

**v.** 500

FIVE HUNDRED
RUPEES

RS. 500: RS.

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Addl Dietrict Sub-Resident City

THIS INDENTURE made this the 28 day of March, 2012

BETWEEN (1) MD. REAJUR RAHAMAN alias Sekh Md. Riyajur Rahaman, (2)

SAHIDUR RAHAMAN alias Sekh Md. Sayadur Rahman, both son of Sk. Golam

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Address Subhas SAHA

L. S. VENTAL



V. C. T. 9. 2910

LOHARUKA INFRASTRUCTURE, PVT. LTD.

Albh

Authorized Signatory/Director

(ANAND KUMAR SHAH)



v.e. F. 9.

LOHARUKA INFRASTRUCTURE PVT. LTD.

old Answer.

Authorized Signatory/Director



N. C.T.9.

MD. Reifus Rohma

v. e. T. 9. 2913.



Add District Sub-Registra Bidhannagur, (Salt Labe Chy) Mohammad, (3) RAJIA KHATOON alias Razia Khatun, wife of Sk. Kamruddin, and daughter of Sk. Golam Mohammad, (4) KHODEJA KHATOON alias Khodeja Khatun, wife of Late Sk. Golam Mohammad, all by faith Muslim, and all residing at Vill. Mondalganti, P.O. Airport, P.S. Rajarhat presently Baguiati, District North 24 Parganas, (5) **REHENA KHATUN** alias Rahena Khatun, wife of Md. Maffuz Molla, and daughter of Sk. Golam Mohammad by faith Muslim, residing at Vill. Basina, Post-Rajarhat Bishnupur, P.S. Rajarhat, District North 24 Parganas, hereinafter jointly and/or collectively referred to and called as the "VENDORS" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal administrators, executors, successors-in-interest, trustees, representatives and/or assigns] of the ONE PART;

#### AND

(1) 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 Shravan Kumar Shah, residing at Green Valley Housing Complex, Block-A, Flat No.505, Chiriamore, Kaikhali, Kolkata- 700 136, and (2) MD. ANOWAR, son of Late Md. Ayub, by Caste- Muslim, by Nationality- Indian, residing at Raigachi, Munshi Para, Post & P.S. Rajarhat, District North 24-Parganas, hereinafter jointly and/or collectively referred to and called as the "PURCHASERS" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-office and successors-in-interest, executors, administrators, legal representatives and/or assigns] of the OTHER PART:

AND WHEREAS by an Indenture of Conveyance dated 07.04.1972, registered at the office of the Sub-Registrar, Cossipur, Dum Dum, recorded in Book No. I, Volume No. 33, Pages 128 to 132, Being No.1990 for the year 1972, one MD. JULFIKAR, purchased from one Nabiar Rahaman and Sadirun Nechha Begum, entirety of ALL THAT piece or parcel of land admeasuring 8 (Eight) decimal, more or less, at Mouza RAIGACHI, J.L. No. 12, comprised in C.S. Dag No. 879, corresponding to R.S. Dag No. 885, recorded in in Jamindar Khatian No.16, corresponding to C. S. Khatian No. 24 (Area- 4.5 Decimal), AND recorded in in Jamindar Khatian No.38, corresponding to C. S. Khatian No. 43 (Area- 3.5 Decimal), P.S. Rajarhat, District North 24 Parganas, free from all encumbrances, for the consideration therein mentioned.

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. 52, Pages 82 to 85, Being No.3013 for the year 1972, one SEKH GOLAM MOHAMMAD, son of Late Sekh Oali Mohammad purchased from said MD. JULFIKAR, his entirety of purchase, i.e. ALL THAT piece or parcel of land admeasuring 8 (Eight) decimal, more or less, at Mouza RAIGACHI, J.L. No. 12, comprised in C.S. Dag No. 879, corresponding to R.S. Dag No. 885, recorded in in Jamindar Khatian No.16, corresponding to C. S. Khatian No. 24 (Area- 4.5 Decimal), AND recorded in in Jamindar Khatian No.38, corresponding to C. S. Khatian No. 43 (Area- 3.5 Decimal), within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, P.S. Rajarhat, District North 24 Parganas, hereafter called "the SAID PROPERTY", free from all encumbrances, for the consideration therein mentioned.

AND WHEREAS after the aforesaid purchase and acquisition of the said Property by the said SEKH GOLAM MOHAMMAD, R.S. Dag No. 885 (Area- 8 Decimal) contained in Mouza Raigachi, split into two parts as corresponding L.R. Dag No. 885 (Area- 4 Decimal) and 885/1543 (Area- 4 Decimal), and is duly recorded in Records of Rights in the name of SEKH GOLAM MOHAMMAD vide L.R. Khatian No. 478.

AND WHEREAS in the span of time, said <u>SEKH GOLAM MOHAMMAD</u> died on 06.01.2000, leaving behind his only wife (1) <u>KHODEJA KHATUN</u>, two sons, namely (2) <u>MD. REAJUR RAHAMAN</u> alias <u>Sekh Md. Riyajur Rahaman</u>, (3) <u>SAHIDUR RAHAMAN</u> alias <u>Sekh Md. Sayadur Rahman</u>, and two daughters, namely (3) <u>RAJIA KHATUN</u> alias Razia Khatun, and (5) <u>REHENA KHATUN</u>, as the only legal heirs towards the estates left by him, including the Said Property;

REAJUR RAHAMAN alias Sekh Md. Riyajur Rahaman, (3) SAHIDUR RAHAMAN alias Sekh Md. Riyajur Rahaman, (3) SAHIDUR RAHAMAN alias Sekh Md. Sayadur Rahman, and two daughters, namely (3) AJA KHATUN alias Razia Khatun, and (5) REHENA KHATUN, the Vendors havein, are the sole and absolute owners of and well and sufficiently entitled to ALL THAT piece or parcel of land admeasuring 8 (Eight) decimal, more or less, at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 885, corresponding to L.R. Dag No. 885 and 885/1543, recorded in L.R. Khatian No. 478, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, P.S. Rajarhat, District North 24 Parganas, TOGETHER WITH the rights and properties appurtenant thereto, without any obstruction to others, more fully

AND WHEREAS the Vendors due to paucity of funds, have agreed to sale and the Purchasers herein have agreed to Purchase ALL THAT piece or parcel of land admeasuring 8 (Eight) decimal, more or less, at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 885, corresponding to L.R. Dag No. 885 and 885/1543, recorded in L.R. Khatian No. 478, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, P.S. Rajarhat, District North 24 Parganas, at and for a Total Consideration of Rs.56,00,000/- [Rupees Fifty Six 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.56,00,000/- [Rupees Fifty Six Lac] only, duly paid by the Purchasers to the Vendors at or before the execution of this instruments (the receipt 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 or every part thereof forever acquit release and discharge the Purchasers as also every portion of the demised plot of land free from the same) the Vendors doth hereby grant sell, convey, transfer, assign and assure unto the ALL THAT piece or parcel of land admeasuring 8 (Eight) decimal, more or less, at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 885, corresponding to L.R. Dag No. 885 and 885/1543, recorded in L.R. Khatian No. 478, 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 reminder 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, 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 Vendors or any other person or persons from the Vendors 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 Purchasers absolutely and forever, free from all encumbrances, trust, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

## 1. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS:

- (I) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendors or their predecessor in title or any of them done executed or knowingly suffered to the contrary, the Vendors 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 Vendors 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 Purchasers 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 Vendors 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 Vendors well and sufficiently saved defended kept harmless and

- (V) THAT further the vendors 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 Vendors 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 Purchasers do and execute or cause 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 Purchasers 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 Vendors nor any such notice has been published; and
- (VIII) THAT the Vendors 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 Purchasers and all person claiming through or under the Purchasers 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
  - THAT the Vendors shall and will, at all times hereafter be bound to it demnify the Purchasers against any loss or damage may be suffered by the Purchasers by reason of any defect in title or possession of the Vendors or by the discovery of any charge, acquirable or otherwise mortgage or trust, lien, lispendense 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

