

,10/10/06 451 টেচ্ছার নাছ.... ARUN KR. BHOWMICK ≰ন্লের মূলা
... ADVOCATE HIGH COURT, KULKATA क्रान्य व्यवस्तित या विधान नगर (मण्डलक ।मछे) 85666) এ, তি, এশ, আর, অফিস क्षानाम मर बाहे हेगांच्या क्रम जार --2 1 SEP 2006 এই চালান না- গ মোট কত টাকার ্ট্যাম্প থানিদ করা চুট্য ছ 308000 क्षातीत नाम-राड:कभूव ভেণ্ডার- মিটা দ্ব D.D. they of Co of the Sade Re Course on South Aegustrar u s 7 (2) Morth 24 Parganas (B. S. R-H) 12 0 OCT 2006 WE WE PROJEMS rth 24 Pargenar (D. S. R-II LE MEZ 2-0 OCT 2006 Wi- Busselling P. T. O

by faith – Muslim, by Occupation – Cultivation and Housewife, residing at Kalikapur, Police Station – Rajarhat, in the District of 24-Parganas (North), all are Indian Citizen, hereinafter called the **VENDORS**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

ARCH GRIHA NIRMAN PRIVATE LIMITED, a limited company, registered under the Companies Act, 1956, represented its Director KAILASH CHAND SARAOG! son of Sri Mohan Lal Saraogi, having its office at 99A, Park Street, 5th Floor, Kolkata – 700 016, hereinafter called the PURCHASER, (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 OTHER PART.

whereas by virtue of records of right, Enat Ali Molla, was well seized and possessed of or otherwise well and sufficiently entitled to the pieces and parcels of sali lands measuring an undivided share area of (i) 00.66 Decimal out of 08 Decimal comprised in R.S. & L.R. Dag No. 1226, (ii) 02.83 Decimal out of 34 Decimal comprised in R.S. & L.R. Dag No. 1227, being total area 03.49 Decimal under L.R. Khatian No. 106, at Mouza – Kalikapur, Police Station – Rajarhat, in the District of 24-Parganas (North).

AND WHEREAS after the death of Enat Ali Molla his wife Chayra Bibi, four sons Yakub Molla, Jumman Molla, Moslem Molla, Islam Molla (Since deceased) and four daughters Banu Bibi, Lalbanu Bibi, Golbanu Bibi, Sarbanu Bibi, became the owners of the aforesaid land by virtue of succession.

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AND WHEREAS after the death of Islam Molla his wife Neherjan Bibi, three sons Khadem Ali Molla, Siddique Ali Molla, Razzak Ali Molla, became the owners of his share in the aforesaid land by virtue of succession.

AND WHEREAS Chayra Bibi, Yakub Molla, Jumman Molla, Moslem Molla, Neherjan Bibi, Khadem Ali Molla, Siddique Ali Molla, Razzak Ali Molla, Banu Bibi, Lalbanu Bibi, Golbanu Bibi, Sarbanu Bibi, the Vendor Nos. 1 to 12 herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an undivided share area of (i) 00.66 Decimal out of 08 Decimal comprised in R.S. & L.R. Dag No. 1226, (ii) 02.83 Decimal out of 34 Decimal comprised in R.S. & L.R. Dag No. 1227, being total area 03.49 Decimal under L.R. Khatian No. 106, at Mouza – Kalikapur, P.S. Rajarhat in the District of 24 Parganas (North).

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase the Said Plot, of land measuring an undivided share area of **03.49** Decimal comprised in R.S. and L.R. Dag No. **1226**, **1227**, under L.R. Khatian No. **106**, more fully and particularly described in the schedule hereunder written and delineated in the map or plan annexed hereto and bordered RED thereon at or for the price of **Rs. 84,600/-** (Rupees Eighty Four Thousand Six Hundred) only.

NOW THIS INDENTURE WITNESSETH THAT:

1. In pursuance of the said agreement and in consideration of the said sum of Rs. 84,600/- (Rupees Eighty Four Thousand Six Hundred) only paid by the Purchaser to the Vendors at or before the execution of these presents (receipts whereof the Vendors do hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever release, discharge and



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acquit the Purchaser and the Said Plot), the Vendors do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser the Said Plot i.e. ALL THAT the piece or parcel of sali land admeasuring an undivided share area of 03.49 Decimal comprised in R.S. and L.R. Dag No. 1226, 1227, under L.R. Khatian No. 106, at Mouza Kalikapur, P.S. Rajarhat in the District of 24 Parganas (North), more fully and particularly described in the SCHEDULE hereunder written and delineated in the map or plan annexed hereto and bordered RED thereon and hereinbefore as well as hereafter called "the SAID PLOT" OR HOWSOEVER OTHERWISE the Said Plot now is or at any time hereto before were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, fixtures, benefits, advantages and all manner of former or other appendages rights, liberties, easements, privileges, appurtenances whatsoever belonging to the Said Plot or in anywise appertaining thereto or any part thereof held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions, remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be AND all the estate, right, title, interest inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into upon or in respect of the Said Plot or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession 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 Plot and all and singular, the lands hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or

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intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, trusts, liens, lispendens, charges, attachments, claimants, bargadars (share-croppers), requisitions, acquisitions, vestings and alignments whatsoever.

II. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

- That notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any of their predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, the Vendors are now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the Said Plot and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid;
- done as aforesaid, the Vendors now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Plot and all properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents;
- and benefits hereby granted, sold, conveyed, assigned and assured or expressed or intended so to be and each of them is now free from all encumbrances, demands, claims,



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bargadars, charges, liens, attachments, vestings, leases, lispendens, uses, debutters or trusts made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest in the Said Plot from under or in trust for the Vendors;

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- iv) AND THAT the Vendors have, at or before the execution of this conveyance, delivered vacant and peaceful possession of the entirety of the Said Plot to the Purchaser and the Vendors have no claim of any nature whatsoever against the Purchaser;
- and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the Said Plot and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors;
- vi) AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the costs and expenses of the Vendors, well and sufficiently entitled saved and indemnified of, from and against all charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the Vendors or any of their predecessors-in-title or any person lawfully or equitably claiming as aforesaid;



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- vii) **AND THAT** the Vendors shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, bargadars, vestings, attachments, lispendens, uses, debutters, trusts, claims and demands of any and every nature whatsoever by or against the Vendors or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the Said Plot or any part thereof;
- viii) AND ALSO THAT the Vendors and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the Said Plot or any part thereof from under or in trust for 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 and cause to be done and executed ail such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the Said Plot and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required;
- heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Plot and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title.



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SCHEDULE (Said Plot)

ALL THAT the piece or parcel of *sali* land measuring an undivided share area of **03.49** Decimal comprised in R.S. and L.R. Dag No. **1226**, **1227**, under L.R. Khatian No. **106**, at Mouza - Kalikapur, P.S. Rajarhat, within the limit of Patharghata Gram Panchayet, Addl. District Sub-Registrar Office Bidhannagar and according to the Record of Rights finally published the Said Plot is comprised at Pargana – Kalikata, J.L. No. 40, R.S. No. 126, Touzi No. 10, in the District of 24 Parganas (North).

R.S. & L.R. Dag No.	Total Land Area	Sold Area	Nature of Land
1226	08 Decimals	00.66 Decima	1 Sali
1227	34 Decimals	02.83 Decima 03.49 Decima	TO ADMINISTRATION OF THE PARTY

The said plot of land is butted and bounded as follows: -

BOUNDARY OF R.S. and L.R. DAG NO. 1226

ON THE NORTH : R.S. & L.R. Dag No. 1225.

ON THE SOUTH : R.S. & L.R. Dag No. 1229.

ON THE EAST : R.S. & L.R. Dag No. 1232.

ON THE WEST : R.S. & L.R. Dag No. 1227.

BOUNDARY OF R.S. and L.R. DAG NO. 1227

ON THE NORTH: R.S. & L.R. Dag No. 1223 & 1225.

ON THE SOUTH : R.S. & L.R. Dag No. 1228.

ON THE EAST : R.S. & L.R. Dag No. 1226.

ON THE WEST : R.S. & L.R. Dag No. 1212 & 1213.



