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भारत INDIA INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL (Se codorsement sheets attached with

WAR 2011

THIS INDENTURE is made this 19th day of March Two Thousand and

Fourteen BETWEEN RAJU SHAH alias RAJU SAHA, son of Ranjit Saha,

residing at Boral Government Colony, T. S. Road, P. S. Sonarpur, Kolkata-

700154, represented by Lawful Attorney, Mr. Tahir Hossain Molla, son

of Late Alauddin Molla, vide Deed of Power of Attorney being no.

3472/ 2013, registered at the office of A. D. S. R. Sonarpur, South

24 Parganas, hereinafter referred to as the VENDOR (which expression

shall, unless excluded by or repugnant to the subject or context, be

HOJESH MINI

Director/Auth, Signatory

TalidHossain Holl-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

19/03/2014

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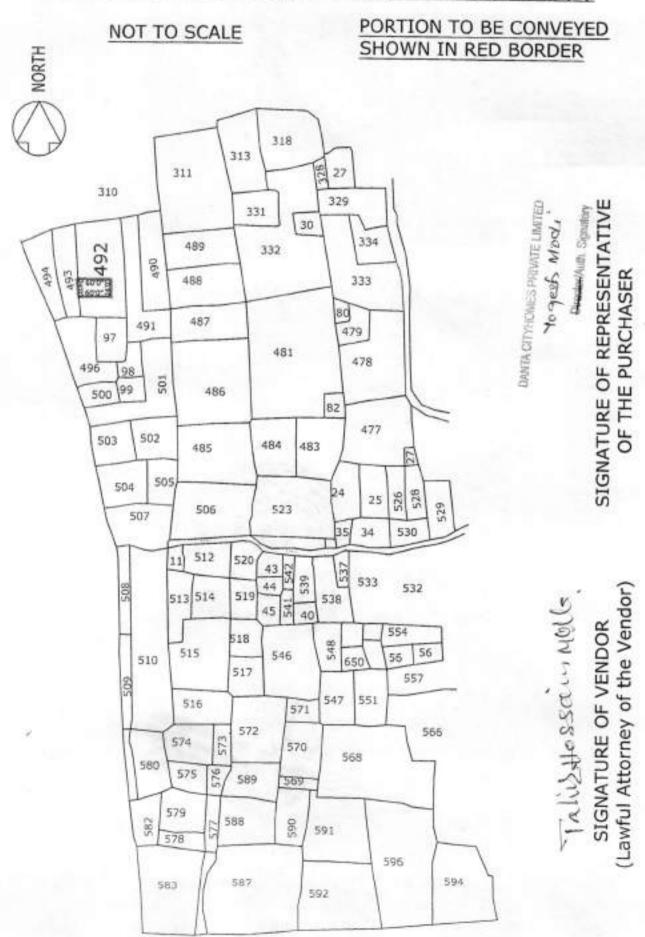
SUBHANKAR DAS STAMP VENDOR

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SITE PLAN OF THE PLOT NO.492, AT MOUZA.MANIKPUR, J.L. NO. 77, POLICE STATION-SONARPUR, 24-PARGANAS(S)









Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 02048 of 2014 (Serial No. 02123 of 2014 and Query No. 1604L000004651 of 2014)

On 19/03/2014

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 Draft

Rs. 16528/- is paid , by the draft number 118903, Draft Date 18/03/2014, Bank Name State Bank of India, ELGIN ROAD, received on 19/03/2014

(Under Article : A(1) = 16489/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 19/03/2014)

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.-15,00,000/-

Certified that the required stamp duty of this document is Rs.- 90010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 90010/- is paid , by the draft number 118907, Draft Date 18/03/2014, Bank : State Bank of India, ELGIN ROAD, received on 19/03/2014

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

Presented for registration at 13.48 hrs on :19/03/2014, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Sri Yogesh Modi ,Claimant.

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

Execution is admitted on 19/03/2014 by

Sri Yogesh Modi

Authorised Representative, M/s. Danta Cityhomes Pvt. Ltd., 6a Elgin Rd., Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700020, By Profession: Service

Identified By Subhodeep Sarkar, son of Lt. Uday Sarkar, Alipore Police Court, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindb, By Profession: Advocate.

Executed by Attorney

Execution by

 Mr. Tahir Hossain Molla, son of Lt. Alauddin Molla Manikpur Theria Sonarpur, P.O.:-Harinavi, District:-South 24-Parganas, WEST BENGAL, India: Pint -700148 Caste Muslim By Profession: Others, as the constituted attorney of Raju Shah alias Raju Saha is somitted by him.

> (Tridip Misra) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

19/03/2014 15:17:00



Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 02048 of 2014 (Serial No. 02123 of 2014 and Query No. 1604L000004651 of 2014)

Identified By Subhodeep Sarkar, son of Lt. Uday Sarkar, Alipore Police Court, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700027, By Caste: Hindu, By Profession: Advocate.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2



deemed to mean and include his heirs, executors, administrators, legal representatives and assignces) of the ONE PART A N D M/S. DANTA CITYHOMES PRIVATE LIMITED, registered under the Companies Act, 1956 having its registered office at 6A, Elgin Road, Kolkata – 700020, Police Station – Bhawanipore, having Pan - AAECD8483B, represented by its Authorised Representative Sri Yogesh Modi son of Sri Girdhar Gopal Modi, by faith – Hindu, by Occupation – Service, by Nationality & Citizenship – Indian, having Pan – AIUPM9083B, vide board resolution dated 18.03.2014 hereinafter referred to as the PURCHASER (which expression shall, unless otherwise excluded by or repugnant to the subject or context, be deemed to mean and include its administrators, successor-in-interest, legal representatives and assignces) of the OTHER PART:

WHEREAS:

A. JAMALUDDIN MOLLAH and SALAUDDIN MOLLAH, both sons of Khorshed Ali Mollah, were the absolute owners and occupiers of All That the piece and parcel of land ad-measuring 57 (fifty seven) decimal land, be the same a little more or less comprised in L. R. Dag No. 492 under L. R. Khatian Nos. 269 and 779 respectively, situated at Mouza Manickpur, Block- Sonarpur, J.L. no. 77, in the District of South 24-Parganas (hereinafter referred to as the "said entire land"). And the said two brothers were entitled to said land of 57 decimal and had been exercising their right, title, interest and possession over the said land along with other landed properties absolutely and peacefully, which was effected in the L. R. R. O. R. under the aforesaid two Khatians being nos. 269 and 779 for 28 decimal land and 29 decimal land respectively.





- That to the subsequent stage both aforesaid JamaluddinMollah and Salauddin Mollah decided to transfer and convey a part of their said entire land of 57 decimal, and accordingly they transferred, conveyed, assigned and assured All That the demarcated piece and parcel of land admeasuring 2 Cottahs morefully described in the Schedule thereunder written (hereinafter referred to as the said land), unto and in favour of the Purchaser therein, being Vendor herein by executing a Deed of Conveyance (Bengali Kobala) dated the 5th day of September, 2003, being No. 4914 for the year 2004, registered in the office of the District Sub-Registrar - IV, 24 Parganas South,in Book No. 1, Volume No. 30 Pages 735 to 751. And since then the Vendor herein became lawful owner and occupier of his said purchased land of 2 (two) Cottahs comprised in L. R. Dag No. 492 situated at Mouza Manickpur, Block-Sonarpur, J.L. no. 77, in the District of South 24-Parganas, morefully described in the Schedule below, and started enjoying the same with right, title and interest absolutely and peacefully, and got his said purchase mutated in his names in the records of Rajpur Sonarpur Municipality.
- C. The Vendor is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said land of 2 Cottahs, more fully and particularly described in the Schedule hereunder written, free from all encumbrances liens, lispendens, attachments, acquisition, requisition, charges and trusts of whatsoever nature.
- D. The Vendor very recently, due to financial crisis, expressed his willingness to transfer his said purchased land of 2 Cottahs being free from all encumbrances, charges, liens, lispendences, acquisitions, requisitions, attachments, trusts of whatsoever nature for the consideration of a sum of Rs. 15, 00, 000/= (Rupees Fifteen Lac) only, in





effect of which the Purchaser has agreed to purchase the same All That the said land at said consideration.

