00375 VC No- 192/11 I 00349/2011

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL A 020133

DEED OF CONVEYANCE

19 JAN 2011

THIS INDENTURE OF CONVEYANCE made this the 18th day of January 2011(Two Thousand and Eleven).

BETWEEN

(1) SK. ALAUDDIN AHMED (having PAN-AUGPA 6310 D); (2) SK. GOLAM MOINUDDIN (having PAN-BFXPM 3067 E); (3) SK. MAHBUB HOSSAIN (having PAN-AFGPH 7754 F); (4) SK. RAHMAT ALI (having PAN-ATDPA 9918 R); (5) SK. MAHFUZ AHMED (having PAN-ATMPA 0932 E); (6) SK. MAHATABUDDIN AHMED (having PAN-CWOPS 0606 J); 1 to 6 are all sons of

3252

28/12/2010

A. K. Purkayastha (Stamp Vendor)
Alipore Police Court, Kol-27

Rehan Javed & ors.
44/2 Shamsul Huda Rd
Kol-17

Rs. 5000/-

Rehan Javed

VCT1-231

Rehan Javed

VCT1-232

(IRFAN JAVED)

VCT1-233

For PARK LEATHER CO.
Javed Ahmed
Partner

Abdul Kalam

18 JAN 2011

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 6823 to 6850
being No 00349 for the year 2011.

District Sub-Registrar III, South 24 Parganas, South 24 Parganas

19 JAN 2011

(Utpal Kumar Chakravarty) 19-January-2011
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24-PARGANAS
West Bengal

Government Of West Bengal

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

Endorsement For Deed Number : I - 00349 of 2011

(Serial No. 00375 of 2011)

On

Payment of Fees:

On 18/01/2011

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

Presented for registration at 17.00 hrs on :18/01/2011, at the Private residence by Rehan Javed , one of the Claimants.

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

Execution is admitted on 18/01/2011 by

1. Sk. Alauddin Ahmed, son of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 , By Caste Muslim, By Profession : Others
2. Sk. Golam Moinuddin, son of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 , By Caste Muslim, By Profession : Others
3. Sk. Mahbub Hossain, son of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 , By Caste Muslim, By Profession : Others
4. Sk. Rahmat Ali, son of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 , By Caste Muslim, By Profession : Others
5. Sk. Mahfuz Ahmed, son of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 , By Caste Muslim, By Profession : Others
6. Sk Mahatabuddin Ahmed, son of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 , By Caste Muslim, By Profession : Others
7. Mst. Rukhsana Khatoon, daughter of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 , By Caste Muslim, By Profession : House wife
8. Mst. Rehana Laskar, daughter of Late Sk. Teheruddin Ahmed , S/bg-15, Baishnab Ghata Patuli, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700094 , By Caste Muslim, By Profession : House wife
9. Mst. Reshma Khan, daughter of Late Sk. Teheruddin Ahmed , S/bg-15, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Bonhoogly , By Caste Muslim, By Profession : House wife
10. Kaniz Fathma, daughter of Late Sk. Teheruddin Ahmed , 1/1c, Jhoutala Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 , By Caste Muslim, By Profession : Others

(Utpal Kumar Chakravarty)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Registrar
South 24 Parganas

19 JAN 2011

11. Jb. Javed Akhter
Authorised Signatory, Park Leather Company, 113c, Matheswartala Road, Kolkata, Thana:-Tangra, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 .
, By Profession : Others

12. Rehan Javed, son of Javed Akhter , 44/d, Samsul Huda Road, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 , By Caste Muslim, By Profession : Business

13. Irfan Javed, son of Javed Akhter , 44/d, Samsul Huda Road, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017 , By Caste Muslim, By Profession : Business

Identified By Abdul Kalam, son of L. Hallin, 28/h/7, Sir Syed Ahmed Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700014 , By Caste: Muslim, By Profession: Business.

Executed by Attorney

Execution by

1. Sk Mahbub Hossain, son of Late Sk. Teheruddin Ahmed , 35/b, Topsia Road South, Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 By Caste Muslim By Profession: Others,as the constituted attorney of Rokeya Khatoon is admitted by him.

Identified By Abdul Kalam, son of L. Hallin, 28/h/7, Sir Syed Ahmed Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700014 , By Caste: Muslim, By Profession: Business.

(Utpal Kumar Chakravarty)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

On 19/01/2011

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 : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 459296/-, on 19/01/2011

(Under Article : A(1) = 459250/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 19/01/2011)

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.-41750150/-

(Utpal Kumar Chakravarty)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Civil and Regulatory
Appellate Jurisdiction

19 JAN 2011

Government Of West Bengal

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

Endorsement For Deed Number : I - 00349 of 2011

(Serial No. 00375 of 2011)

Certified that the required stamp duty of this document is Rs.- 2922531 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 1458800/- is paid, by the Bankers cheque number 059517, Bankers Cheque Date 11/01/2011, Bank Name State Bank of India, PARK CIRCUS, received on 19/01/2011
2. Rs. 1458800/- is paid, by the Bankers cheque number 059516, Bankers Cheque Date 11/01/2011, Bank Name State Bank of India, PARK CIRCUS, received on 19/01/2011

(Utpal Kumar Chakravarty)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

(Utpal Kumar Chakravarty)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Late Sk. Taheruddin Ahmed, all by faith Islam, by occupation Business, all residing at 35/B, Topsia Road (South), Police Station Topsia, Kolkata 700046; **(7) MST. RUKHSANA KHATOON** (having PAN-BUDPK 3316 D), wife of Belal Ahmed Khan and daughter of Late Sk. Taheruddin Ahmed, by faith Islam, by occupation Housewife, residing at 35B, Topsia Road (South), Police Station Topsia, Kolkata 700046; **(8) MST. REHANA LASKAR** (having PAN-AWRPR 1565 J), wife of Late Akhter Laskar and daughter of Late Sk. Taheruddin Ahmed, by faith Islam, by occupation Housewife, residing at S/BG-15, Baishnabghata, Patuli, Police Station Purba Jadavpur, Kolkata 700094; **(9) MST. RESHMA KHAN** (having PAN-BSLPK 2982 D), wife of Qutubuddin Khan and daughter of Late Sk. Taheruddin Ahmed by faith Islam, by occupation Housewife, residing at Gram Danga (North), Police Station Sonarpur, Post Office Bonhoogly, District South 24 Parganas, Kolkata 700103; **(10) ROKEYA KHATOON,** wife of Sk. Mokhtar Hossain daughter of Late Sk. Taheruddin Ahmed by faith Islam, by occupation Housewife, residing at 35/B, Topsia Road (South), Police Station Topsia, Kolkata 700046, being represented by her brother **SK. MAHBUB HOSSAIN,** son of Late Sk. Taheruddin Ahmed, residing at 35/B, Topsia Road (South), Police Station Topsia, Kolkata 700046, as her lawful and Constituted Attorney and **(11) KANIZ FATHMA** (having PAN-ABEPF 3463 F), wife of Ferdous Ahmed daughter of Late Sk. Taheruddin Ahmed by faith Islam, by occupation Housewife, residing at 1/1**C,** Jhoutala Road, Kolkata-700 017 hereinafter called the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART**,

-AND-

(1) REHAN JAVED (having PAN-ACSPJ 7133 K) and **(2) IRFAN JAVED** (having PAN-ACSPJ 7131 M), both sons of Javed Akhter, by faith Islam, residing at 44/D,

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Sk Mahbub Hossain

Sk M Ali

VCT1-234

Sk. Alauddin Ahmed.

VCT1-235

Sk. Golam Moinuddin

VCT1-236

Sk. Maqbool Hossain
For self and as Constituted Attorney of Roke ya Khatoon by the Pen of Sk. Maqbool Hossain

VCT1-237

Sk. Rahmat Ali

VCT1-238

SK Mohammad Ahmed

VCT1-239

Sk Mahabuddin

VCT1-240

Rukhsana Khatoon

VCT1-241

Rehana Laskar

Abdul Kader

Office of the Dist. Sub-Registrar
Alipur South 24 Parganas
18 JAN 2011

Shamsul Huda Road, P.S. Karaya, Kolkata-700 017 hereinafter called the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, legal representatives, administrators and/or assigns) of the **SECOND PART**

AND

PARK LEATHER COMPANY (having PAN-ASIFB 5359 D), a partnership firm having its principal office at 113C, Matheswartolla Road, Police Station Tangra, Kolkata-46 represented by its authorized, empowered and managing partner Jb. JAVED AKHTER son of Late Hai Md. Ishaque hereinafter referred to as the **CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office of the firm and the respective heirs, executors, legal representatives, administrators and/or assigns of the partners) of the **THIRD PART**

WHEREAS one Abul Khayer during his life time was absolute owner of and was lawfully seized and possessed of and otherwise well and sufficiently entitled to All That piece and parcel of land comprised in and forming part and portion of C.S. Dag Nos.494 and 495 measuring an area of land being 2 Bighas, 1 Cottah and 2 Chittak and 1 Bigha 6 Cottahs and 15 Chittaks respectively aggregating to the total area of 3 (three) Bighas, 8(eight) Cottahs and 1(one) Chittak be little more or less corresponding to C.S. Khatian No.12 lying in Mouza Tangra, Collectorate Touzi No.340/342, J.L. No.5 together with brick built buildings, structures, messuages, tenements and hereditaments thereon and the same previously forming part and portion of and appertaining to Tollygunge Municipal Holding No.26 previously under Tollygunge police station thereafter under Jadavpur police station and presently situate and lying within the municipal limit of the Kolkata Municipal Corporation under Ward No.66 and the same being known and numbered as KMC Premises No.113C, Matheswartala Road, Kolkata-700 046 corresponding to KMC Assessee No.210661001999 under Tangra Police Station, Additional Sub-Registry office at Sealdah in the District of South 24 Parganas more fully and particularly mentioned and described in the FIRST SCHEDULE written hereunder hereinafter referred to as the **"said property"**;

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[redacted] VCT/-242

-Kaniz Fothma

[redacted] VCT/-243

- Reshma Khan

Sub-Registrar-III
Alipur Sadar, 24-Parganas

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-Abdul Kalam
S/o L. Hafiz
28/H.17. Sib Syed
Ahmed Road Kol-14
P.S. Bangur
Bus

AND WHEREAS the name of the said Abul Khayer since deceased was also recorded in the Record of Right Register of the concerned land settlement office in respect of land comprised in the said property and he used to pay the rents and property tax to the competent authorities regularly during his life time;

AND WHEREAS the said Abul Khayer died intestate leaving behind him the said property and surviving behind him his three widows namely Nowlasi Bibi, Soria Bibi and Suratonessa Bibi (childless) and one son viz., Sk. Jamaluddin from his first wife Nowlasi Bibi and one son viz., Sk. Taheruddin from of his second wife Soria Bibi as his only heirs/heiresses and legal representatives in as much as his daughter viz., Rahima Khatoon from his first wife and two sons viz., Sk. Nooruddin and Sk.Badruddin from his second wife all predeceased him while they all were minor;

AND WHEREAS consequent upon the intestate death of the said Abul Khayer, the above named Nowlasi Bibi, Soria Bibi and Suratonessa Bibi and being widows of the deceased and Sk. Jamaluddin and Sk. Taheruddin being sons inherited the said property and became co-owners thereof each having undivided proportionate share over the said property by operation of the Sunni School of Mohammedan Law of Inheritance & Succession and were accordingly seized and possessed of and otherwise well and sufficiently entitled to the said property;

AND WHEREAS while being jointly seized and possessed of the said property the said Nowlasi Bibi, and Soria Bibi died intestate leaving behind each of them their respective undivided proportionate shares over the said property and surviving only sons viz.,Sk. Jamaluddin and Sk. Taheruddin and the said Suratonnessa Bibi also died intestate leaving behind her none inheriting her undivided share over the said property save and except her only step sons viz., Sk. Jamaluddin and Sk. Taheruddin as her only kin and nearest relations who used to look after her during her life time;

AND WHEREAS consequent upon the death of the above named co-share holders the said Sk. Jamaluddin and Sk. Taheruddin became the absolute co owners of the said property each having undivided equal share in the said property by operation of the Sunni School of Mohammedan Law of Inheritance and Succession;

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AND WHEREAS in the year 1971 Sk. Jamaluddin let out the said property in its entirety as and by way of lease for a period of five years in favor of one Yu Lin Chen by virtue of a lease deed executed by and between the said Sk. Jamaluddin and the said Yu Lin Chen therein referred to as the "said Lessee" of the Second Part on the terms conditions and lawful consideration contained therein and consequently the said property was being peacefully used, enjoyed, possessed and occupied in its entirety by the said Yu Lin Chen;

AND WHEREAS while being in peaceful possession, occupation and enjoyment of the said property the said Yu Lin Chen promoted a company in the name and style of East Calcutta Land Development Company Pvt., Ltd., and in the year 1973 as its lawfully constituted attorney sub-let the said property in its entirety to M/S PARK LEATHER COMPANY, a partnership firm, the Confirming Party herein, by virtue of a deed of Sub-Lease executed by and between the said Yu Lin Chen and the said partnership firm therein referred to as the "Sub-Lessee" on the terms, conditions and consideration contained therein and handed over vacant and peaceful possession the said property in its entirety to the Confirming Party;

AND WHEREAS in spite of effluxion of the lease, the Confirming Party herein continued its possession of the said property by holding over or otherwise without any arrangement.

AND WHEREAS since sub-letting of the said property in the year 1973 the Confirming Party has been in peaceful possession, occupation and enjoyment of the said property without any interference, hindrance, claim, demand or obstruction from either Sk. Jamaluddin since deceased and Sk.Taheruddin since deceased or any person or persons claiming through each one of them or the said Yu Li Chen or any other person or persons;

AND WHEREAS in the meantime the said property was su-muto assessed by the Assessment and Collection Department of the Calcutta Municipal Corporation for the purpose of imposing Municipal rates and taxes over the said property and Municipal Assessee Number "210661001999" was allotted in respect of the said property while recording the name of the Confirming Party in the Assessment Register as "Sub-Lessee" for being in actual physical possession, occupation

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Sub-Registrar - II
North 24 Parganas

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and enjoyment of the said property in its entirety for its business purpose under lease and the confirming party being the person liable to pay Municipal rates and taxes in respect of the said property used to pay regularly the Municipal property taxes;

AND WHEREAS on 17th August, 1986, Sk. Jamaluddin, 50% undivided share holder of the said property, died intestate leaving behind him his said share and surviving behind him his widow Mst. Sukurunnessa Bibi, six sons namely, Sk. Kamaluddin, Sk. Eqbaluddin, Sk. Asrafuddin, Sk. Jamiruddin, Sk. Kamruddin and Sk. Kutubuddin and four daughters namely Mst. Anwara Begum, Mst. Marium Begum, Mst. Monowara Begum and Jahanara Begum as his only heirs/heiresses and legal representatives and consequent upon his death his said heirs/heiresses and legal representatives jointly acquired and became co-share holders of his undivided 50% share over the said property by operation of the Sunni School of Mohammedan Law of Succession and Inheritance;

AND WHEREAS on 25th July, 2007, Sk.Taheruddin, 50% undivided share holder of the said property, died intestate leaving behind him his said share and surviving him the vendors herein, being his six sons namely, Sk.Alauddin Ahmed, Sk.Golam Moiuddin, Sk Mehboob Hussain, Sk.Rahmat Ali, Sk. Mahfuz Ahmed and Sk. Mehtabuddin and five daughters namely Mst.Rukhsana Khatoon, Mst.Rehana Laskar, Mst. Reshma Khan, Rokeya Khatoon and Kaniz Fathma as his only heirs/heiresses and legal representatives and consequent upon his death his said heirs/heiresses and legal representatives jointly acquired and became co-share holders of his undivided 50% share over the said property by operation of the Sunni School of Mohammedan Law of Succession and Inheritance. The wife of the said Sk. Taheruddin predeceased her husband as she died on 4th September, 2002;

AND WHEREAS in the back drop of above facts and circumstances the above named heirs/heiress and legal representatives of deceased Sk. Jamaluddin and Sk. Taheruddin have been holding undivided share right, title and interest respectively over the said property proportionate to their respective share over 50% undivided share of their respective predecessors-in-interest;

AND WHEREAS it is pertinent to mention that despite having acquired their co-ownership right title and interest by operation of Mohammedan law of Inheritance

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and Succession the above named deceased Sk. Jamaluddin and Sk. Taheruddin and their respective heirs/heiresses and legal representatives including vendors herein slept over their rights and entitlement in respect of the said property for years together paving way for peaceful, uninterrupted, undisturbed possession, use, occupation and enjoyment of the said property by the confirming party since 1973 till date upon payment of KMC Property taxes and other statutory impositions;

AND WHEREAS in view of the said property being substantially occupied by the confirming party and partly occupied by persons inducted by confirming party the said property in entirety is encumbered by the unauthorized occupiers.

AND WHEREAS the vendors being heirs/heiresses and legal representatives of Sk. Taheruddin since deceased and the heirs/heiresses of Sk. Jamaluddin since deceased have arrived at a mutual verbal understanding to sell and transfer their respective undivided share and right title and interest over the said property along with existing occupiers of the said property;

AND WHEREAS pursuant to the aforesaid mutual understanding the Vendors have entered into an oral agreement with the Purchasers to sell and transfer their proportionate undivided share aggregating to 50% share over the said property free from all other encumbrances, charges, liens, lispendens or claims but including existing encumbrance being actual physical possession and occupation of the Confirming Party and other occupiers in respect of the said property in its entirety at an agreed consideration price of **Rs.73,00,000/- (Rupees Seventy Three Lacs)** only excluding the expenses to be incurred by the Purchasers for vacating 50% of the possession of the said property from the Confirming Party and other occupiers;

AND WHEREAS pursuant to the aforesaid oral agreement for sale the Purchasers have negotiated with the Confirming Party for peaceful vacating of 50% of the area of the said property and ultimately it has been mutually agreed by and between the Confirming Party and the Purchasers that in the event of Purchasers purchasing the said undivided 50% share of the said property from the Vendors the Confirming Party would handover to the Purchasers peacefully

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50% vacant possession of the said property subject however to the payment of mutually agreed compensatory amount being **Rs.34,00,000/- (Rupees Thirty Four Lacs)** only to the Confirming Party;

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreements and in consideration of Rs.1,07,00,000/- (Rupees One Crore Seven Lacs) only out of which Rs.73,00,000/- (Rupees Seventy Three Lacs) only paid by the Purchasers to the Vendors and Rs.34,00,000/- (Rupees Thirty Four Lacs) only paid to the Confirming Party as per the memo of consideration and compensation hereunder written separately on or before the execution of these presents (the receipt whereof the Vendors and each one of them and the Confirming Party doth hereby and in particular by the memo hereunder written admit and acknowledge and of and from every part thereof doth hereby acquit release and forever discharge the Purchasers and each one of the them as well as the said undivided 50% share over the said property hereby sold transferred and conveyed) the Vendors doth hereby by these presents sell convey transfer assign and assure and the Confirming Party doth hereby confirm and concur such sell convey transfer assign and assure **All That** undivided 50% share and right title and interest over the piece and parcel of land comprised in and forming part and portion of C.S. Dag Nos.494 and 495 measuring a total area of 3 (three) Bighas, 8(eight) Cottahs and 1(one) Chittak be little more or less corresponding to C.S. Khatian No.12 lying in Mouza Tangra, Collectorate Touzi No.340/342, J.L. No.5 together with brick built building, structures, messuages, tenements and hereditaments thereon the same being situate and lying at and known and numbered as KMC Premises No.113C, Matheswartala Road, Kolkata-700 046 under Police Station Tangra within KMC Ward No.66 in the District of South 24-Parganas more fully described and mentioned in the Second Schedule written hereunder and hereinafter referred to as the **"said property"** along with all easement rights appertaining thereto, attributable to the said property along with all that the estate right title interest property possession claim demand whatsoever both at law and equity of the Vendors and the Confirming Party herein into or upon the said property hereby granted sold conveyed transferred assigned and assured and every part thereof or howsoever otherwise the said property and every part thereof now is or are or was or were situate or situated butted and bounded called and known numbered described or distinguished

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Alipore Sadar 24Parganas
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together with all other privileges appendages appurtenances and easements or whatsoever or belonging to or in anywise appurtenant or attached thereto to be enjoyed in common and all estate right title inheritance use trust claim and demand whatsoever both at law and in equity of the Vendors herein and to the said property **AND TO HAVE AND TO HOLD** the said property and every part thereof specifically granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers herein and their respective heirs, executors, administrators, legal representatives and/or assigns and person or persons claiming any right title or interest under them freed and discharged from all or any form of encumbrances charges liens lispendens claim demand attachment requisitions acquisitions by Government or semi-Government, Waqf or any other defect in title of whatsoever nature subject to the conditions stipulations as contained herein to be observed and performed by the Purchasers **AND** the Vendors and each one of them doth hereby for themselves and for their respective heirs, executors, administrators, legal representatives and/or assigns and person or persons claiming any right title or interest under it that:

A. Notwithstanding any act deed or thing whatsoever by the Vendors herein or the predecessor-in-title of the erstwhile owners or their legal heirs or any of them done, executed or knowingly suffered to the contrary the Vendors herein and each one of them at all material times heretofore and now have full power absolute authority and title to transfer convey sell assign and assure unto and in favour of the Purchasers the said property and every part thereof hereby granted sold transferred or expressed or intended so to be in the manner aforesaid.

B. **AND** Purchasers shall and will and may from time to time and at all times hereafter peacefully and quietly hold possess and enjoy the said property and every part thereof along with the easements, rights, benefits and advantages hereby granted and conveyed and received and take the rents, issues, benefits and profits thereof without any lawful suit, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendors and each of them or any person or persons claiming under them or in trust for them or each one of them.

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SKM Ahmed

Sub-Registrar-II
Alipore South 24 Parganas.
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C. **AND** the Vendors or any person or persons deriving title under them severally and/or collectively or claiming through or in trust for them and each one of them shall from time to time and at all times hereafter upon every reasonable requests and at the costs of the purchasers and/or their heirs, executors, administrators, legal and personal representatives and assigns and/or any person or persons claiming through under or in trust for the Purchasers do execute and perform all and further and other acts deeds and things for further better or more perfectly assuring the said property and every part thereof unto the Purchasers herein, and unto their respective heirs, executors, administrators, legal/personal representatives and/or assigns as the case may be, in the manner aforesaid.

D. **AND** declare that all payments inclusive of Municipal rates and taxes and all outgoings whatsoever as on the date of execution of these presents shall be paid by the Confirming Party;

E. **AND** declare that the Purchasers as the owners shall have the absolute authority to deal with the said property in the manner that the Purchasers shall deem fit and proper and having unimpeachable right title and interest over the said property shall be entitled to transfer, assign the said property or any portion thereof by way of sale, gift or in any manner the Purchasers may think fit and proper.

F. **AND** declare that neither the vendors or each one of them nor the Confirming Party had ever received any notice of requisitions or acquisitions or attachment or any other statutory or otherwise notice of claim or demand from the government or semi-government, municipal ,thika and wakf authorities in respect of the said property.

G. **AND** it is declared by the Vendors and the Confirming Party that there is no legal impediments or restraining order or directions of any court to sell, transfer and part with the possession of the said property.

H. **AND** the Vendors and each one of them and the Confirming Party jointly and severally undertakes to extend all co-operation and sign all necessary

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Office of the Dist Sub-Registrar

Sub-Registrar-II

Alipore Court, Alipore

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papers, declarations, affidavit or undertakings as may be required for effecting mutation of the names of the purchasers in the assessment record of the Kolkata Municipal Corporation and any other competent authorities.

I. **AND** declare that upon receiving payment in full the said compensatory amount the Confirming Party has handed over to the Purchasers peaceful vacant possession of the 50% area of the said property out of its total possession and occupation on the basis of mutually agreed demarcation.

J. **AND** the Confirming Party declares that it disclaims its right title and interest whatsoever and that its possession in respect of the said property which was permissive or by sufferance or on the basis of any other right is surrendered and/or transferred unto and in favour of the Purchasers bereft of all claims rights lispendens or any demand whatsoever of any sort or variety.

K. **AND** the Confirming Party declares that it has not created any third party interest over the said property in any form or nature whatsoever save and except induction of occupiers in a portion of the said property.

L. **AND** the Vendors and the Confirming Party state and declare that for any statements made herein or otherwise by the Vendors or the Confirming Party if any loss or damage or hindrance or difficulty is created in respect of the right title and interest or possession of the Purchasers in respect of the said property, the Vendors and the Confirming Party will indemnify the same to the fullest extent and to sustain the title transferred conveyed hereby.

AND FURTHER THAT the Vendors and each one of them and their respective heirs, executors, administrators, legal representatives and/or assigns shall at all times hereafter indemnify and keep indemnified the purchasers as the case may be against all or any loss damage costs consequences prejudice or otherwise if suffered for reason of any defect in the title of the said property, suppression of material facts, and/or any breach of the covenants contained herein.

AND THIS INDENTURE FURTHER WITNESSETH that the Purchasers doth hereby for themselves and for their respective heirs, executors, administrators, legal/personal representatives and/or any person or persons claiming any right

SK M Ali

Contd.12

Office of the Dist Sub-Registrar

Alipore South 24 Parganas

J 8 JAN 2011

title or interest under or in trust for the purchasers doth hereby covenant and undertake that on and from the date of execution of these presents the Purchasers shall mutate their names in the record of the Kolkata Municipal Corporation and shall pay and discharge all the dues in respect of the rates and taxes and all outgoings and/or levies as may be imposed upon the said property exclusively.

THE FIRST SCHEDULE ABOVE REFERRED TO

All That piece and parcel of land comprised in and forming part and portion of C.S. Dag **Nos.494 and 495** measuring an area of land being 2 Bighas, 1 Cottah and 2 Chittaks and 1 Bigha 6 Cottahs and 15 Chittaks respectively aggregating to the total area of 3 (three) Bighas, 8(eight) Cottahs and 1(one) Chittak be little more or less correspcnding to C.S. Khatian No.12 lying in Mouza Tangra, Collectorate Touzi No.340/342, J.L. No.5 together with two storied brick built building having covered area of 8000 square feet on the ground floor and 8000 square feet on the first floor and tin shed structure having covered area of 22000 square feet be little more or less and the same previously forming part and portion of and appertaining to Tollygunge Municipal Holding No.26 previously under Tollygunge Police Station thereafter under Jadavpur Police Station and presently situate and lying within the municipal limits of the Kolkata Municipal Corporation under Ward No.66 and the same being known and numbered as KMC Premises No.113C, Matheswartala Road, Kolkata-700 046 corresponding to KMC Assessee No.210661001999 under Tangra Police Station, Additional Sub-Registry office at Sealdah in the District of South 24 Parganas, being butted and bounded by :-

ON THE NORTH	:	**114F Matheswartala Road**
ON THE EAST	:	**Common Passage**
ON THE SOUTH	:	**Main Road**
ON THE WEST	:	**113F, Matheswartala Road.**

OR HOWSOEVER THE SAME MAY BE KNOWN AND/OR DESCRIBED.

The **Site Plan** of the said property is annexed hereto and is made an integral part of these presents.

Contd..13

SK M Ahmed

THE SECOND SCHEDULE ABOVE REFERRED TO

(Hereby sold, transferred and conveyed)

All That the **undivided 50%, i.e. one-half share,** of right title interest of the land measuring **3 Bighas 8 Cottahs 1 Chittak** be the same a little more or less **TOGETHER WITH undivided 50%, i.e. one-half share,** in two storied brick built building measuring **8000 Sq.Ft.** on the ground floor and **8000 Sq.Ft**. on the first floor and **also 50%, i.e. one-half share,** in **22000 Sq.Ft. of Tin shed** messuages tenements hereditaments thereon, comprised in Mouza Tangra, Collectorate Touzi No. 340/342, J. L. No. 5, part of **C. S. Plot No. 494 and 495** appertaining to **C.S. Khatian No. 12, Holding No. 26,** lying situate at and being Municipal Premises No. **113 C, Matheswartala Road**, within the Limits of **Ward No. 66 of The Kolkata Municipal Corporation**, **Police Station Tangra**, Kolkata 700046, in the District of South 24 Parganas.

THE THIRDSCHEDULE ABOVE REFERRED TO

(The Documents)

1. The Settlement Records in the name of Abul Khayer,
2. The Kolkata Municipal Tax Receipts,
3. Any other document relevant and connected to the schedule property.

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.

SIGNED, SEALED AND DELIVERED BY THE VENDORS AT KOLKATA in presence of **WITNESSES:**

1) A Alam
28/H17 Sk Syed Ahmed Road Kol-14.

1. Sk. Makbool Hossain
For self and as Constituted attorney of ROKEYA KHATOON.
By the pen of Sk Makbool Hossain
2. Md. Rahmat Ali
3. Sk Mohabbs Ahmed
4. Sk Mahtabuddin

Contd..14

Office of the Dist Sub-Registrar III
Howrah

Sub-Registrar-III
Howrah

10 JAN 2011

SIGNED, SEALED AND
DELIVERED BY THE VENDORS
AT KOLKATA in presence of
WITNESSES:

Abdul Kalam
28/H/17 Sib Ahmed
Road Kol-14

Subrata Naskar
vill+P.O.- Kalikapur.
P.S. - Sonarpur.
Dist- 24 Pgs(S)

5. Sk. Alauddin Ahmed.
6. Sk. Golam Moinuddin
7. Rukhsana Khatoon
8. Rehana Laskar
9. Kaniz Fathima
10. Reshma Khan

VENDORS

SIGNED, SEALED AND
DELIVERED BY THE PURCHASERS
AT KOLKATA in presence of
WITNESSES:

Abdul Kalam
28/H/17. Sib Ahmed
Road Kol-14

Wasim Reza
20, Abdul Halim lane
Kolkata - 700016

Rehana Javed

Irfan Javed.
(IRFAN JAVED)

PURCHASERS

SIGNED, SEALED AND
DELIVERED BY THE CONFIRMING PARTY
AT KOLKATA in presence of
WITNESSES;

Abdul Kalam
28/H/17 Sib Ahmed
Road Kol-14

Wasim Reza
20, Abdul Halim lane
Kolkata - 700 016

For PARK LEATHER CO.
Javed. Ahmed.
Partner

CONFIRMING PARTY

Drafted by :
Kishore Nath Bagchi
Advocate
Alipore Judges' Court
Kolkata - 700027

Contd..15

MEMO OF CONSIDERATION

RECEIVED the within mentioned sum of Rs. 73,00,000/- (Rupees Seventy Three Lacs) only, being part of the total consideration money of **Rs. 1,07,00,000/- (Rupees One Crore and Seven Lacs)** only from the within named person the details of which are given below in the