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IN WITNESS WHEREOF, the **VENDORS** have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED by the VENDORS at Kolkata in presence of:

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SIGNATURE OF VENDORS

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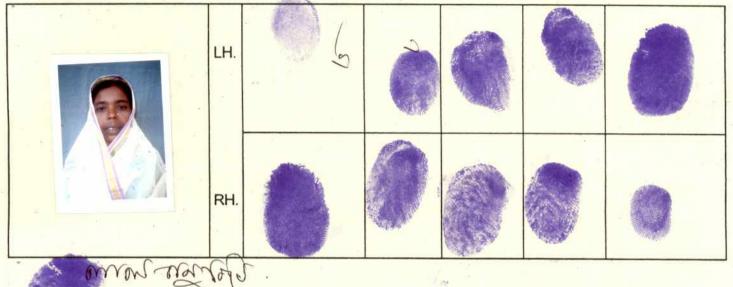


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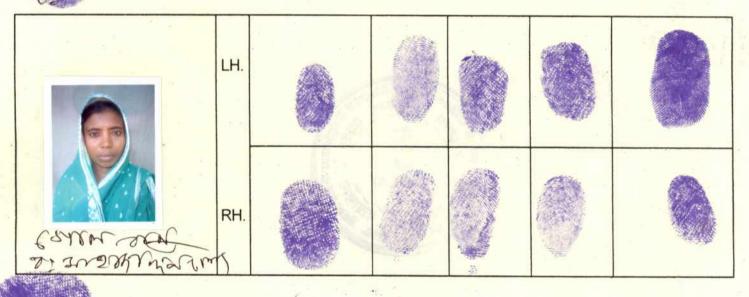
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UNDER RULE 44A OF THE I.R. ACT 1908

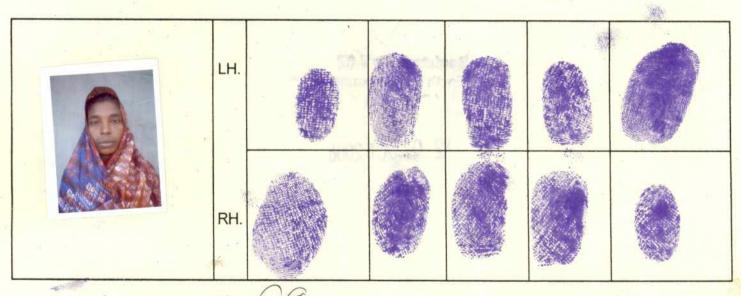
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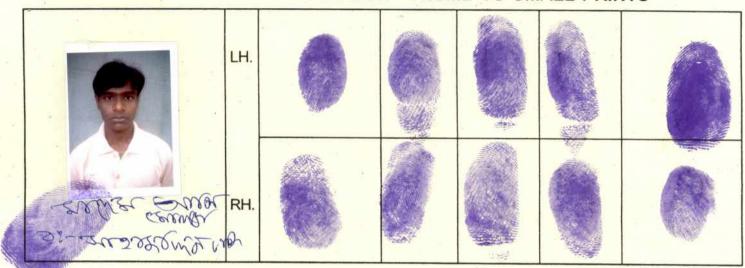
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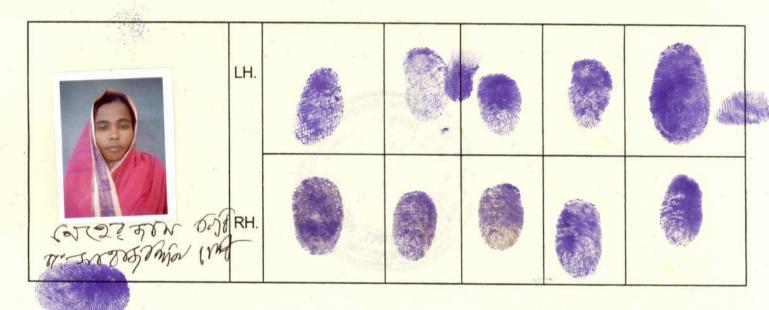
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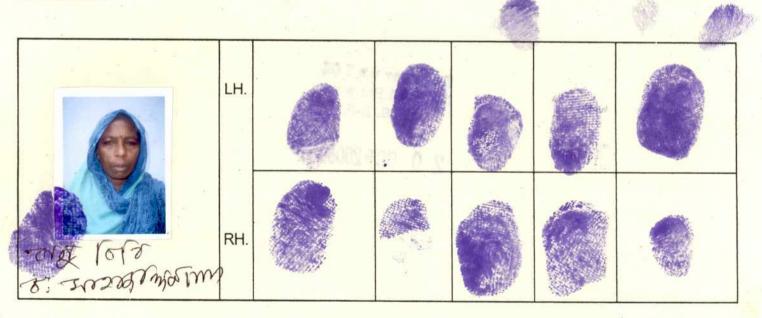
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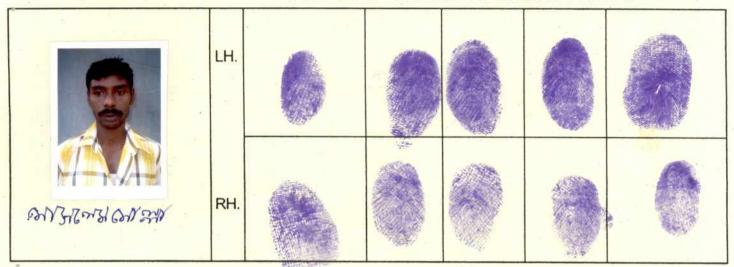