E. Meanwhile the **Vendor** herein has nominated, constituted and appointed in its place and stead **Mr.Tahir Hossain Molla**, son Late Alauddin Molla by aforesaid Deed of General Power of Attorney being no. 3472 / 2013, registered at the office of A. D. S. R. Sonarpur, South 24 Parganas, as his true and lawful Attorney, volume no. 6, pages written from 599 to 607 to act on his behalf and in his name and to do all such things as the said Attorney shall think fit and proper, along with power to sign, execute, register any deed, documents, declaration, affidavits, before any authorities concerned including all Registration authorities, semi-government authorities etc for all or any of the purpose aforesaid to use the name of the Vendor, and do any other act deed or things whatsoever in relation to the said land and premises as aforesaid as fully and effectually, as if the Vendor has done / could have done all by his physical presence.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs 15,00,000/= (Rupees Fifteen Lac) only paid by the Purchaser herein to the Vendor at or before the execution of these presents, (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written, admit and acknowledge to have received and confirmed by signing the Memo of Consideration written hereunder, the same and every part thereof) and VENDOR of the One Part herein doth hereby forever acquit, release and discharge his right, title and interest of the said land in favour of the Purchaser, AND the Vendor doth hereby grant, transfer, convey, assign





and assure unto and in favour of the Purchaser All That the piece and purcel of land admeasuring 2 Cottahs be the same a little more or less comprised in L.R. Dag No. 492 situate lying at Mouza Manickpur, P.S. Sonarpur in the District of South 24-Parganas, morefully and particularly described in the Schedule hereunder written, and shown & delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the 'said land') OR HOWSOEVER OTHERWISE the said property or any part thereof now is or in or hereto before was situated, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages, appendages and appurtenances whatsoever to the said property or any part thereof belonging to or in otherwise or in anywise appertaining or with the same and/or any part thereof or usually held, used, occupied or enjoyed therewith or reputed to belong or to be appurtenant thereto A N D all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof unto and to the Purchaser in the manner aforesaid TOGETHER WITH all deeds, pattahs, muniments of title whatsoever relating to the said property or any part thereof which now are or is heretofore way come in the possession custody or at any time hereafter shall or may be in power or control of the Vendor or any other person or persons from whom he may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereby granted, sold and conveyed transferred assured and assigned, expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendor doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing by the





Vendor or his predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof unto and to the Purchaser in the manner aforesaid without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed or thing whatsoever as aforesaid the Vendor has now in himself good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for AND THAT the Purchaser shall hold the said premises free and clear and freely and clearly and absolutely acquitted and forever released and discharged by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of from and against all matters and other estate, right, title, interest, encumbrances, charges, whatsoever made, done, occasioned, suffered by the Vendor or any of its predecessor-in-title from any person or persons equitably or lawfully claiming through under or in trust for the Vendor AND FURTHER THAT the Vendor and all persons equitably or lawfully claiming any estate or interest in the said premises or any part thereof from under or in trust for the Vendor or from or under any of its predecessor-in-title, shall and will





at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and morefully and perfectly assuring the said premises and every part thereof unto and to the use of the Purchaser as may be reasonably required AND the Vendor has good right, full power and absolute authority to sell the same in the manner aforesaid and FURTHER THAT the Vendor shall and will hand over all documents and relating papers to the Purchaser AND FURTHER THAT the Vendor doth hereby undertake to pay all outstanding rents and taxes, govt. revenue and all other impositions, whatsoever of nature due payable by the Vendor or any of its predecessor-in-title in respect of the said premises upto the date of these presents AND WHEREAS the Purchaser shall have every right to construct building and also having full authority to transfer, right, title, interest in the said premises.

THE VENDOR HOWEVER COVENANTS WITH THE PURCHASER AS FOLLOWS:

- i. The Vendor shall pay the Khajna till the execution of this Deed of Conveyance and hand over the up to date paid Khajna Receipt within three months from the date of execution of this Deed of Conveyance, and cooperate fully the Purchaser in its mutation – process in concerned authorities.
- (ii). The Vendors herein confirms that if any defect in marketable title of the Scheduled mentioned property transpires in future, he and / or his





legal heirs, successors-in-interest shall be bound to indemnify and will keep indemnified the Purchaser herein at any cost and shall give full compensation at cost against loss, damages, costs and expenses if is suffered by the Purchaser herein.

- (iii). The Vendor herein shall handover all the original deeds and documents, chain deeds to the Purchaser on the day of registration of this instrument yet prior to its execution.
- (iv). The VENDOR herein shall execute all documents, as Deed of Declarations or Rectification or any other Supplementary Deed or Deeds, at the cost of the PURCHASER herein to establish their good and effective title, if any error or omission in the recital of the 'Deed of Conveyance' transpires later.
- (v). The PURCHASER herein, shall on the strength of this 'Deed of Conveyance' will become the absolute owner of the "Said Property" mentioned in the SCHEDULE hereunder written and shall be able to enjoy peaceably and without any hindrances the "Said Property" by paying annual rates and taxes to the concerned Authorities, Rajpur Sonarpur Municipality and Sonarpur B.L. & L.R.O, and also mutate its name in the records of concerned. Authority and concerned Municipal Authority and other offices also.
- vi) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon to hold, use and enjoy the said land and every part thereof, being free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever, and to receive rents, issues and profits thereof without any





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interruption, disturbance, claim or demand whatsoever from or by the Vendors and their predecessors-in-title or any person or persons claiming through under or in trust for the Vendor.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land admeasuring an area of 2 cottahs be the same a little more or less comprised in R.S. & L.R. Dag No. 492 under L.R.Khatian Nos. 269 and 779, corresponding to R.S. Khatian no. 365, situated at Mouza Manickpur, Block-Sonarpur, J.L. no. 77, in the District of South 24-Parganas, R.S. No. 226, Touzi No. 412, Police Station and Additional District Sub Registration Office-Sonarpur, within Ward No. 23 of Rajpur-Sonarpur Municipality being Holding No. old 118, new 463 in the District of 24 Parganas South, delineated in Red border in the site Plan annexed herewith, butted and bounded as follows:-

ON THE NORTH : Part of Dag No. 492:

ON THE SOUTH : Part of Dag No. 492;

ON THE EAST : Part of Dag No. 492;

ON THE WEST : Part of Dag No. 493

The annexed Site Plan shall be treated as part and parcel of this Deed of Conveyance.





IN WITNESSES WHEREOF the parties being physically well and mentally fit and of sound mind without any provocation, and with free consent and by going through the contents of this Deed of Conveyance hereto, have set their respective hands on the day, month and year first hereinabove written in presence of the following witnesses:

SIGNED SEALED AND DELIVERED by the

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

1. Such det Mandal

2. Subhodeep Sarkar Police Gurt Talis Hossain Molls

PANNO BEOPM 4790P
Signature of Vendor

(Lawful Attorney of the Vendor)

SIGNED SEALED AND DELIVERED by

the said <u>PURCHASER</u> at Kolkata in the presence of:

1. Sasim Kv Kundal 5/0. Sudarsan Kundal Alipere police Count Kol- RT

2. Sonjie K Ghal-S/o Nirmal Cohost-Kestopur Kol-59 DANIACITYHOMESPRIVATE LIMITED
YOSJOEK, MYCLI

Denotor/Juth. Signatory.

Signature of representative of the Purchaser

Readover and Explained in Bengali to the Executant, and Draft Deed prepared by me

> Subhodeop Sankon Advocate Police (ownt





MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within mentioned sum of Rs. 15, 00, 000/= (Rupees Fifteen Lac) only being the full consideration money as per Memo below:-

SERIAL NO.	CHEQUE ISSUED TO	CHEQUE NO. & DATE	BANK	CHEQUE AMOUNT (Rs.)
1	RAJU SHAH	053530, 18.03.2014	AXIS BANK	8,00,000/-
2	RAJU SHAH	053531 18.03.2014	AXIS BANK	7,00,000/-
	15,00,000/-			

(RUPEES FIFTEEN LAC ONLY)

SIGNED SEALED AND DELIVERED by

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

WITNESSES:

1. Such cot Mandal

2. Subhodeep Sarker Police Court

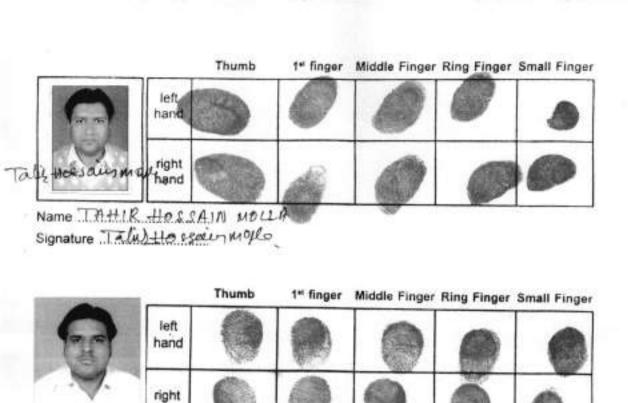
Tahis Hossain Mollo

Signature of Vendor

(Lawful Attorney of the Vendor)







Name YOSESH HOLI Signature Yespeak Modu

hand

togest Modi

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Buoto	left hand					
РНОТО	right hand					

Name

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
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РНОТО	right hand					





NAR ZOM

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 3527 to 3544 being No 02048 for the year 2014.



(Tridip Misra) 25-March-2014 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal