

179/2015



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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

342

8/11/15

पश्चिम बंगाल

VIC No-808/15

WEST BENGAL

8-7160/15

NO. 20, 20, 6041

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where the Document is signed or
written. The Signature Sheet and the
endpapers sheets attached to this document
form part of this Document

Additional Registrar
of West Bengal

M 11/15

**DEED OF SALE
TRANSFERRED AREA:**

10 (Ten) Decimals of Land in R.S. and L.R. Dag No. 647 in Mouza Manikpur,
District South 24-Parganas, West Bengal.

THIS DEED OF CONVEYANCE made this 8th day of APRIL, Two Thousand
and Fifteen (2015).

BETWEEN

(1) NURMAHAMMED MOLLA alias NURMAHAMMAD MOLLA, (PAN
CPVPM8124B) AND (2) AHAMMED MOLLA, both son of Moksed Ali Molla alias
Moksed Molla alias Muksed Molla, by faith Muslim, by occupation farmer and both
residing at Manikpur Ghoshal Para, Post Office Harinavi, Police Station Sonarpur,
District 24 Parganas South, Pin - 700148, hereafter collectively called the "VENDORS"
(which expression shall mean and include their respective successors in interest and/or
assigns) of the ONE PART.

AND

SHRESTH COTTON PVT. LTD.

L.T. for

Authorised Signatory



BY the Pen of

Kamaluddin Molla

श्री श्री श्री

SHRESTH COTTON PRIVATE LIMITED (PAN NO. AADCS6092G), a company within the meaning of Companies Act, 1956, having its registered office at having its registered office at 84/1B, Topsia Road, South Kolkata – 700046, Police Station - Topsia, represented by its authorized representative **Mr. Prakash Bhimrajka (PAN – ADGPB7657M)**, son of Late Bajrang Lal Bhimrajka, hereinafter called the "**PURCHASER**" (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and/or assigns) of the **OTHER PART**.

WHEREAS:

- A. The Vendors have *inter alia* represented to the Purchaser (hereafter the "**Representations**") that:
- (a) At all material times One Arshed Ali Mistri was the absolute owner of 'Land' measuring about of 23 Decimals in R.S. and L.R. Dag No. 647, Khatian No.190, L. R. Khatian No. 83, comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police Station Sonarpur, 24, Parganas South.
 - (b) By a registered Deed of Conveyance dated 7th December 1966, registered with the Additional District Sub-Registrar of Baruipur and recorded in Book No. I, Volume No. 161, Pages 161 to 164, being Deed No. 13496 for the year 1966 the said Arshed Ali Mistri sold transferred and conveyed his Land admeasuring 23 Decimals in R.S. & L.R. Dag No. 647, Khatian No. 190, comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police Station Sonarpur, 24, Parganas South unto and in favour of Smt. Purnima Devi, wife of Nikhil Maitra, free from all encumbrances.
 - (c) By a registered Deed of Gift dated 4th March, 1986, registered with the District Sub Registrar South 24 Parganas and recorded in Book No. I, Volume No. 73, Pages 356 to 360, Being Deed No. 3573 for the year 1986 the said Smt. Purnima Devi gifted transferred and conveyed 23 (Twenty Three) Decimals of "Land" in R.S and L.R Dag No. 647, Khatian No. 190, L.R. Khatian No. 83, comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police Station Sonarpur, District 24 Parganas South unto and in favour of Nurmahammed Molla and Ahammed Molla (the Vendors herein) free from all encumbrances.
 - (d) By the above said gift the Vendors herein became the joint owners of undivided 23 (Twenty Three) Decimals of "Land" in R.S and L.R Dag No. 647, Khatian No. 190, L.R. Khatian No. 83, comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police Station Sonarpur, District 24 Parganas South.
 - (e) The Vendors herein agree to sale the undivided 10 (Ten) Decimals of land out of 23 (Twenty Three) Decimals of "Land" in R.S and L.R Dag No. 647, Khatian No. 190, L.R. Khatian No. 83, comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, Police Station Sonarpur, District 24 Parganas South, herein after referred to as the "**Said Property**" more fully and particularly described in the **Schedule** herein after written for the consideration of Rs. 18,15,000/- (**Rupees Eighteen Lacs and Fifteen Thousand**) only.
 - (f) Thus, the Vendors are fully seized and possessed of and/or otherwise well and sufficiently entitled to the **Said Property**.
 - (g) The **Said Property** is free from all encumbrances of every nature and kind.

- (h) The **Said Property** or any part thereof is not the subject matter of any mortgage, charge, lien, security and/or guarantee of any nature whatsoever.
- (i) No notices have been issued by the Income-tax Authority nor are any proceedings pending within the meaning of Section 281 of Income-tax Act, 1961 and there is no prohibitory order upon the Vendors from selling and/or dealing with the **Said Property**.
- (j) No prohibitory orders have been issued by any other taxing or revenue authorities prohibiting the Vendors from selling and/or dealing with the **Said Property**.
- (k) There are no suits and/or proceedings and/or litigations pending in any Court of Law in respect of the **Said Property** nor are there any orders of attachment in respect thereof.
- (l) The **Said Property** or any part thereof is at present not affected by any requisition or acquisition or any alignment by any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendors.
- (m) No part of the **Said Property** has been or is liable to be acquired and/or vested under the West Bengal Land Reforms Act, 1955 and/or under any other law and no proceedings have been initiated or are pending in respect thereof.
- (n) There is no Bargadar or water body in the **Said Property** and there is no case pending against the Vendors nor have the Vendors received notice of any such claim or proceeding.
- (o) The Vendors have not entered into any agreement and/or writings with any person or persons nor have they received any deposit and/or earned money or token money from any person or persons under any arrangement whatsoever in respect of the **Said Property** or any part thereof.
- (p) The Vendors have not done any act or executed any document or papers or knows any fact whereby the sale of the **Said Property** by the Vendors to the Purchaser, free from all encumbrances and with vacant possession, can be obstructed or the enjoyment thereof by the Purchaser may be defeated, delayed or prejudiced in any manner.
- (q) The Vendors do not belong to Schedule Tribe.
- (r) The Vendors have full power and absolute authority to sell and transfer the **Said Property**.
- (s) The Vendors had offered to sell the **Said Property** to the other co-owners but they refused to purchase the same.

B. Representing the above, the Vendors proposed to sell to the Purchaser the **Said Property** and relying on the above Representations of the Vendors the Purchaser is purchasing the **Said Property**.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

I. In the premises as aforesaid and in consideration of the sum of Rs. 18,15,000/- (Rupees Eighteen Lacs and Fifteen Thousand) only paid to the Vendors by the

Purchaser at or before the execution of these presents (the receipt whereof the Vendors do hereby and by the Memo of Consideration written herein below admit and acknowledge and of and from the same and every part thereof do hereby acquit release and forever discharge the Purchaser and the Said Property hereby conveyed and transferred) the Vendors do hereby grant sell convey transfer assign and assure unto the Purchaser free from all encumbrances whatsoever **ALL THAT** the piece or parcel of Land more fully and particularly described in the **SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the Said Property or any part thereof now is or was at any time or times heretofore was situated butted bounded called known numbered described or distinguished **TOGETHER WITH** all gardens and all other advantages of ancient or other, areas, fences, sewers, drains, ditches, water, water-courses, ways, paths, passages, trees, shrubs and all manner of rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging or in anywise appertaining or which with the same or any part or portion thereof now is or was at any time or times heretofore were or was held, used, occupied, enjoyed or reputed to belong or be appurtenant thereto **AND** all the rents, issues and profits of the Said Property and every part thereof **AND** all the legal incidents thereof **AND** all the estates, rights, title, interests, inheritance, uses, possessions, claims and/or demands whatsoever both at law or in equity of the Vendors into, upon or in respect of the Said Property and every part or portion thereof **AND** all deeds, pattahs, muniments, writings and evidence of title which in anywise exclusively relate to the Said Property or any part or portion thereof and which now are may hereafter be in the possession, power or custody of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit **AND TO HAVE AND TO HOLD** the Said Property **AND ALL AND SINGULAR OTHER THE SAID PROPERTY HEREBY** granted, conveyed, sold, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely, forever and free from all encumbrances and liabilities whatsoever.

II. THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (i) The Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property free from all encumbrances whatsoever and have good right full power, absolute authority and indefeasible title to grant sell convey and transfer the Said Property hereby granted sold conveyed and transferred or expressed so to be and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents;
- (ii) The Purchaser shall and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the Said Property and every part thereof and receive and take the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or their predecessor-in-title or any person or persons having or lawfully rightfully or equitably claiming from under or in trust for the Vendors;
- (iii) The Said Property is free and clear and 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 indemnified of from and against all former and other estates, charges, liens, debts attachments, executions liabilities and encumbrances whatsoever;

- (iv) The Vendors and all persons having or lawfully or equitably claiming any estate, right title or interest whatsoever in the Said Property or any part thereof from through 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 or cause to be done or executed all such acts deeds and things whatsoever for further, better and more perfectly and effectually granting and assuring the Said Property and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

III. The Purchaser doth hereby confirm having received vacant and peaceful possession of the Said Property.

SCHEDULE
(Said Property)

All That piece and parcel 10 (Ten) Decimals, out of 23 (Twenty Three) Decimals of Land in R.S and L.R. Dag No. 647, Khatian No. 190, L.R. Khatian No. 83, comprised in Mouza Manikpur, J.L. No. 77, Re. Su. No. 226, Touzi No. 412, under Rajpur Sonarpur Municipality, Kolkata 700148, Police Station Sonarpur, District 24 Parganas South, butted and bounded as follows:-

On the North : By Plot of land being R.S. Dag No. 647 (P)
On the East : By Plot of land being R.S. Dag No. 646 & 645
On the South : By Plot of land being R.S. Dag No. 647 (P)
On the West : By Plot of land being R.S. Dag No. 618


as shown in the plan annexed hereto and bordered Red thereon and butted and bounded in the manner as follows:

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the VENDORS at Kolkata in the presence of:

1. *Suman Choudhury*

2. *Amit kr. Das*

 L.T. 1 For
GIRISH CHANDRA
BY THE PEN OF
Kamal uddin Molla

১৭ ১২ ১৩ ১৪ ১৫

EXECUTED AND DELIVERED by the PURCHASER at Kolkata in the presence of:

1. *Suman Choudhury*

2. *Amit kr. Das*

GREENSH COTTON PVT. LTD.
Premar Sharma
And

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the sum of Rs. 18,15,000/- (Rupees Eighteen Lacs and Fifteen Thousand) only towards payment of the entire consideration money for sale of the Said Property and rights and properties appurtenant thereto as mentioned herein above in the manner mentioned below:

Sl. No.	Date	Cheque No.	Bank	Amount(Rs.)
1.	06/04/15	982774	Oriental Bank of Commerce	9,07,500/-
2.	06/04/15	982775	Oriental Bank of Commerce	9,07,500/-
Total				Rs. 18,15,000/-

(Rupees Eighteen Lacs and Fifteen Thousand) only

WITNESSES:

1. *Suman Choudhary*
19/8, PURBACHAL BIDHAR RD.
KOL - 78.

2. *Amit Kr. Das*
3, British Indian Street
Kolkata - 700001

23 APR 2015

*L.T. For
BY THE Pen of
Kamaluddin Molla*

Drafted by me: *Nishant Kr. Saraf* - Advocate.
Mr. Nishant Kr. Saraf, Advocate (E. No. F-314/2002)
Nishant Kr. Saraf Advocates
8, Old Post Office Street, 2nd Floor,
Kolkata 700 001.
Phone : (033) 22623384, 9830235574
Email: nishantsaraf1976@gmail.com



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 03134 of 2015
(Serial No. 02979 of 2015 and Query No. 1901L000007160 of 2015)

On 08/04/2015

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

Presented for registration at 15.42 hrs on :08/04/2015, at the Private residence by Prakash Bhimrajka ,Claimant.

