

04307

9-04000

भारतीय गैर न्यायिक

भारत INDIA

₹. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500



सत्यमेव जयते

INDIAN NON JUDICIAL

8-28

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

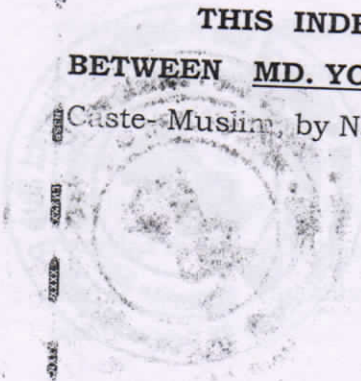
F 643288

Certify that the document is admitted
to registration. The signature sheets
and the endorsement sheets attached
with this document are the part of
this document.

Aaid District Sub-Registrar
Bidhannagar, (Sak Lake City)

29 MAR 2012

THIS INDENTURE made this the 28th day of March, 2012
BETWEEN MD. YOUSUF alias Munsi Modh. Yusuf, son of Late Md. Yakub, by
Caste- Muslim, by Nationality- Indian, residing at Raigachi, Munshi Para, Post



104575

27 FEB 2012

NO.....Date.....
Sold to.....SUBHA SAHA
Address.....
Rs. 500/- Seal date
N.P.

L. S. VENDOR
HIGH COURT, CAL

ASHH

V. C. T. 9.
2910



LOHARUKA INFRASTRUCTURE PVT. LTD.

ASHH
Authorized Signatory/Director
CANAND KR SHAN



V. C. T. 9.
2917

1 Md. Yousof.

Mr. Ejayur Molla
c/o - Emarat Molla
Vill - Raigachi,
Rajurhal, 24 pgs (N)
Business



Andl District Sub-Registrar
Sidhannagar (Sai)

& P.S. Rajarhat, District North 24-Parganas, hereinafter referred to and called as the "**VENDOR**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors-in-interest, trustees, executors, administrators, legal representatives and/or assigns] of the **ONE PART** ;

AND

LOHARUKA INFRASTRUCTURE PRIVATE LIMITED, the Company, having its registered office at DC 9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, represented by its Authorised Signatory (**Mr. Anand Kumar Shah**, son of Sri Shraavan Kumar Shah, residing at Green Valley Housing Complex, Block-A, Flat No.505, Chiriamore, Kaikhali, Kolkata- 700 136, hereinafter referred to and called as the "**PURCHASER**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns] of the **OTHER PART**:

WHEREAS by virtue of Record of Rights (1) **MD. YAKUB**, alongwith (2) **MD. IDRIS**, (3) **MD. ACHAHAK**, and (4) **MD. MUCHA**, all sons of Late Badiujuma, were the sole and absolute owner of **ALL THAT** piece or parcel of land admeasuring 113 (One Hundred And Thirteen) Decimal, more or less, lying and situated at Mouza- RAIGACHI, J. L. No. 12, R.S. No. 194, Touzi No. 10, comprised in C.S. Dag No. 877, corresponding to R. S. Dag No. 883, recorded under Jamindar Khatian 123 KH, corresponding to C.S. Khatian No. 137, corresponding to R.S. Khatian No. 1192, under Police Station- Rajarhat, District North 24-Parganas;

AND WHEREAS by an Indenture of Conveyance in Bengali vernacular registered at the office of the Sub-Registrar, Cossipur, Dum Dum, recorded in Book No. I, Volume No. 23, Pages 168 to 170, Being No.1382 for the year 1949, said **MD. YAKUB**, purchased from said **MD. ACHAHAK**, his entirety of one-fourth share in the land, i.e. Area 113 decimal x 1/4th share = 28.25 decimal, at Mouza RAIGACHI, J.L. NO. 12, comprised in the aforesaid R.S. DAG No. 883, recorded in R. S. Khatian No. 1192, P.S. Rajarhat, District North 24 Parganas, free from all encumbrances whatsoever, for the consideration therein mentioned.

AND WHEREAS after the aforesaid purchase and acquisition, the said **MD. YAKUB** became sole and absolute owner of **ALL THAT** piece or parcel of land admeasuring 56.50 decimal, more or less, at Mouza RAIGACHI, J.L. No.

12, comprised in R.S. Dag No. 883, comprised in R. S. Khatian No. 1192, P.S. Rajarhat, District North 24 Parganas, free from all encumbrances.

AND WHEREAS in the span of time, said **MD. YAKUB** died, leaving behind his only wife and two sons, namely (1) **MD. YOUSUF**, and (2) **MD. USMAN**, as his only legal heirs towards the estates, left by him. During the period his wife also died, leaving behind his only two sons, namely (1) **MD. YOUSUF**, and (2) **MD. USMAN**, as the only legal heirs towards the estates, left by the deceased Md. Yakub.

AND WHEREAS thus, being the sole and absolute owner, the said **MD. YOUSUF**, and **MD. USMAN**, orally partitioned their portion of land and recorded their name in Records of Rights vide L.R. Khatian No. 1867 and 266, in the name of **MD. YOUSUF** and L.R. Khatian No. 1866 and 351, in the name of **MD. USMAN** ;

AND WHEREAS thus, **MD. YOUSUF**, the Vendor herein, is the sole and absolute Owner of and well and sufficiently entitled to **ALL THAT** piece or parcel of land admeasuring 2 (Two) Cottah 9 (Nine) Chittack and 13 (Thirteen) Square Feet, more or less, at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 883, comprised in R. S. Khatian No. 1192, corresponding to L.R. Khatian No. 1867 and 266, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, under jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City, under Police Station- Rajarhat, District North 24-Parganas, **TOGETHER WITH** the rights and properties appurtenant thereto, without any obstruction to others, hereinafter called as "the **SAID PROPERTY**", more fully and particularly described in the Schedule written hereunder, free from all encumbrances;

AND WHEREAS the Vendor due to paucity of funds, have agreed to sale and the Purchaser herein have agreed to Purchase the Said Property, at and for a Total Consideration of Rs.30,00,000/- [Rupees Thirty Lac] only, which according to the parties herein is fair and reasonable market value of the demised plot of land.

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of agreements and in consolidated consideration of sum of Rs.30,00,000/- [Rupees Thirty Lac] only, duly paid by the Purchaser to the Vendor at or before the execution of this instruments (the receipt whereof the Vendor do hereby as well as by the receipt and memo hereunder written admit

and acknowledge and of and from the payment of the same or every part thereof forever acquit release and discharge the Purchaser as also every portion of the demised plot of land free from the same) the Vendor doth hereby grant sell, convey, transfer, assign and assure unto the **ALL THAT** piece or parcel of land admeasuring 2 (Two) Cottah 9 (Nine) Chittack and 13 (Thirteen) Square Feet, more or less, at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 883, comprised in R. S. Khatian No. 1192, corresponding to L.R. Khatian No. 1867 and 266, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, under jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City, under Police Station- Rajarhat, District North 24-Parganas **TOGETHER WITH** the rights and properties appurtenant thereto, without any obstruction to others, more fully and particularly described in the Schedule hereunder written and which is hereinbefore as well as hereinafter referred to as "the **Said Property**" **OR HOWSOEVER OTHERWISE** the Said Property and every part thereof now are or is hereto before were or was situated butted and bounded called known numbered described distinguished **TOGETHER WITH** all rights, liberties, title, interest, easements, privileges, appurtenances and appendages whatsoever or the Said Property or any and every part thereof belonging to or in any way, appertaining to or usually held, used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto **AND** the reversion or reversions remainder or reminders and all rents issues and profits thereof and all and every part thereof, hereby granted sold and conveyed transferred assigned and assured or expressed or intended so to be **AND** all the estate, rights, liberties, title, interest, inheritance, use, possession, property, claim, demand and other legal incidents thereof whatsoever, of the Vendor unto and upon the Said Property and every part thereof and all other evidence of title whatsoever in any way relating to or concerning the Said Property which now are or hereafter shall or may be in possession, power of control of the Vendor or any other person or persons from the Vendor and procure the same without any action or suit either in law or in equity **TO HAVE AND TO HOLD** the Said Property, hereby granted transferred, sold, conveyed and assigned or expressed or intended so to be with the appurtenances unto the Purchaser absolutely and forever, free from all encumbrances, trust, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