- (XI) THAT simultaneously with the execution of this deed of conveyance, the Vendors has delivered peaceful vacant possession of the Said Property, described in the schedule below, unto the Purchasers for the absolute use and benefits of the Purchasers as full and absolute owner thereof and all rights, title, interest over the Said Property hereby vests unto the Purchasers by virtue of this deed of conveyance absolutely and forever;
- (XII) THAT the Vendors 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 Vendors shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of Purchasers' name in the records of rights as well as in the records of local authority;
- (XIV) THAT simultaneously with the execution of this deed, the Vendors have handed over all documents of title relating to the Said Property unto the Purchaser.

#### THE SCHEDULE

(the Said Property)

ALL THAT piece or parcel of land admeasuring 8 (Eight) decimal, more or less, recorded as Sali, at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 885, corresponding to L.R. Dag No. 885 (Area-4 Decimal) and 885/1543 (Area-4 Decimal), recorded in L.R. Khatian No. 478, 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 R. S. Dag No. 884 (P);

<u>IN WITNESS WHEREOF</u> the <u>VENDORS</u> have set and subscribed his hands on the day month and year above written.

SIGNED, SEALED & DELIVERED

by the <u>VENDORS</u> at Kolkata in the presence of:

M. Paliore Hi Will-chandigarh P.O. Cocanganagar (Neypage (N.B) MD. Refor Phone

Khadija Ichartoon

Rehana Khatur

Rajia Khartoon

Sanidus Ranaman

Md. Agam Vill. Raigaelin 271867-8.CM

SIGNATURE OF VENDORS

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

Mo. Rapiorealli

LOHARUKA INFRASTRUCTURE PVT. LTD.

AShal

Authorized Signatory/Director

LOHARUKA INFRASTRUCTURE PVT. LTD.

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Authorized Signatory/Director

#### RECEIPT

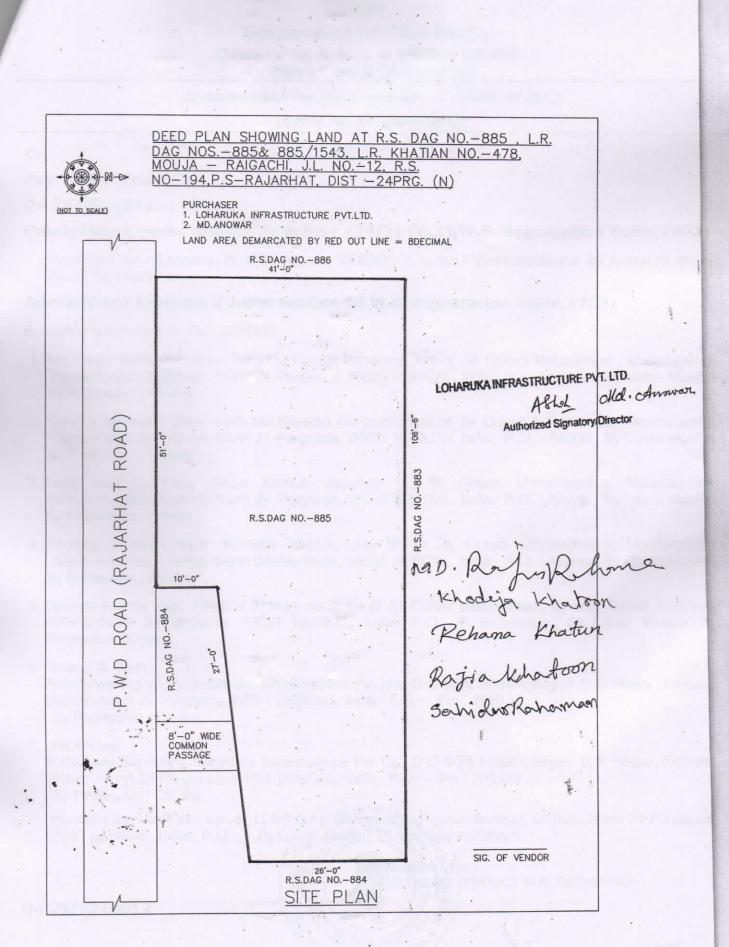
RECEIVED a sum of Rs.56,00,000/- [Rupees Fifty Six Lac] only, from the within named Purchasers, according to Memo of Consideration, stated herein below:

### MEMO OF CONSIDERATION

Amount (Rs.)	Date	Pay-order No.	Bank/Branch	Issued In favour Of  MD. REAJUR RAHAMAN			
5,00,000/-	28.03.2012	670955	Indian Overseas Bank, Baguiati Branch				
5,00,000/-	28.03.2012	670956	-do-	MD. REAJUR RAHAMAN			
5,00,000/-	28.03.2012	670957	-do-	SAHIDUR RAHAMAN			
5,00,000/-	28.03.2012	670958	-do-	SAHIDUR RAHAMAN			
5,00,000/-	28.03.2012	670959	-do-	RAJIA KHATOON			
5,00,000/-	28.03.2012	670960	-do-	REHENA KHATUN			
5,00,000/-		670961	-do-	KHODEJA KHATOOI			
3,50,000/-	01.03.2012	000075	Axis Bank Ltd., Nimta Branch	MD. REAJUR RAHAMAN			
4,00,000/-	01.03.2012	000071	-do-	SAHIDUR RAHAMAN			
4,00,000/-		000072	-do-	RAJIA KHATOON			
4,00,000/-		000073	-do-	REHENA KHATUN			
4,00,000/-		000074	-do-	KHODEJA KHATOON			
2,50,000/-		Paid in	Paid in CASH to all the Vendors by Md. Anowar				
56,00,000/-		rty Lac only.					

Md. Agenti

MD. Rafi Phone Khadeja Khatoon Rehana Khatun Rajia khadoon Sahidne Rahaman





### **Government Of West Bengal**

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

Endorsement For Deed Number : I - 04001 of 2012 (Serial No. 04309 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 20.05 hrs on :28/03/2012, at the Private residence by Anand Kr Shah , one of the Claimants.

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

Execution is admitted on 28/03/2012 by

- Md Reajur Rahaman Alias Sekh Md Riyajur Rahaman, son of Sk Golam Mohammad, Mondalganthi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-Airport, By Caste Muslim, By Profession: Others
- Sahidur Rahaman Alias Sekh Md Sayadur Rahaman, son of Sk Golam Mohammad , Mondalganthi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-Airport , By Caste Muslim, By Profession : Others
- Rajia Khatoon Alias Razia Khatun, daughter of Sk Golam Mohammad , Mondalganthi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-Airport, By Caste Muslim, By Profession: Others
- 4. Khodeja Khatoon Alias Khodeja Khatun, wife of Lt Sk Golam Mohammad , Mondalganthi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Airport , By Caste Muslim, By Profession : Others
- Rehena Khatun Alias Rahena Khatun, daughter of Sk Golam Mohammad , Basina, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-R Bishnupur , By Caste Muslim, By Profession : Others
- 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
- Md Anowar

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.

Identified By Md R Ali, son of Lt Md A Ali, Gangan ager, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste: Muslim, By Riolession: Others.

Webas Man Dhar) DDIT ONA DISTRICT SUB-REGISTRAR



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

### Endorsement For Deed Number: I - 04001 of 2012

(Serial No. 04309 of 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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

#### Payment of Fees:

Amount By Cash

Rs. 61603.00/-, on 29/03/2012

(Under Article: A(1) = 61589/- ,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.-56,00,000/-

Certified that the required stamp duty of this document is Rs.- 336020 /- and the Stamp duty paid as: Impresive Rs.- 500/-

### **Deficit stamp duty**

Deficit stamp duty Rs. 335520/- is paid, by the draft number 907482, Draft Date 28/03/2012, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 29/03/2012

( Debasish Dhar )
ADDITIONAL DISTRICT SUB-REGISTRAR





# FORM FOR TEN FINGERPRINTS

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# FORM FOR TEN FINGERPRINTS

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Addi District Sub-Register Balterinage Late Class