MEMO

Demand Draft No.	Date	Bank	Amount in Rs.
066866	06/01/2011	HDFC BANK	6,62,500/-
066868	06/01/2011	HDFC BANK	1,32,500/-
066869	06/01/2011	HDFC BANK	2,65,000/-
066870	06/01/2011	HDFC BANK	2,65,000/-
066871	06/01/2011	HDFC BANK	2,65,000/-
066872	06/01/2011	HDFC BANK	2,65,000/-
066873	06/01/2011	HDFC BANK	1,32,500/-
066874	06/01/2011	HDFC BANK	1,32,500/-
066875	06/01/2011	HDFC BANK	1,32,500/-
066876	06/01/2011	HDFC BANK	1,32,500/-
066877	06/01/2011	HDFC BANK	2,65,000/-
066867	06/01/2011	HDFC BANK	10,00,000/-
066851	05/01/2011	HDFC BANK	1,32,500/-
066852	05/01/2011	HDFC BANK	1,32,500/-
066853	05/01/2011	HDFC BANK	2,65,000/-
066849	05/01/2011	HDFC BANK	1,32,500/-
066848	05/01/2011	HDFC BANK	2,65,000/-
066847	05/01/2011	HDFC BANK	2,65,000/-
066850	05/01/2011	HDFC BANK	1,32,500/-
066846	05/01/2011	HDFC BANK	2,65,000/-
066845	05/01/2011	HDFC BANK	2,65,500/-
066844	05/01/2011	HDFC BANK	1,32,500/-
066842	05/01/2011	HDFC BANK	6,62,500/-
066843	05/01/2011	HDFC BANK	10,00,000/-

TOTAL= Rs 73,00,000/-

(Rupees Seventy Three Lacs only).

Sk. Alauddin Ahmed.
Sk. Golam Moinuddin

Contd..16

WITNESSES:

1. Subrata Naskar
vill+P.O- Kalikapur
P.S- Sonarpur.
Dist- 24 Pgs(S).

Sk. Maboob Hossain
For Self and as Constituted
attorney of ROKEYA KHATOON.
By the Pen of
Sk. Maboob Hossain
Sk. Rahmat Ali
Sk Mostaq Ahmed
Sk Mostafa uddin
Rukhsana Khatoon
Rehana Laskar
Kaniz Fathma
Reshma Khan

VENDORS

MEMO OF COMPENSATION

RECEIVED the within mentioned sum of Rs. 34,00,000/- (Rupees Thirty Four Lacs) only, being part of the total consideration money of **Rs. 1,07,00,000/- (Rupees One Crore and Seven Lacs)** only from the within named person the details of which are given below in the

MEMO

Demand Draft No.	Date	Bank	Amount in Rs.
066854	05/01/2011	HDFC BANK	17,00,000/-
066877	06/01/2011	HDFC BANK	17,00,000/-

TOTAL = Rs. 34,00,000/-

(Rupees Thirty Four Lacs only)

WITNESSES:

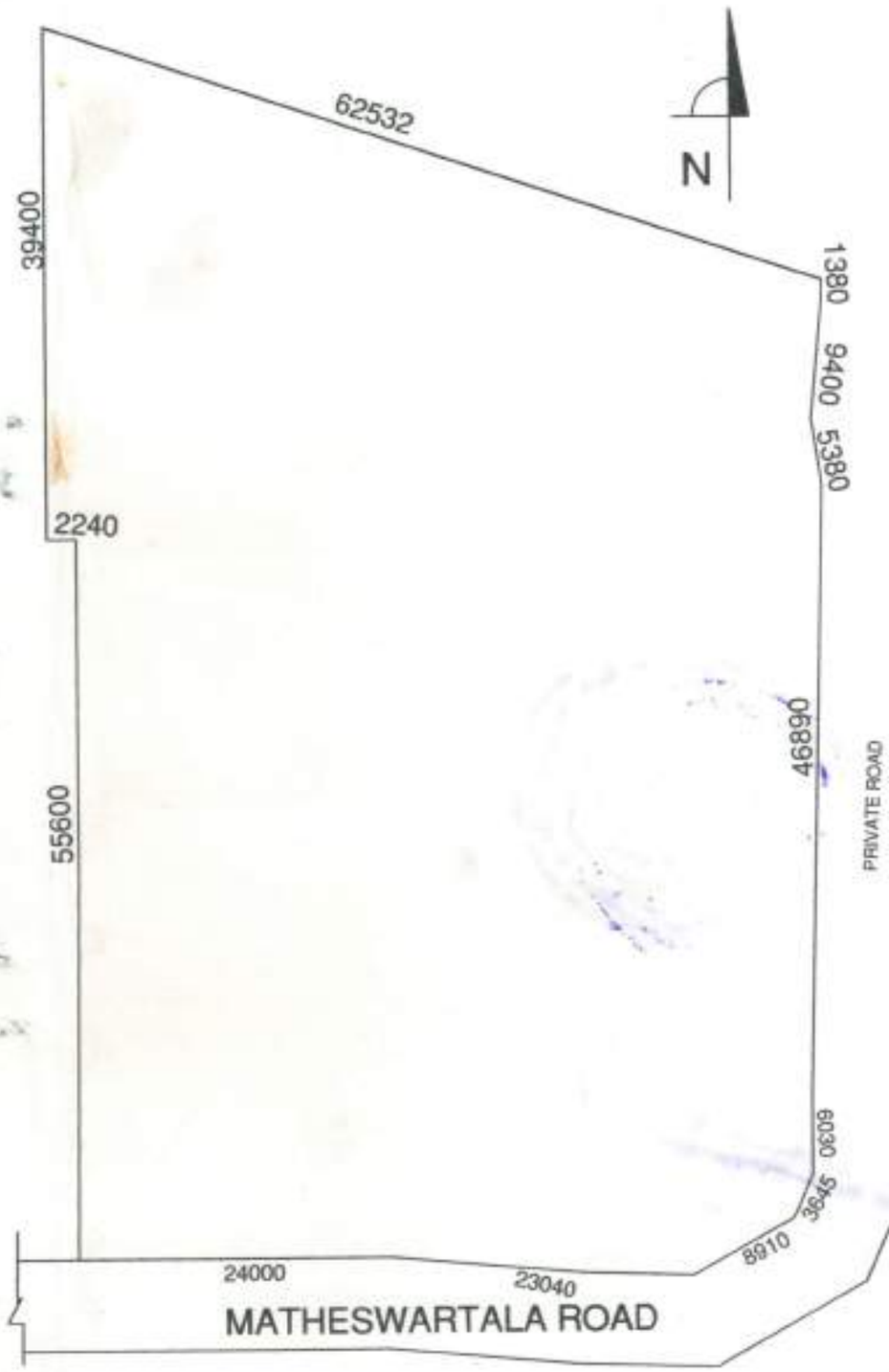
1. Subrata Naskar.
2. Hossin Raza.

For PARK LEATHER CO.
Javed Ahmed
Partner

CONFIRMING PARTY

SITE PLAN OF C.S.DAG NO. 494,495 C.S.KHATIAN NO.12 MOUZA: TANGRA,
J.L.NO.05 ,113/C, MATHESWARTALA ROAD,KOLKATA-700046
P.S. TANGRA WARD NO.66

AREA OF THE LAND- 3BIGHA 8 KATHAS 1 CH.0SFT.
LAND AREA COMPRISES OF :
=8000 SFT.(PUCCA STRUCTURE AT GROUND FLOOR
AND 8000 SFT. AT FIRST FLOOR +22000 SFT. AS TIN SHED ARE A



For PARK LEATHER
Partner

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF THE PURCHASER

Sk. Kaudoli Ali
Sk. Golam Moinuddin
Sk. Mabbab Hossain
For self and as - Constituted attorney of ROKEYA KHATOON.
Sk. Rahmat Ali
Sk Mahfuz Ahmed
Sk Mahfuz uddin
Rukhsana khatoon
Rehana Laskar
Kaniz Fathma

SIGNATURE OF VENDOR

Reshma Khan
VENDOR

SUVANKAR CHAUDHURI
B.C.E., M.I.G.S., L.B.S. (I) 318 AMC074
Structural Engineer (ESE/II/100)
Chartered Engineer (R-85389)
Registered Valuer (VAL-462)

SIG. OF ENGINEER

18 JAN 2011

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name SK. Golam Moinuddin

Signature SK. Golam Moinuddin

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

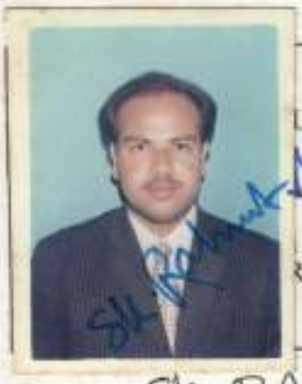
Name SK. ALAUDDIN AHAMED.

Signature SK. Alauddin Ahd.

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name SK. MAHBOOB HOSSAIN

Signature SK. Mahboob Hossain



	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name SK. RAHMAT ALI

Signature SK. Rahmat Ali

08 JAN 2011

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

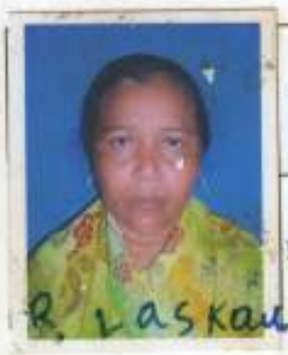
Name SK MAHTAB UDDIN

Signature Sk mahtab uddin

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name SK MAHFOZ AHMED

Signature SK Mahfuz Ahmed



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Left hand					
Right hand					

Name REMANA LASKAR.

Signature Rehana Laskar

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name KANIZ FATHMA

Signature Kaniz Fathma

08 JAN 2011

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name S.K. Golam Moinuddin

Signature S.K. Golam Moinuddin

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

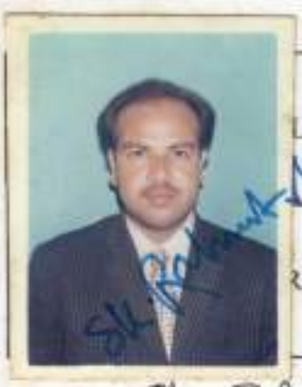
Name S.K. ALAUDDIN AHAMED.

Signature S.K. Alauddin Ahmed.

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name S.K. MAHBOOB HOSSAIN

Signature S.K. Mahboob Hossain



	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name SK. RAHMAT ALI

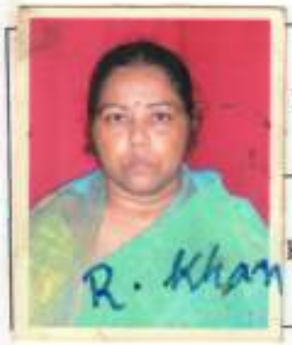
Signature SK. Rahmat Ali

08 JAN 2011

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name RUKHSANA KHATOON.

Signature Rukhsana Khatoon



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Left hand					
Right hand					

Name Reshma Khan

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name JAVED AKHTER

Signature Javed. Akhtr.

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name REHAN JAVED

Signature Rehan Javed

Addl. Sub-Registrar, E.
Alipore Circle, 24-Parganas

18 JAN 2011

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name IRFAN JAVED

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

PHOTO

Name

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

PHOTO

Name

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
Left hand					
Right hand					

PHOTO

Name

Signature

18 JAN 2011