1. **THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER:**

- (I) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or their predecessor in title or any of them done executed or knowingly suffered to the contrary, the Vendor is fully and

absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property hereby granted and conveyed or expressed or intended so to be for a perfect indefeasible estate or inheritance without any manner or condition, use, trust or other thing whatsoever to alter or make void the same; and

- (II) THAT notwithstanding any such act, deed or thing whatsoever aforesaid, the Vendor now has good right, full lawful and absolute authority and indefeasible title to grant, convey, transfer and assign the Said Property hereby granted, conveyed, transferred and assigned or expressed or intended so to be with the appurtenances unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents; and
- (III) THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold occupy possess and enjoy the Said Property hereby granted, conveyed, transferred and assigned and received and take rents, issues and profits thereof for its absolute use and benefit without any lawful hindrance, interruption, disturbance or any person eviction or demand whatsoever from or by the Vendor or any person or persons whatsoever; and
- (IV) THAT free and clear, freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and other estate rights, title, claim, mortgage, charge, lien, lispences and attachments whatsoever; and
- (V) THAT further the Vendor and all person having or lawfully or equitably claiming any estate, right, title or interest whatsoever into or upon the Said Property or any and every part thereof from, under or in trust for the Vendor and/or their and each of their respective predecessor-in-title or any of them shall and will from time to time and all times hereafter at the requests and costs of the Purchaser do and execute or ~~caus. to be~~ executed or done all such acts, assurances and things whatsoever for further better and more perfectly assuring the Said Property hereby granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as may be reasonably required; and

- (VI) THAT the Said Property or any or every part thereof is not attached in any proceeding or under any provision of Public demand Recovery act or otherwise and no steps taken in execution of any certificate at the instance of Income Tax and or Wealth Tax and or Estate Duty Authorities, and
- (VII) THAT no notice issued under the Public demands recovery Act, has been served on the Vendor nor any such notice has been published; and
- (VIII) THAT the Vendor have not yet received any notice of requisition or acquisition of the property described in the schedule below and the Said Property has not been affected by any scheme of road alignment or for any other purposes; and
- (IX) THAT the Purchaser and all person claiming through or under the Purchaser have undisputed and all manner of rights through or over the Said Property and all other rights of easements at law and in equity; and
- (X) THAT the Vendor shall and will, at all times hereafter be bound to indemnify the Purchaser against any loss or damage may be suffered by the Purchaser by reason of any defect in title or possession of the Vendor or by the discovery of any charge, acquirable or otherwise mortgage or trust, lien, lispensense or any suit relating to the property any attachment either before or after decree by any occur or other legal authority affecting adversely the property hereditaments and premises hereby granted, transferred and conveyed to the Purchaser;
- (XI) THAT simultaneously with the execution of this deed of conveyance, the Vendor has delivered peaceful vacant possession of the Said Property, described in the schedule below, unto the Purchaser for the absolute use and benefits of the Purchaser as full and absolute owner thereof and all rights, title, interest over the Said Property hereby vests ~~unto the Purchaser~~ by virtue of this deed of conveyance absolutely and forever;
- (XII) THAT the Vendor doth hereby declare that the Said Property is free from all sort of encumbrances, liens, charges, mortgages, attachments whatsoever thereto and they have good and marketable right title and interest over the Said Property, as described in the schedule hereto below; and

(XIII) THAT the Vendor shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of Purchaser's name in the records of rights as well as in the records of local authority;

THE SCHEDULE
(the Said Property)