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

Execution is admitted on 08/04/2015 by

1. Nurmahammed Molla Alias Nurmahammad Molla, son of Moksed Ali Molla , Manikpur Ghoshal Para, Thana:-Sonarpur, P.O. :-Harinavi, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Muslim, By Profession: Cultivation
2. Ahammed Molla, son of Moksed Ali Molla , Manikpur Ghoshal Para, Thana:-Sonarpur, P.O. :-Harinavi, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste Muslim, By Profession : Cultivation
3. Prakash Bhimrajka
Authorised Signatory, Shresth Cotton Pvt Ltd, 84/1 B, Topsia Road (South), Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.
, By Profession : Others

Identified By Kamal Uddin Molla, son of Late Khorshed Molla, Manikpur Musalman Para Thana:-Sonarpur, P.O. :-Harinavi, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148 By Caste: Muslim, By Profession: Cultivation.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

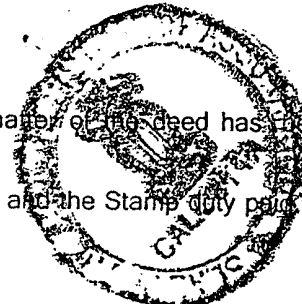
On 10/04/2015

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.-20,60,604/-

Certified that the required stamp duty of this document is Rs.- 123656 /- and the Stamp duty paid as: Impresive -Rs.- 5000/-

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

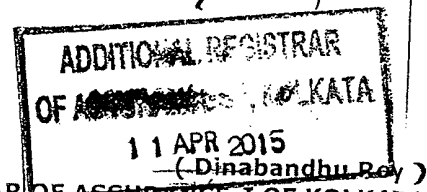


On 11/04/2015

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, 5 of Indian Stamp Act 1899.

Payment of Fees:



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

11/04/2015 13:59:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 03134 of 2015
(Serial No. 02979 of 2015 and Query No. 1901L000007160 of 2015)

Amount by Draft

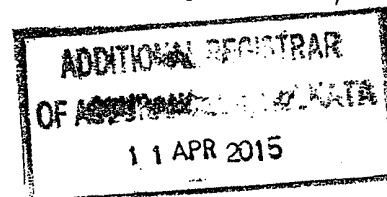
Rs. 22758/- is paid , by the draft number 392277, Draft Date 08/04/2015, Bank Name State Bank of India, Specialised Insti Bkg Kolkata, received on 11/04/2015

(Under Article : A(1) = 22660/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/04/2015)

Deficit stamp duty

Deficit stamp duty Rs. 118656/- is paid , by the draft number 392259, Draft Date 08/04/2015, Bank : State Bank of India, Specialised Insti Bkg Kolkata, received on 11/04/2015

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 2 of 2

11/04/2015 13:59:00

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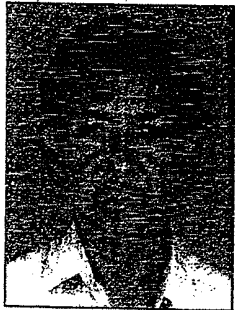
|| | Little Finger |

SPECIMEN FORM FOR TEN FINGERPRINTS



Handwritten: 16/05/13 13:20 2013

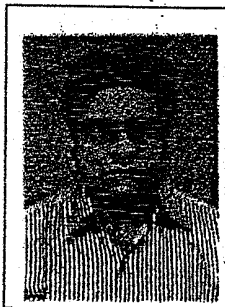
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



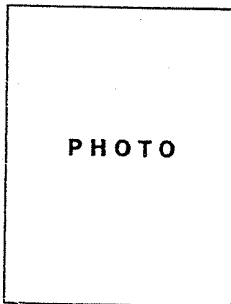
*1.T. / For
27/05/13 13:20 2013
By the Perm of*



Kamaluddin Mulla

Signature

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

(Scan)

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD
KCT0802603

নির্বাচকের নাম : কামাল উদ্দিন মোল্লা
Elector's Name : Kamal Uddin Molla

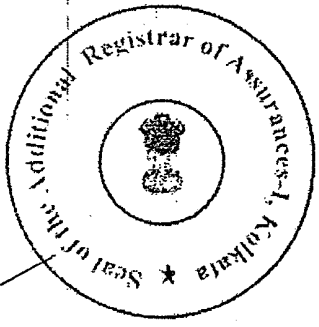
পিতার নাম : খোরসেদ মোল্লা
Father's Name : Khorsed Molla

লিঙ্গ / Sex : পুরুষ / M
জন্ম তারিখ / Date of Birth : XX / XX / 1958

Kamal uddin Molla

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 2395 to 2407
being No 03134 for the year 2015.



(Dinabandhu Roy) 17-April-2015
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal