

লাং তেখন কুলাইকেল বং ১২৩ আৰু জি সংৰ ৰেখিলটো আৰুৰ ভোলীকা Siphian & 23 forty

13/7/05

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Howrsh (28) FARUKH MULLICE ton of Late Jainal Abedin residing at Village

May 2005.

May 2005.

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Ali Mallah. all are 55/02 2/0; 2
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6) Noorudin Mullick. 5/04. Md
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Booker, September 3/50

Unsani, P. S. Jagacha, District - Howrah, (2C) SANOAR MULLICK, son of Late Jamal Abedin residing at Village Unsani, P. S. Jagacha, District - Howrah, (2D) NIZAMUDDIN MULLICK, son of Late Jainal Abedin residing at Village Unsani, P. S. Jagacha, District - Howrah, (2E) SUBID ALI MULLICK son of Late Jainal Abedin residing at Village Unsani, P. S. Jagacha, District - Howrah, (2F) SABERA BEGAM wife of Farman Ali Mollah and daughter of Late Jainal Abedin residing at Village Bankra, P. S. Domjur, District - Howrah and (2G) CHAND SULTANA BEGAM wife of Nazim Sardar and daughter of Late Jainal Abedin residing at Village Munshidanga, P. S. Domjur, District - Howrah, all by religion Mohammedan, hereinafter collectively referred to as 'the VENDORS' (which expression shall unless excluded by or repugnant to the subject or manifer . 700 02 context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART AND ASIT GHOSH, son of Late Fatik Ghosh by religion Hindu, residing at Village Pakudia, P. S. Domjur, District - Howrah hereinafter referred to as 'the CONFIRMING PARTY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the SECOND PART (1) NAVRAJ CONSTRUCTION PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street, Kolkata - 700 016, represented by its Director Rajesh Jhunjhunwala, son of S. K. Jhunjhunwala residing at 10/4, Alipore Park Place, Kolkata - 700 027, (2) RAJESH DEALERS PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 10/4, Alipore Park Place, Kolkata - 700 027, represented by its Director the said Rajesh Jhunjhunwala, (3) SNEHRAJ SUPPLIERS PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 10/4, Alipore Park Place, Kolkata - 700 027, represented by its

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Director the said Rajesh Jhunjhunwala, (4) SONALI SELECTION PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 10/4, Alipore Park Place, Kolkata - 700 027, represented by its Director Sonali Jhunjhunwala, wife of Rajesh Jhunjhunwala residing at 10/4, Alipore Park Place, Kolkata - 700 027, (5) NAVIN DEALERS PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 113B. Ripon Street, Kolkata - 700 016, represented by its Director Navin Jhunjhunwala, son of S. K. Jhunjhunwala residing at 10/4, Alipore Park Place, Kolkata - 700 027, (6) YASHRAJ VINIMAY PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 113B, Ripon Street, Kolkata - 700 016, represented by its Director the said Navin Jhunjhunwala, (7) DEVIKA VANLJYA PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 66, Parwati Ghosh Lane, Kolkata - 700 007, represented by its Director the said Navin Jhunjhunwala, (8) ADITI VYAPAAR PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 66, Parwati Ghosh Lane, Kolkata - 700 007, represented by its Director the said Rajesh Jhunjhunwala, (9) RAJASTIIAN DEALERS PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 12, Shibnath Shastry Sarani, Block "E", New Alipore, Kolkata - 700 053, represented by its Director the said Sonali Jhunjhunwala, (10) RELIABLE VYAPAAR PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 12, Shibnath Shastry Sarani, Block "E", New Alipore, Kolkata - 700 053, represented by its Director K. C. Sipani son of Late Bulaki Chand Sipani, residing at 70, Ashutosh Mukherjee Lane, Howrah - 711 106, (11) VIMLA MERCANTILE PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at 12, Shibnath Shastry Sarani, Block "E". New Alipore, Kolkata - 700

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at 17, Hara Prasad Shastry Lane, Kolkata - 700 053, (12) HANUMAN SUPPLY CHAIN PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E", Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said Sushil Goenka, (13) SHREE GAJRAJ VANIJYA PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E", Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said K. C. Sipani, (14) HARIPRASAD VINIMAY PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E", Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said Rajesh Jhunjhunwala, (15) JAI DURGA SUPPLIERS PRIVATE LIMITED a Company within the meaning of the Companies Act, 1956 having its registered office at Block "E", Mercantile Building, 9/12, Lalbazar Street, Kolkata - 700 001, represented by its Director the said Navin Jhunjhunwala, hereinafter collectively referred to as 'the PURCHASERS' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor(s)-in-interest and assigns) of the OTHER PART -

WHEREAS:

- I. The Vendors and the Confirming Party have represented to the Purchasers as follows:
- A. The Vendors are the lawful absolute owners and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of





Dag No. 1171) under L.R. Khatian Nos 1941/1 and 1560 J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah, and more fully described in the Schedule hereunder written and hereinafter referred to as "the said property" free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever. The said property is delineated in Green borders in the map or plan annexed hereto.

- Abedin, (being the predecessor-in-title of the Vendors no. 1 herein) and Late Jainal Abedin, (being the predecessor-in-title of the Vendors nos. 2A to 2G herein) have been duly entered in the record of rights/parcha which has been duly issued in their names in respect of the said property. The aforesaid two persons along with three others had purchased the said property from Golam Mostafa Sardar under a Deed of Absolute Sale (in Bengali) dated 08.01.1965 registered at the Office of the Sub-Registrar, Domjur, Howrah in Book No. I, Volume No. 8, at Pages 22 to 24, Being No. 81 for the year 1966. Upon the death of Jainal Abedin his share in the said property devolved upon the Vendors nos. 2A to 2G herein, being his only legal heirs.
- C. The Vendors herein thus are the lawful absolute owners and fully seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- D. No person other than the Vendors have any right title or interest whatsoever in the said property or any part thereof and the said property is free from all



peaceful khas possession of the said property and every portion thereof absolutely and have been personally enjoying and using the same without any interruption whatsoever.

- E. The said property or any part thereof is not affected by any Bargadar, Bhagchasi occupancy or any other rights and no Bargadar or Bhagchasi is recorded in the relevant records in respect of the said property or any part thereof.
- The Vendors and/or their predecessors-in-title have not in any way dealt with the said property or any part thereof whereby the right, title and interest of the Vendors and/or their predecessors-in-title as to the ownership, use, enjoyment and sale of the said property or any part thereof is or may be affected in any manner whatsoever. The Vendors and/or their predecessors-in-title have not used the said property or any part thereof for any purpose other than that for which the same was meant and have not committed default of and/or contravened any provision of law applicable to the said property or any part thereof.
 - G. The Vendors had agreed to sell the said property to the Confirming Party and/or his nominees and had received earnest money and part payment in respect of thereof. The Confirming Party has nominated the Purchasers herein in his place and stead to purchase the said property from the Vendors and the Vendors have duly accepted such nomination and agreed to execute the Deed of Conveyance in respect of the said property in favour of the Purchasers herein.



- H. No other agreement or arrangement whatsoever, written or oral, with any other person or entity relating to and/or concerning the said property or any portion thereof in any manner whatsoever is valid or subsisting.
- There is no legal or other proceeding or any injunction or other order of any Court

 (Civil or Criminal) against the Vendors and/or the Confirming Party affecting,

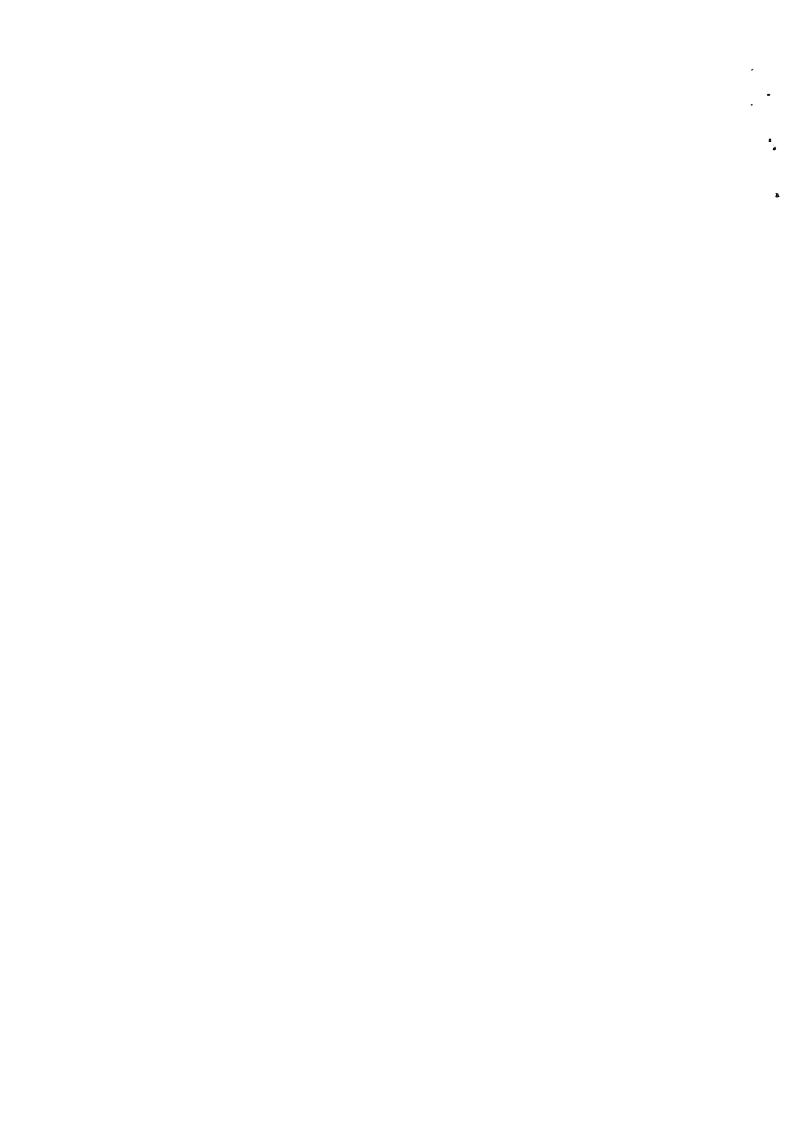
 relating to or concerning the said property or any part or portion thereof in any

 manner whatsoever
- J. The predecessors-in-title of the Vendors' were and the Vendors are entitled to lawfully retain, own and transfer the said property under the relevant laws governing the same. There neither was nor is any bar or restriction, legal or otherwise, to the sale of the said property by the Vendors to the Purchaser and/or for nomination of the Purchaser by the Confirming Party as mentioned herein.
 - K. The Vendors have a good and marketable title to the said property, free from all encumbrances and liabilities whatsoever
 - II. The Vendors have agreed to sell to the Purchasers, the Confirming Party has agreed to confirm and the Purchasers, relying on the aforesaid representations and assurances of the Vendors and the Confirming Party and believing the same to be true and correct and acting on the faith thereof, have agreed to purchase the said property free from all encumbrances and liabilities whatsoever as aforesaid at and for a total consideration of Rs. 11,33,125/- (Rupees eleven lacs thirty three thousand one hundred twenty five only) out of which Rs. 9,06,500/- (Rupees nine lacs six thousand five hundred only) has been agreed to be paid to the Vendors collectively (including the amounts



received by them from the Confirming Party which have been duly reimbursed by the Purchasers to the Confirming Party) and Rs, 2,26,625/- (Rupees two lacs twenty six thousand six hundred twenty five only) has been agreed to be paid to the Confirming Party as his consideration. The said sum of Rs. 9,06,500/- (Rupees nine lacs six thousand five hundred only) has been duly paid to and received by the Vendors at or before the execution hereof. The said sum of Rs. 2,26,625/- (Rupees two lacs twenty six thousand six hundred twenty five only) has been duly paid to and received by the Confirming Party at or before the execution hereof. The Vendors and the Confirming Party have already put the Purchasers in vacant, peaceful and khas physical possession of the said property in its entirety.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and nomination and in consideration of the said sum of Rs. 9,06,500/- (Rupees nine lacs six thousand five hundred only) paid to and received by the Vendors at or before the execution hereof and in further consideration of the said sum of Rs. 2,26,625/- (Rupees two lacs twenty six thousand six hundred twenty five only) paid to and received by the Confirming Party at or before the execution hereof together aggregating Rs. 11,33,125/- (Rupees eleven lacs thirty three thousand one hundred twenty five only) being the total consideration money for the transfer of the said property as aforesaid (the receipt whereof the Vendors and the Confirming Party do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby transferred and conveyed) the Vendors do hereby indefeasibly grant sell transfer convey assign and assure unto the Purchasers absolutely and forever, and the Confirming Party doth hereby confirm and assure the same unto the Purchasers, free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts



prohibitions restrictions executions acquisitions requisitions attachments vesting easements liabilities and lis pendens whatsoever ALL THAT the piece or parcel of agricultural (sali) land measuring about 15 decimals in L.R. Dag No. 1205 (R.S. Dag No. 1171) under L.R. Khatian Nos. 1941/1 and 1560 J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah, and more fully described in the Schedule hereunder written and hereinafter referred to as "the said property" and delineated in GREEN borders in the map or plan annexed hereto OR HOWSOEVER OTHERWISE the said property or any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished Together With all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appurtaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appurtaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said property and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendors in to and upon and in respect of the said property or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property hereby



granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and for ever free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever AND the Vendors and the Confirming Party do hereby covenant with the Purchasers that the Vendors are the provin absolute and lawful owners of and well and sufficiently seised and possessed of and TWIT entitled to the said property and every part thereof free from all encumbrances and liabilities of whatsoever nature AND the Vendors and the Confirming Party do hereby covenant with the Purchasers that neither the Vendors nor any of their predecessors-intitle nor the Confirming Party have at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid and/or the Confirming Party may or can be prevented from confirming and assuring the same unto the Purchasers AND THAT NOTWITHSTANDING any act deed or thing by the Vendors and/or any of their predecessors-in-title and/or the Confirming Party done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the absolute and lawful owners of and/or otherwise well and sufficiently seised and possessed of and entitled to the said property hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT



NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendors have now in themselves good right and full and absolute power to grant sell convey transfer and assure the said property hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner aforesaid AND that the Purchasers shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and receive and take the tents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust for any of their predecessors in title or any of them AND THAT the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors and the Confirming Party well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever suffered or made or created in respect of the said property by the Vendors and/or their predecessors in title or any of them and/or by the Confirming Party or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or their predecessors in title or any of them as aforesaid or otherwise AND THAT all rates taxes all other impositions and/or outgoings payable in respect of the said property have been paid in full upto the date of these presents AND THAT the Vendors do not hold any excess land under the West Bengal Land Reforms Act, 1955 and/or under the Urban Land (Ceiling and Regulation) Act, 1976 and the said property or any part thereof has not been affected or vested under the said Acts or otherwise AND THAT the said property or any part thereof is not affected by any notice



or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever AND THAT there is no certificate case or proceeding instituted or pending against the Vendors and/or concerning the said property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force AND THAT the said property is not affected by any notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority AND THAT no declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the said property or any part thereof is not affected by any Notice or Scheme for acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever AND THAT no notice has been served on the Vendors and/or their predecessors in title or any of them for the acquisition of the said property or any part thereof under Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendors and the Confirming Party have no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof AND THAT no suit and/or proceeding are or is pending in any Court of law affecting the said property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority AND the Vendors and the Confirming Party covenant with the Purchasers that they and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through under or in trust for the Vendors and/or the Confirming Party





shall and will from time to time and at all times hereafter at the request of the Purchasers make do acknowledge and execute at the costs of the Vendors and/or the Confirming Party all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said property and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece or parcel of agricultural (sali) land measuring about 15

decimals in L.R. Dag No. 1205 (R.S. Dag No. 1171) under L.R. Khatian Nos. 1941/1 and

1560 J.L. No. 10, Mouza Unsani, P.S. Jagacha, District Howrah, and delineated in

GREEN borders in the map or plan annexed hereto and butted and bounded in the

following manner: The land 41 Beyard Fimb. From Control Live of Koma Expression

On the North by : R. S. Dag No. 1168;

On the East by R. S. Dag No. 1172;

On the West by R. S. Dag No. 1171, and

On the South by R. S. Dag No. 1173.

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished



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set and subscribed their respective hands on the day month and year first above written

SIGNED AND DELIVERED by the withinnamed Vendors at _____ in the presence

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- 28) Farel millich.
- So) soluité evenso
- 20) विसाद्यात्र की मुक्त
- 2E) Subin Ali Mallier
- 2F) SHIG & 41 21 12 50 605 131
- 261) in stron com

SIGNED AND DELIVERED by the within-

named Confirming Party at _____i

Assel gase

the presence of:

of:

Prepared by: Rajeev Ginodia, Advocate

Enrolment number: F/671/680 of 1989

Typed by: Gouri Shankar Rana

Gari Samer Rover



hundred only being the consideration money in full payable to the Vendors under these presents as per the following -

MEMO OF CONSIDERATION

BY CASH

R. 90 6500.00

(Rupees nine lacs six thousand five hundred only)

Rs 906500.00

Witnesses:

Sandato Barrio

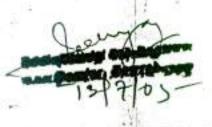
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within mentioned sum of Rupees two lacs twenty six thousand six hundred twenty five only being the consideration money in full payable to the Confirming Party under these presents as per the following

MEMO OF CONSIDERATION

BY CASH

Rs 1625 - CD

BY AMOUNT PAID BY BANKERS CHO

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BEABOUENE ROAD, KOLKATA IN
FAVOUR OF SANDAY GOYAL AT THE
REQUEST OF THE LUNFIEUING PARTY AND
REQUEST OF THE LUNFIEUING PARTY AND
PAYAGLE AT BANK OF BARODA, GANGTON

Rs. 2,00,000 CE

D NO. 00851 dt. 11 03. 2005 ISSUED BY
BANK OF BARDDA, BRANDOU ENE ROAD, KOLKINTA
IN FANOUR OF SUMIT SINGHAMIA AT THE
REQUELT OF CONFIRMING PARTY AT PAYABLE
AT BANK OF BARDDA, CAMILTOK

R. 25000.60

REQUELT OF CONFIEMING TOK AT BANK OF BARODA, CANGTOK (Rupees two lacs twenty six thousand six hundred twenty five only) Re, 226 625 CC

O Sandido Barri 17. Gart - Pocace Kolonta. 69:

SKAKKAMALI

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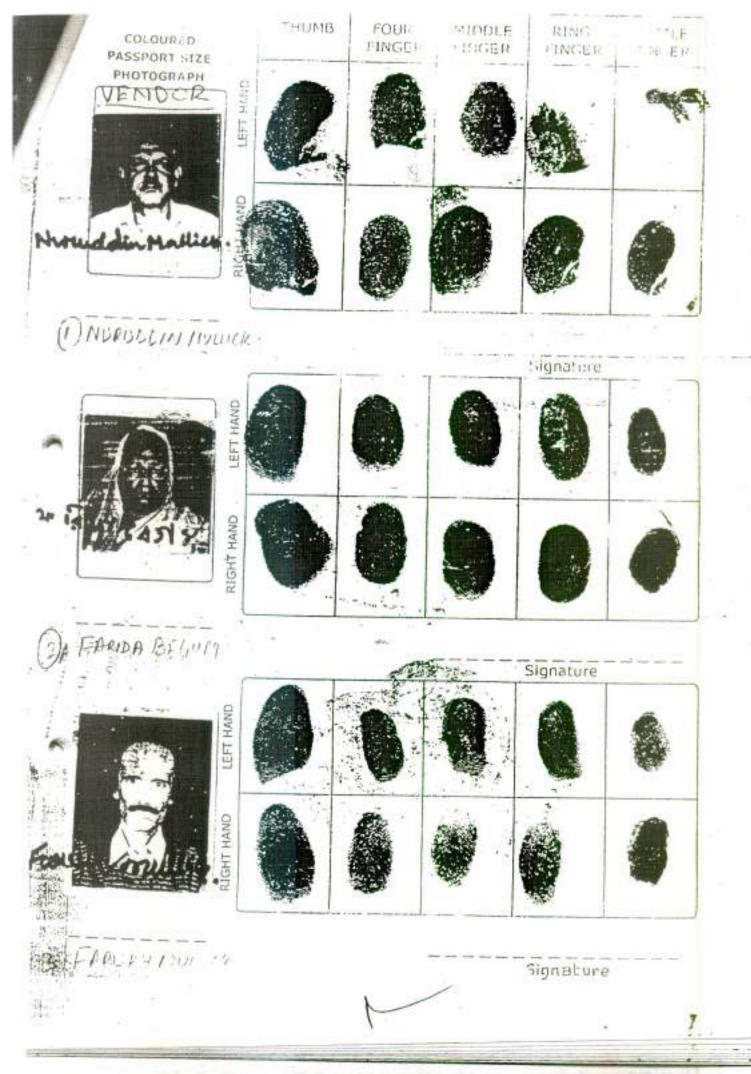
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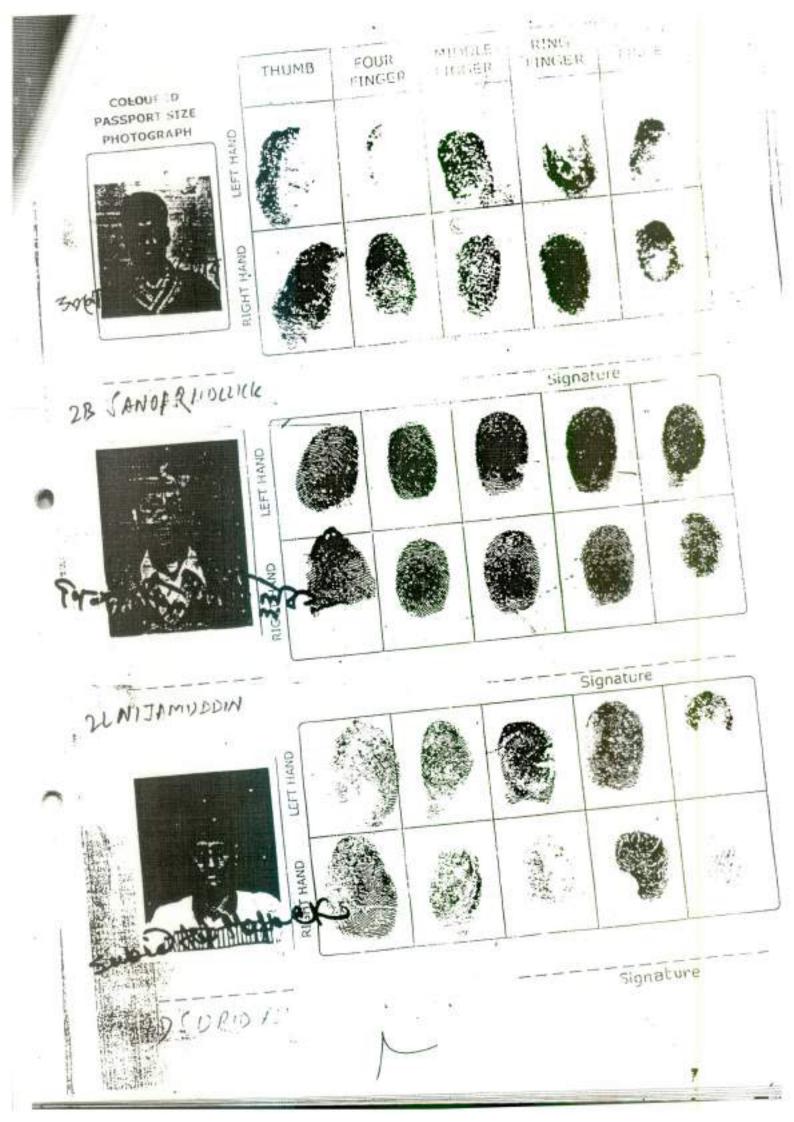
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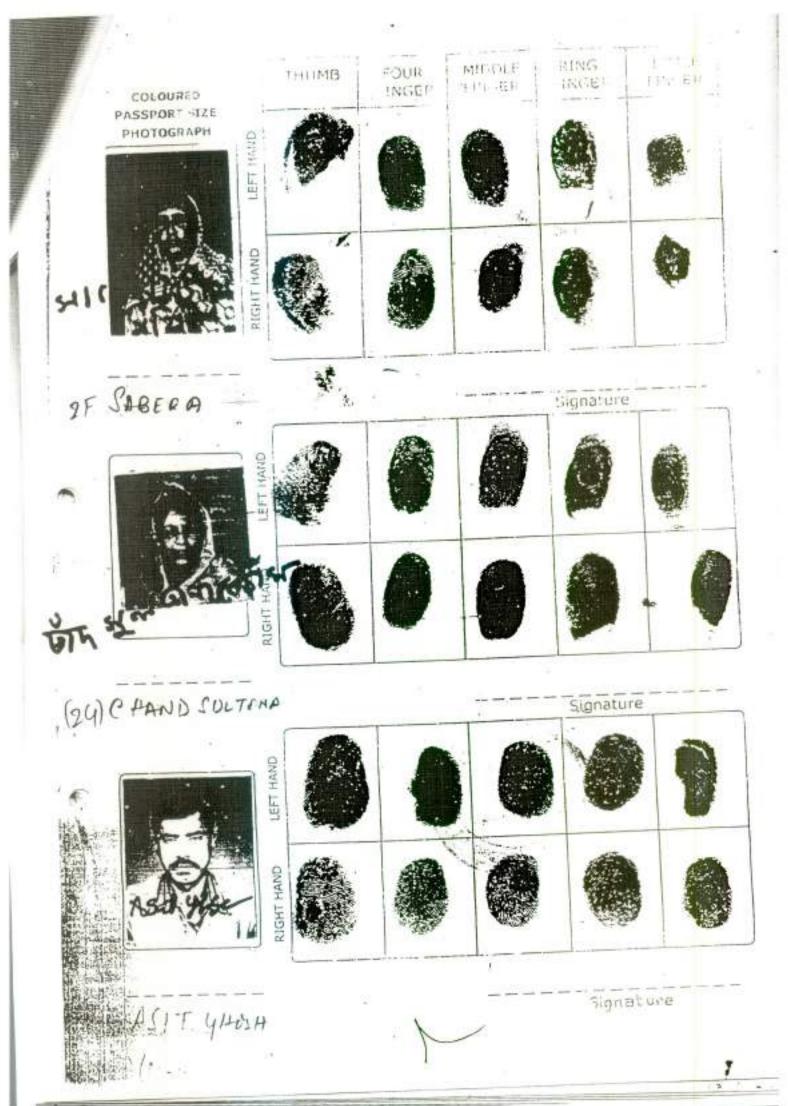
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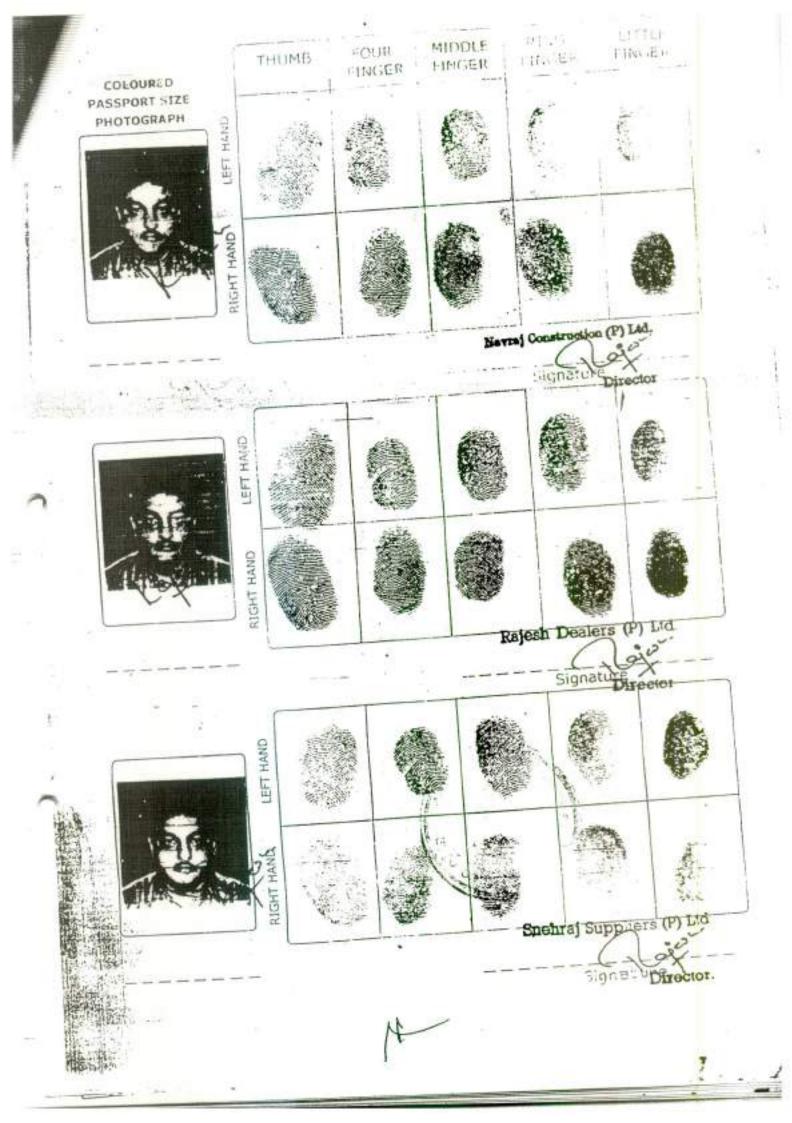


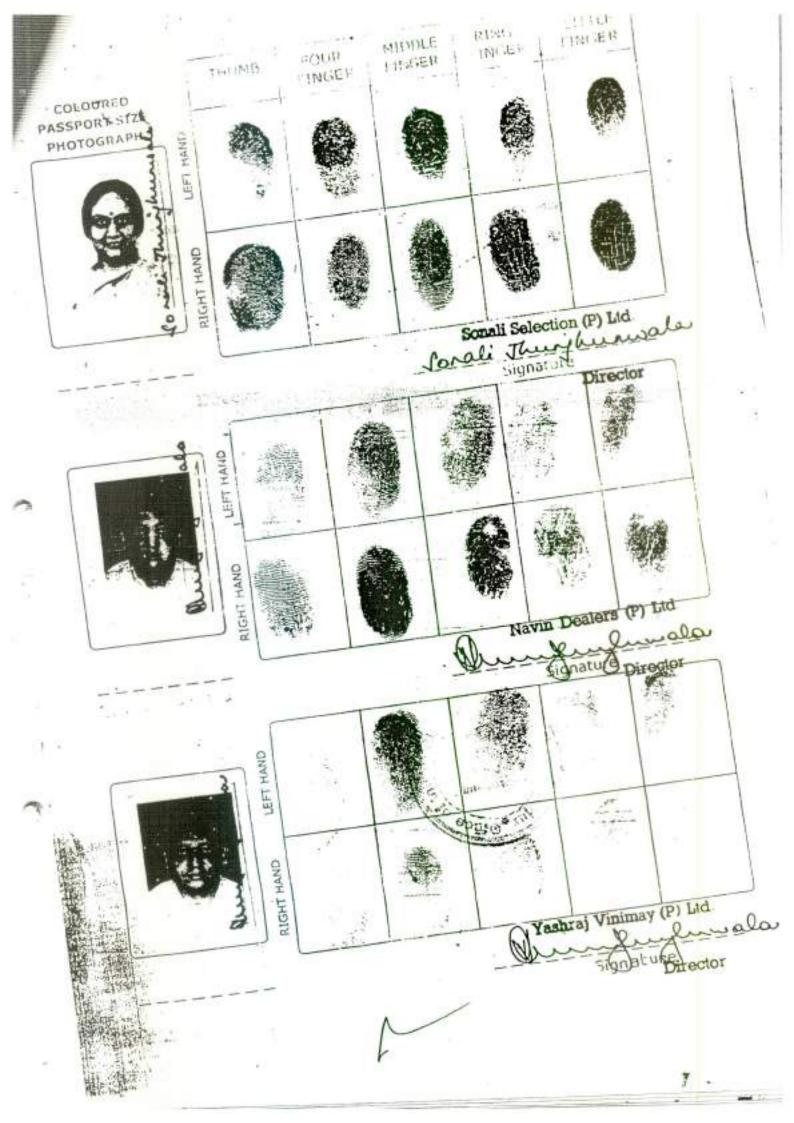




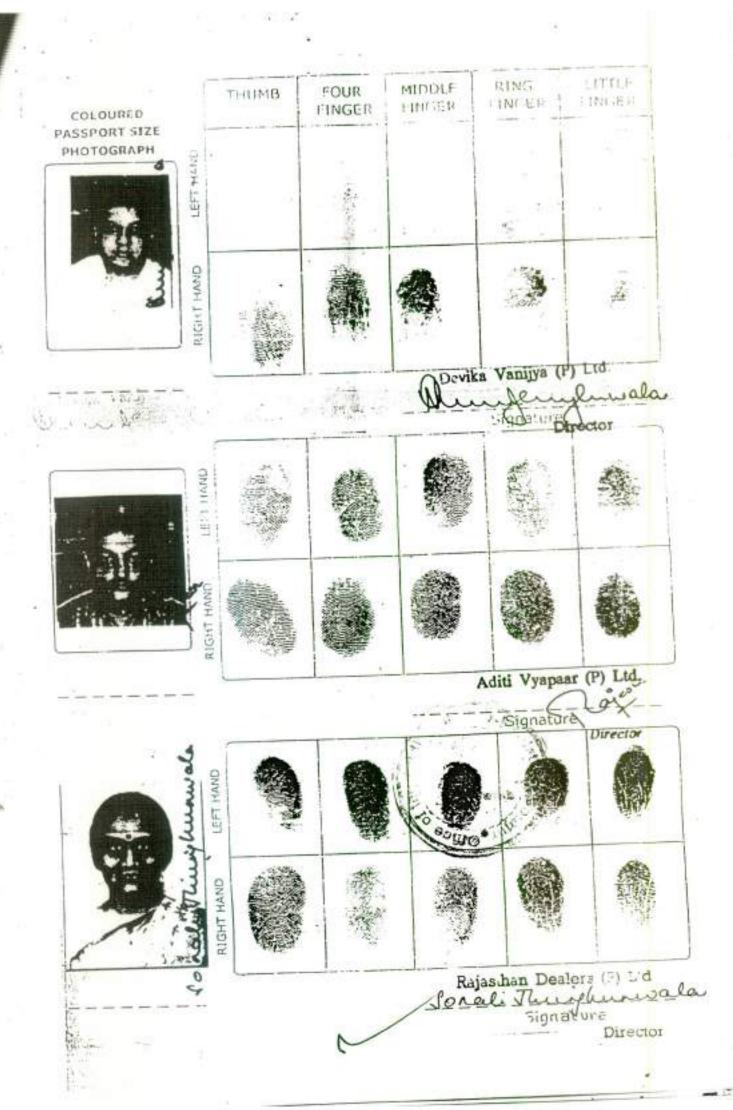




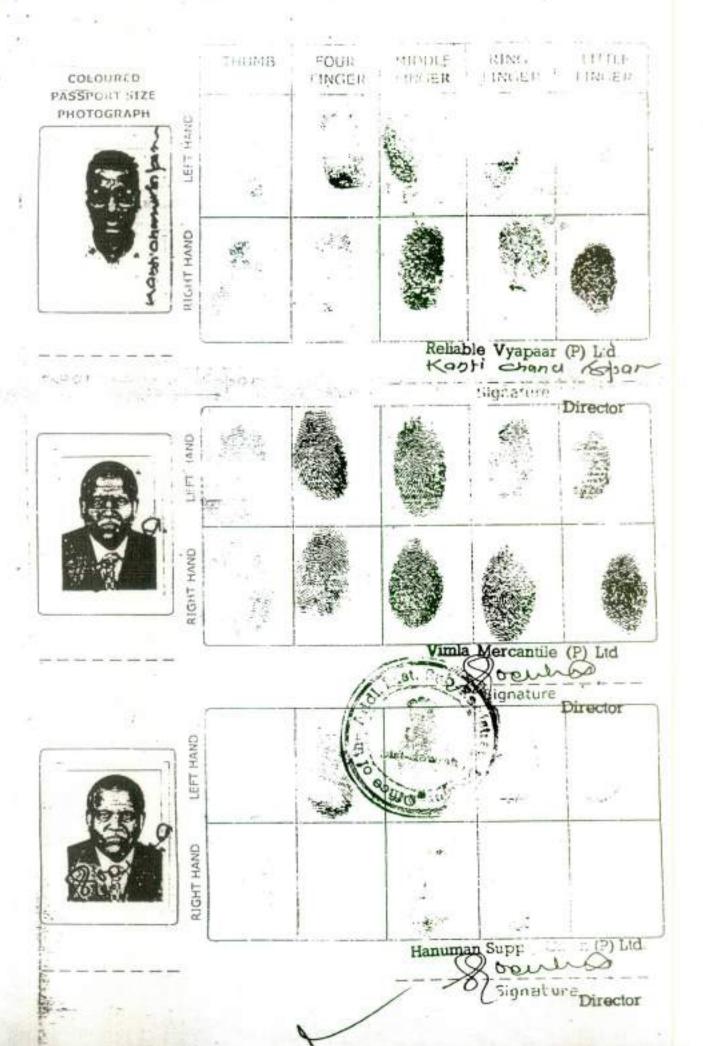




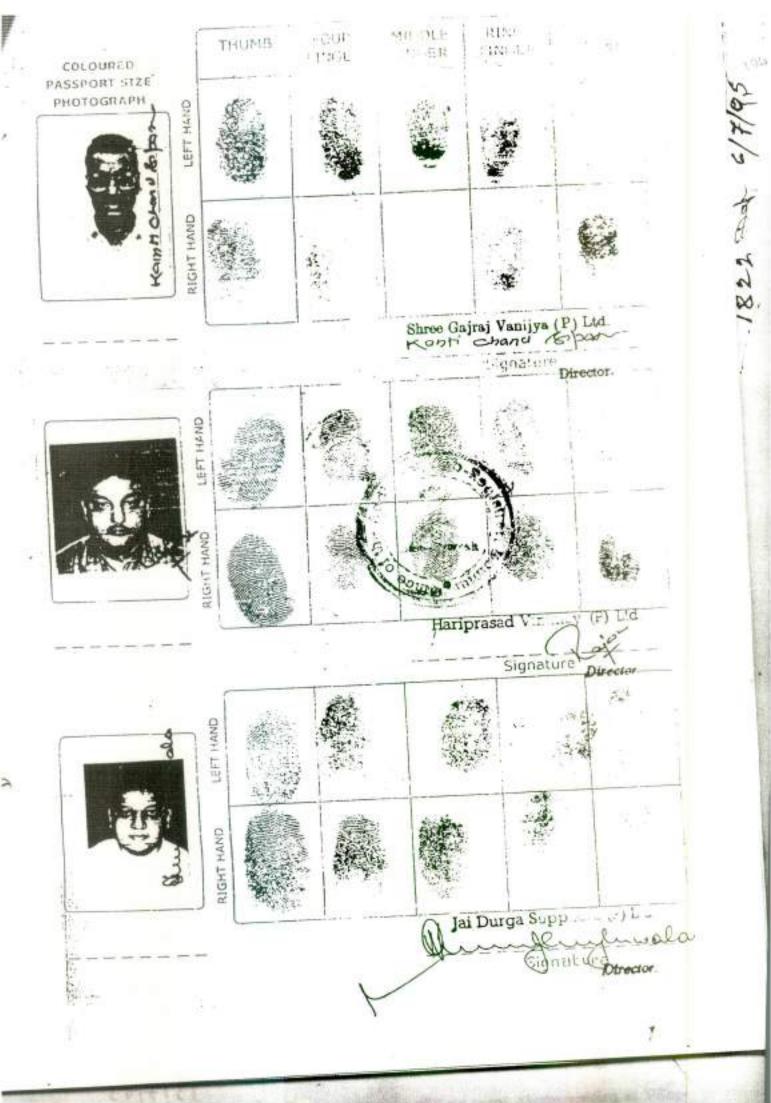
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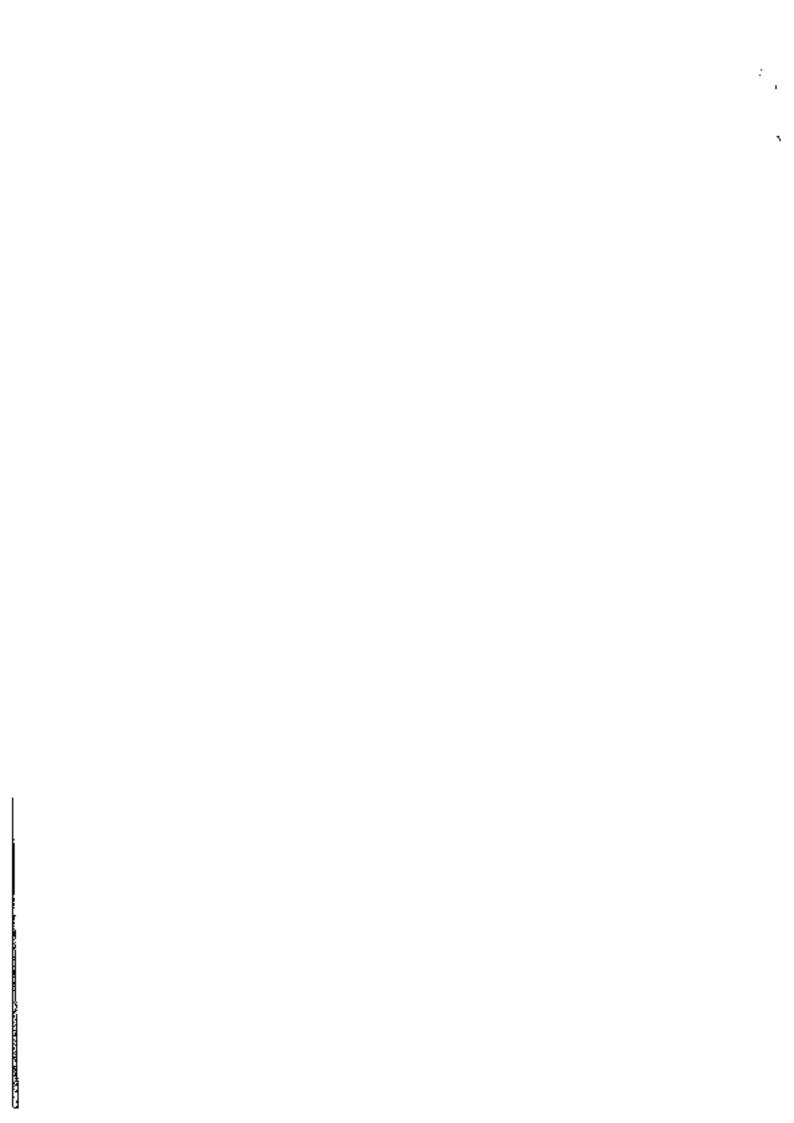


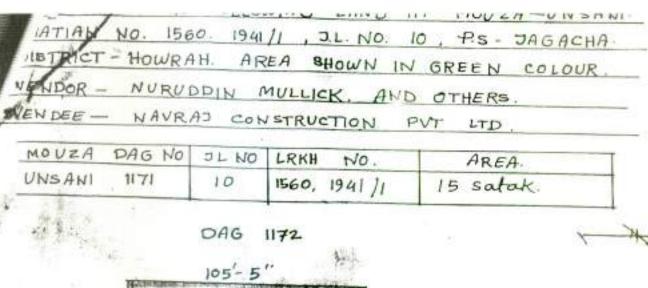












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DAG 1171

AREA - 15 Satak.

DAG 1168

DAG NI

DAG 1171

Freed NO 2024 Freed by!

Control Secret

SEC. A

