

THIS INDENTURE made this 13 day of December Two Thousand Six BETWEEN SAHABUDDIN MISTRY son of the late Abdul Odwaded Mistry residing at Village Manikpur, Police Station Sonarpur, Dist. South 24-Parganas hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART, MSST. DULALI BIBI

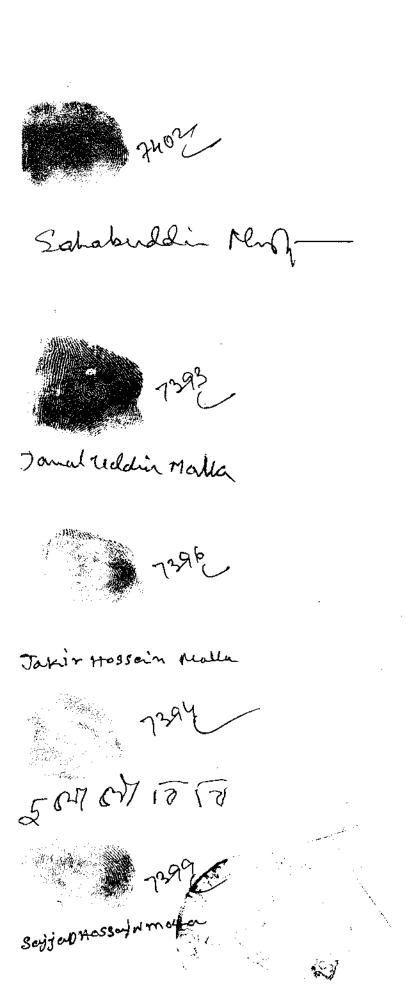
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widow of the late Allauddin Molla, ZAKIR HOSSAIN MOLLA, TAHIR <u>HOSSAIN MOLLA, ALTAB HOSSAIN MOLLA, SAJJAD HOSSAIN</u> MOLLA, SABIR HOSSAIN MOLLA all sons of the late Allauddin Molla, MSST. FARIDA BIBI wife of Samsur Rahman, KAMALUDDIN MOLLA, JAMALUDDIN MOLLA AND SALAUDDIN MOLLA, , all sons of the late Khorshed Ali Molla, all residing at Village Manikpur, Police Station Sonarpur, Dist. Such 24-Parganas hereinafter jointly referred to as the CONFIRMING PARTIES (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART A N D RIDHI SIDHI NIKETAN PRIVATE** LIMITED a company incorporated under the Companies Act, 1956 having its registered office at premises No. 10/4B, Elgin Road, Kolkata -700020, hereinafter referred to as the **PURCHSER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the THIRD PART:

WHEREAS:

A. One Amena Khatun Bibi was seized and possessed of and/or otherwise well and sufficiently entitled to by way of inheritence from his parents All That the piece and parcel of land containing an area of 20 sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in C.S. Khatian no. 219 now L.R. Khatian no.



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79 in the District of 24-Parganas more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said entire land).

- B. The said Amena Khatun. Bibi died intestate on the 29th day of March, 1994 leaving her surviving her only son the Vendor herein as her only heir and legal representative who upon her death became seized and possessed of and/or otherwise well and sufficiently entitled All That the said entire land absolutely and forever.
- C. The name of one Khorshed Ali Molla though recorded in the record of rights as in permissive possession of the said entire land but in fact truth and reality he was never in possession of the said entire land or any part or portion thereof.
- D. The said Khorshed Ali Molla died intestate on the 22nd day of July, 1991 leaving him surviving his widow, Samiran Bibi, his four sons namely, Allauddin Molla, Kamaluddin Molla, Jamaluddin Molla and Salauddin Molla and four daughters namely, Marzina Bibi, Shaida Bibi, Shakila Bibi and Syarabanu Bibi as his only heirs and legal representatives.
- E. The said Samiran Bibi died intestate in the year 2001 leaving him surviving her four sons namely, Allauddin Molla, Kamaluddin Molla, Jamaluddin Molla and Salauddin Molla and four daughters namely,



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Marzina Bibi, Shaida Bibi, Shakila Bibi and Syarabanu Bibi as her only heirs and legal representatives.

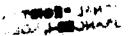
- F. The said Allauddin Molla has died intestate on the 8th day of June, 1995 leaving him surviving his widow the said Dulali Bibi, his five sons Zakir Hossain Molla, Tahir Hossain Molla, Altab Hossain Molla, Sajjad Hossain Molla, Sabir Hossain Molla and only daughter Farida Bibi as his only heirs and legal representatives.
- G. The Vendor herein has agreed to sell and the Purchaser has agreed to purchase All That the piece and parcel of land containing an area of 10 sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in C.S. Khatian no. 219 L.R. Khatian nos. 79 Dag no. 513 out of the total area of 20 sataks in the District of South 24-Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the said land) free from all encumbrances, charges, liens, lispendens, acquisition, requisition, attachments, trust of whatsoever nature at and for the consideration of Rs. 1,81,500/- (Rupees one lac eighty one thousand five hundred only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,81,500/(Rupees one lac eighty one thousand five hundred) only of the lawful

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money of the Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said land) the Vendor doth hereby grant transfer convey assign and assure and the Confirming Parties do and each of them doth hereby confirm and assure unto and in favour of the Purchaser All That the piece and parcel of land measuring 10 sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in C.S. Khatian no. 219 L.R. Khatian nos. 79 Dag no. 513 out of the total area of 10 sataks in the District of South 24-Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the said land) OR HOWSOEVER OTHERWISE the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendors into and upon the same or any part



ADDITIONAL REGISTRAR OR ASSURANCES, KOLKATA



thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendors or any other person or persons from whom they may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereby granted and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendors do and each of them doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing by the Vendors or their predecessor or predecessors-in-interest done or executed or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing alter, defeat, encumber or make void the same AND whatsoever to THAT NOTWITHSTANDING any such act, deed or thing whatsoever as aforesaid the Vendors have now in themselves good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim demand from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND that free and

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IN WITNESS WHEREOF the Vendor and the Confirming Parties have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the within-named Vendors at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED

by the within-named Confirming

Parties at Kolkata in the presence

of:

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clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for them the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an area of 10 sataks be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station & Sub-Registry Office Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in C.S. Khatian no. 219 L.R. Khatian nos. 79 Dag no. 513 out of the total area of 20 sataks in the District of South 24-Parganas as shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon.

CONAL REGISTRAR OR COURANCES-I, KOLKATA



RECEIVED of and from the withinwithinthe Purchaser named mentioned sum of Rs. 1,81,500/-(Rupees one lac eighty one thousand five hundred only) being the full money as consideration Memo below:-

MEMO OF CONSIDERATION

DATE	PAY ORDER	BANK/BRANCH	AMOUNT RS.
11.12.2006	NO. 622328	ABN AMRO Bank, Brabourne Road,	1,00,000.00
		Kolkata.	81,500.00
	Cash	Total:	Rs.1,81,500.00

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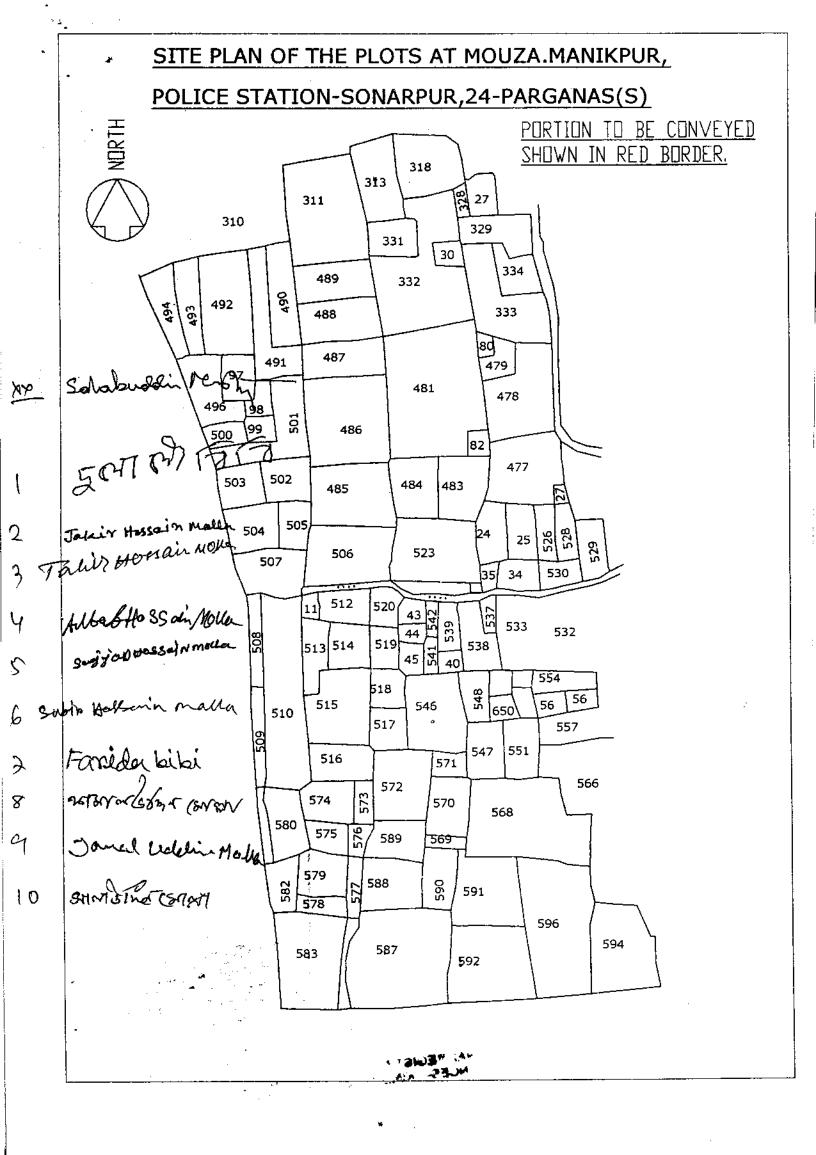
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DATED THIS

DAY OF

2006

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PAGE NO. 3578

BETWEEN
SAHABUDDIN MISTRY
VENDOR

MSST. DULALI BIBI & ORS.

... CONFIRMING
PARTIES
A N D
RIDHI SIDHI NIKETAN PRIVATE
LIMITED
... PURCHASER



ADDITIONAL REGISTRAR OF

CONVEYANCE

ASSURANCES PROLITARIO DE SEURANCES PROLITARIO DE SEURA

VICTOR MOSES & CO., SOLICITORS & ADVOCATES, 6, OLD POST OFFICE STREET, KOLKATA-700 001.

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