ALL THAT piece or parcel of land admeasuring 2 (Two) Cottah 9 (Nine) Chittack and 13 (Thirteen) Square Feet, more or less, recorded as Sali, at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 883, recorded in R. S. Khatian No. 1192, corresponding to L.R. Khatian No. 1867 and 266, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, under jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City, under Police Station- Rajarhat, District North 24-Parganas **TOGETHER WITH** the rights and properties appurtenant thereto, without any obstruction to others and delineated and demarcated on the map annexed hereto marked "A" and bordered "**RED**" thereon and butted and bounded as follows:

- ON THE NORTH : By R. S. Dag No. 883 (P) ;
- ON THE EAST : By 8'-0" wide common passage;
- ON THE SOUTH : By R. S. Dag No. 885 & 885/1543 ;
- ON THE WEST : By R. S. Dag No. 883 (P) ;

IN WITNESS WHEREOF the **VENDOR** has set and subscribed his hands on the day month and year above written.

SIGNED, SEALED & DELIVERED

by the **VENDOR** at Kolkata
in the presence of:

Md. Ejayur Molla
Raigachi, Rajarhat
24 Pgs (NO)
Mahesh Kumar
Raigachi, Rajarhat
Kol - 700135

Md. Ejayur Molla

SIGNATURE OF VENDOR

Read over and explained by me to the Vendor who executed the document after fully understanding the purport meaning and contents thereof.

Md. Ejayur Molla

RECEIPT

RECEIVED a sum of Rs.30,00,000/- [Rupees Thirty Lac] only, from the within named Purchaser, according to Memo of Consideration, stated herein below:

MEMO OF CONSIDERATION

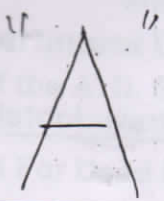
Amount (Rs.)	Date	Pay-order No.	Bank/Branch	Issued In favour Of
5,25,000/-	28.03.2012	670964	Indian Overseas Bank, Baguiati Branch	Md. Yousuf
5,25,000/	28.03.2012	670965	Indian Overseas Bank, Baguiati Branch	Md. Yousuf
5,25,000/	28.03.2012	670966	Indian Overseas Bank, Baguiati Branch	Md. Yousuf
5,25,000/	28.03.2012	670967	Indian Overseas Bank, Baguiati Branch	Md. Yousuf
9,00,000/-	28.03.2012	Paid in CASH to Md. Yousuf		
30,00,000/-	Rupees Thirty Lac only.			

Witnessess:

Md. Epapur Malha
Mahasa Mundi.

Md. Yousuf.

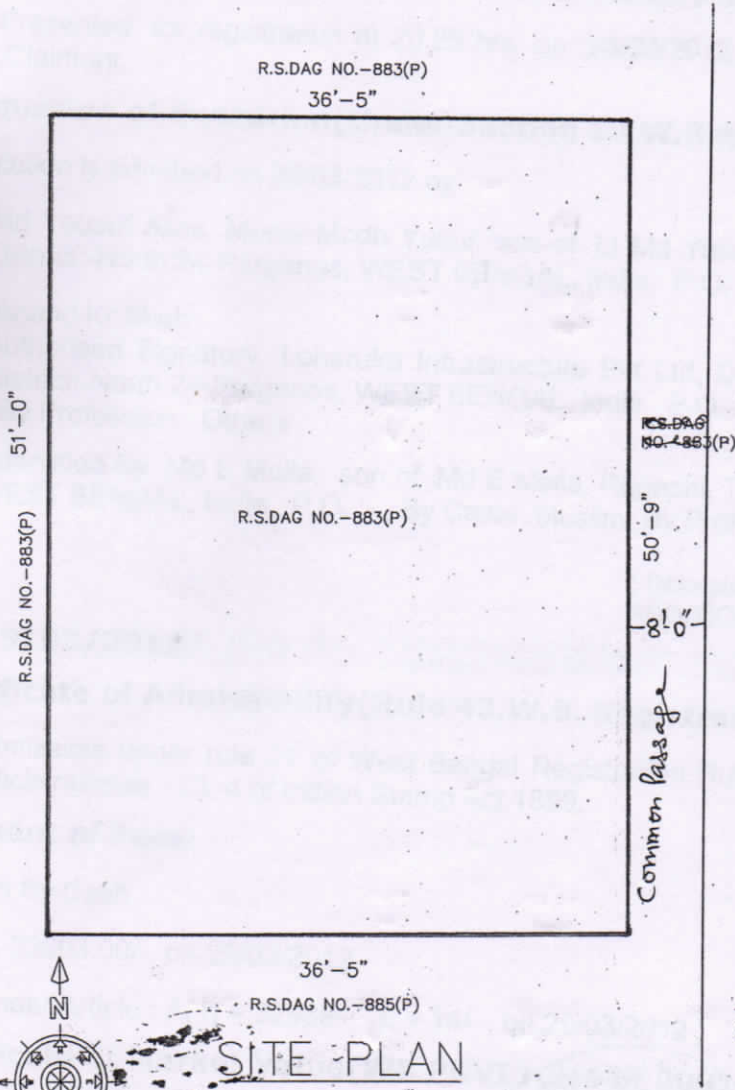
SIGNATURE OF THE VENDOR



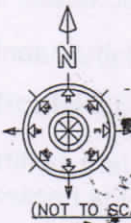
DEED PLAN SHOWING LAND AT R.S. DAG NO.-883(P) .L.R.
KHATIAN NO.-1867,266 MOUJA - RAIGACHI,
J.L. NO.-12, R.S. NO-194,P.S-RAJARHAT, DIST -24PRG. (N)

PURCHASER :-LOHARUKA INFRASTRUCTURE PVT.LTD.

LAND AREA DEMARCATED BY RED OUT LINE = 2K-9CH-13SQ.FT.



Mohyousut
SIG: OF VENDOR



SITE PLAN

LOHARUKA INFRASTRUCTURE PVT. LTD.

Ashok
Authorized Signatory/Director

(NOT TO SCALE)



Government Of West Bengal
Office Of the A. D. S. R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 04000 of 2012
(Serial No. 04307 of 2012)

On

Payment of Fees:

On 28/03/2012

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

Presented for registration at 20.25 hrs on :28/03/2012, at the Private residence by Anand Kr Shah ,Claimant.

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

Execution is admitted on 28/03/2012 by

1. Md Yousuf Alias Munsif Modh Yusuf, son of Lt Md Yakub , Raigachi Munshi Para, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others
2. Anand Kr Shah
Authorised Signatory, Loharuka Infrastructure Pvt Ltd, D C 9/28 Shastri Bagan D B Nagar, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700059 .
, By Profession : Others

Identified By Md E Molla, son of Md E Molla, Ragachi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/03/2012

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. 33003.00/-, on 29/03/2012

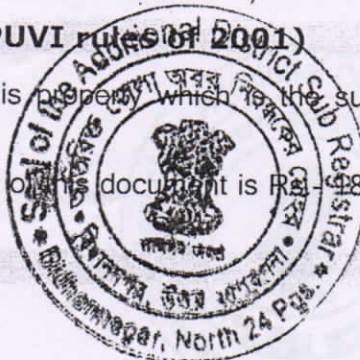
(Under Article : A(1) = 32989/- ,E = 14/- on 29/03/2012)

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.-30,00,000/-

Certified that the required stamp duty on this document is Rs.-980020 /- and the Stamp duty paid as: Impressive Rs.- 500/-

Deficit stamp duty



Additional District Sub-Registrar
(North 24 Parganas, West Bengal)



Government Of West Bengal
Office Of the A. D. S. R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 04000 of 2012
(Serial No. 04307 of 2012)























Deficit stamp duty Rs. 179520/- is paid, by the draft number 907483, Draft Date 28/03/2012, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 29/03/2012

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



[Handwritten signature]

FORM FOR TEN FINGERPRINTS

1						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
	<i>Ashok</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
2						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
	<i>Md. Yousof</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 6888 to 6901
being No 04000 for the year 2012.



(Debasish Dhar) 29-March-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal