Mollah., 15, Sarenga, Sankrail, Sadar, Sakrail, Thana:-Sankrail, District:-Howreh, WEST BENGAL, India, By Caste Hindu, By Profession: Others
- Anwara Bibi Alias Anowara Bibi, wife of Late Safluddin . Madhyamalipara, Panchuri. Metiabruz, District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession: Others
- Hasina Bibi Alias Hasinabibi Mollah, wife of Late Sarfuddin Mollah , Saranga, Sankrii, Sadar, 15, Sakrait, Thana:-Sankrait, District:-Howrah, WEST BENGAL, India, By Caste Hindu. By Profession.

As .

(Abani KumarDey) DISTRICT SUB-REGISTRAR-I EndorsementPage 1 of 3

5/03/2010 01:11:00 P



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

Endorsement For Deed Number: 1 - 00809 of 2010 (Serial No. 00924 of 2010)

Alake Gupta

Authorised Signatory, M/s. Akriti Vyapaar Pvt. Ltd., P-95, Lake View Road, kolkata, Thana:-Lake, District-South 24-Parganes, WEST BENGAL, India, Pin:-700029.

Authorised Signatory, M/s. Avikarvyapaar Pvt. Ltd., P-95, Lake View Road, kolkata, Thana:-Lake, District:-South 24-Parganes, WEST BENGAL, India, Pin:-700029

Authorised Signatory, M/s. Akshar Commodities Pvt. Ltd., P-95, Lake View Road, kolkata, Thana:-Lake. District:-South 24-Parganas, WEST BENGAL, India, Pin:-700029.

Authorised Signatory, M/s. Akshar Commodities Pvt. Ltd., P-95, Lake View Road, kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029

Authorised Signatory, M/s. Aponry Vanijya Pvt. Ltd., P-95, Lake View Road, kolkata, Thana:-Lake, District -South 24-Parganas, WEST BENGAL, India, Pin :-700029

Authorised Signatory, M/s. Maple Vanijya Pvt. Ltd., 4, Fairlie Place Room No. 102, Keikata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700001.

Authorised Signatory, M/s. Vital Dealer Private Ltd., 4, Fairlie Ptace, Room No. 102, Kolkata. District: South 24-Parganes, WEST BENGAL, India, Pin :-700001

Authorised Signatory, M/s. Sunflower Marketing Pvt. Ltd., 4, Fairlie Place, Room No. 102, Kolkata, District-South 24-Parganas, WEST BENGAL, India. Pin :-700001 By Profession: Business

identified By Azizul Islam Mollah, son of Late Noor Ahmed Mollah ... Sarenga, Sakrail, Thans: Sankrai), District: Howrah, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

Executed by guardian

Execution is admitted by

Hasina Bibi, wife of Late Sarfuddin Mollah , Sarenga, Sankril, Sader, 15, Sakrail, Thana: Sankrail, District: Howrah, WEST BENGAL, India, By Caste Hindu By Profession: Others as the guardian of

identified By Azizui Islam Mollah, son of Late Noor Ahmed Mollah , Sarenga, Sakrait, Thana:-Sankrail, District:-Howrah, WEST BENGAL, India., By Caste: Hindt, By Profession: Business.

> (Abani Kumar Dey) DISTRICT SUB-REGISTRAR-I

On 12/03/2010

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.-297705/-

Certified that the required stamp duty of this document is Rs. - 17882 /- and the Stamp duty paid as: Impresive Rs - 100/-

> (Abani KumarDey) DISTRICT SUB-REGISTRAR-I

-AD

EndorsementPage 2 of 3

15/03/2010 01:11:00 P



Government Of West Bengal

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

Endorsement For Deed Number : 1 - 00809 of 2010 (Serial No. 00924 of 2010)

> (Abani Kumar Dey) DISTRICT SUB-REGISTRAR-I

On 15/03/2010

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duty stamped under schedule 1A, Article number : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 3267/- , E = 14/- , H = 28/- , M(b) = 4/- on 15/03/2010

Deficit stamp duty

Deficit stamp duty Rs. 18000/- is paid, by the draft number 076989, Draft Date 11/03/2010, Bank Name State Bank Of India, La Martiniere, received on 15/03/2010

(Abani Kumar Dey) DISTRICT SUB-RE(VISTRAR-I

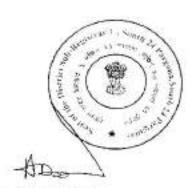
(Abani KumarDey)

EndorsementPage 3 of 3

15/03/2010 01:11:00 P

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 1182 to 1200 being No 00809 for the year 2010.



(Abani KumarDey) 16-March-2010 DISTRICT SUB-REGISTRAR-I Office of the D.S.R.-I SOUTH 24-PARGANAS West Bengal

DATED THIS 2014DAY OF April 2010

BETWEEN

MUSTAQ MOLLAH & ANR.

... VENDORS

AND

M/S. AKRITI VYAPAAR PRIVATE LIMITED & ORS.

... PURCHASERS

INDENTURE

Radhika Singh & Co.,
Advocates,
"Nicco House",
2nd floor,
2, Hare Street,
Kolkata - 700 001.