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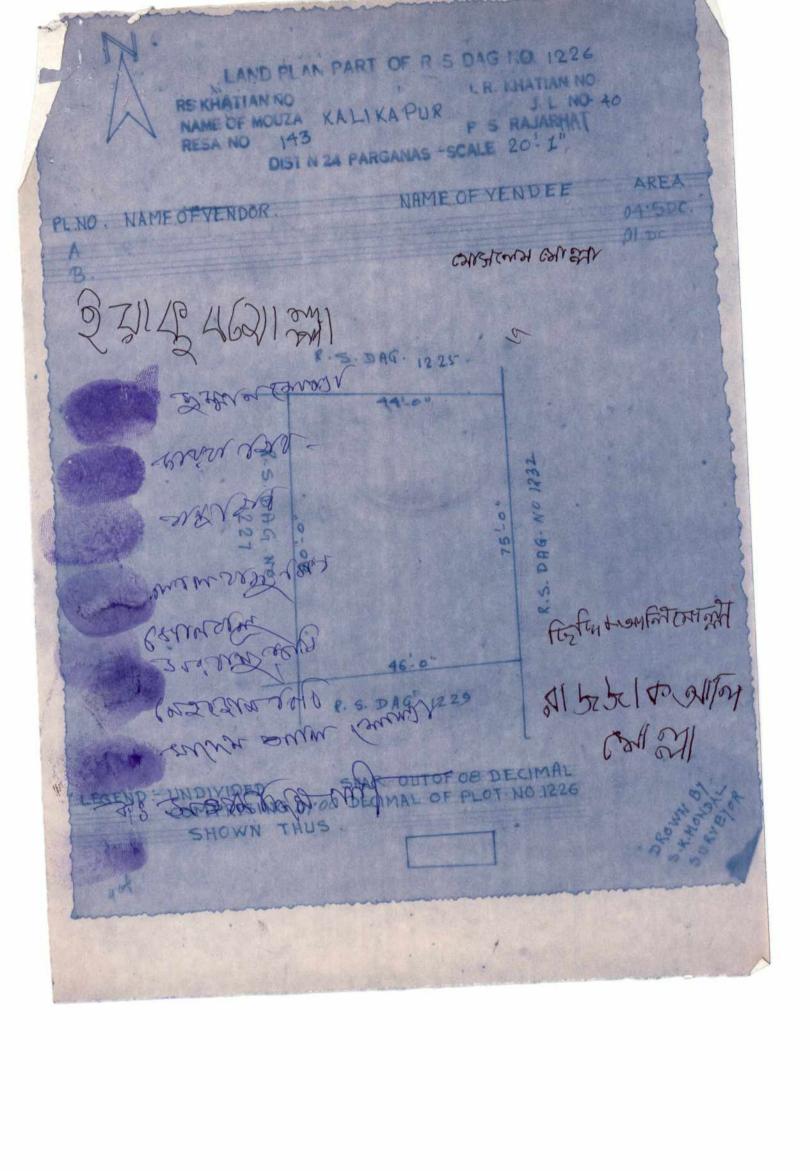
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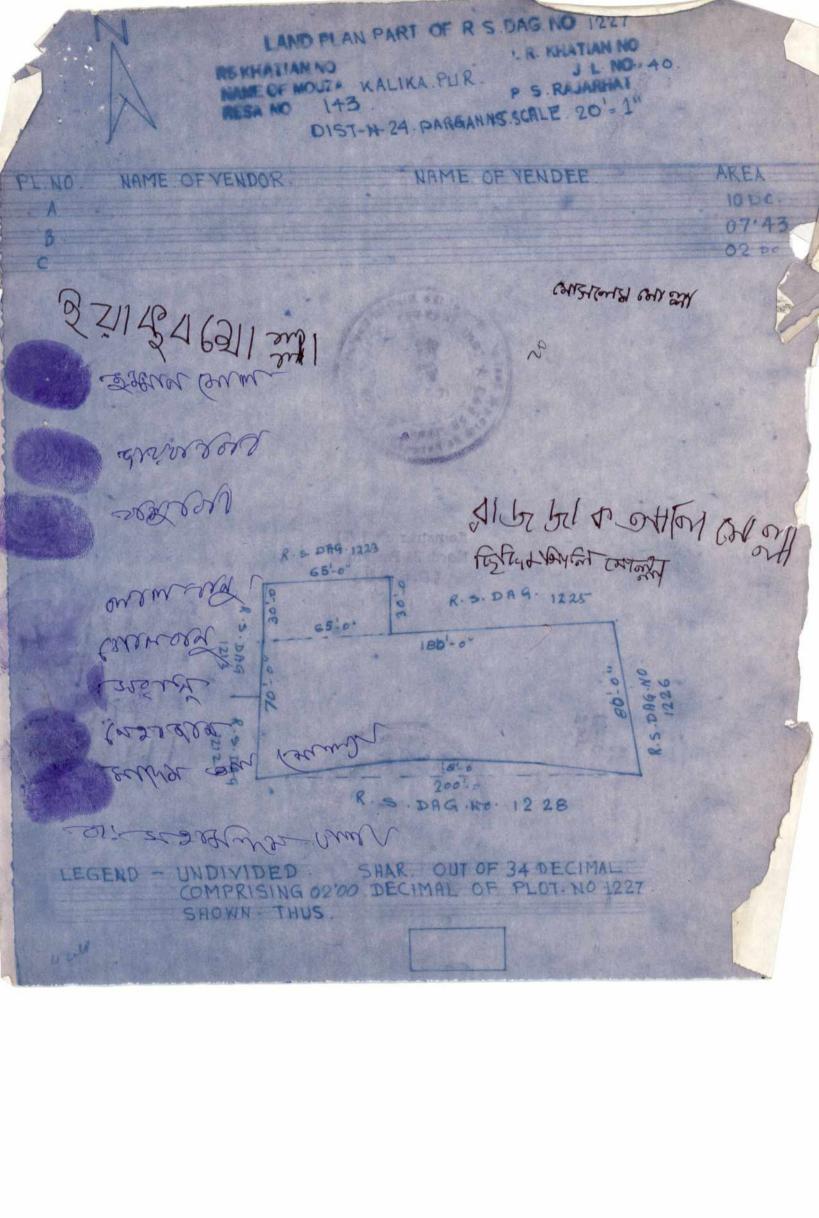
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MEMO OF CONSIDERATION

Paid by

Rs. 84,600/-

Rs. 84,600/-

(Rupees Eighty Four Thousand Six Hundred) only.

Witness:

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Drafted by: -

ARUN KUMAR BHAUMIK (Advocate)

Kolkata High Court Registration No.905/1983 63/21, Dum Dum Road, Kol-74 Surer Math, Dial 2529-2531.

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29/09/2007



