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10614/2014



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 923736

22-09-2014
1-5
Rohim

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

22 SEP 2014

THIS INDENTURE made this the 22nd day of September, 2014
BETWEEN ROHIMON BIBI, alias Rohiman Bibi, wife of Late Alauddin Gazi,
residing at Gazi Para, Village & P.O. Lauhati, P.S. Rajarhat, Kolkata 700 135,

S 923736

30075

No. _____ Date _____

Sold to _____

Address _____

ANJUSHREE BANERJEE
L.S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001



30 JUN 2014



Abdus Sattar Guzi
Late Aladdin Guzi
Lanthati Guzipore
Rajarhat
Business

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

22 SEP 2014

District North 24 Parganas, hereinafter referred to as the "**VENDOR**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, successors-in-interest, trustees, executors, administrators, legal representatives and/or assigns] of the **ONE PART AND** (1) **EXCEL SALES PRIVATE LIMITED**, PAN NO. AABCE7515N, a Company, incorporated under the Companies Act, 1956 having its registered office at VIP Enclave, Block-A, Flat No.104, VIP Road, Raghunathpur, Kolkata 700 059, (2) **HARAPPA NIRMAN PRIVATE LIMITED**, PAN NO. AABCH8955M, a Company incorporated under the Companies Act, 1956 having its registered office at DC 9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, hereinafter jointly and/or collectively referred to as the "**PURCHASER**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-office, trustees, executors, administrators, legal representatives and/or assigns] of the **OTHER PART:**

WHEREAS:

- A. By virtue of Records of Rights one **HABUL MOLLA** son of Late Haran Molla, was well seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of land measuring an area of total 47 (Forty Seven) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No. 12, R.S. No. 194, Touzi No. 169, comprised in C.S. Dag No.925, corresponding to R.S. Dag No.928, recorded under Jamidar Khatian 107, C.S. Khatian No. 108, corresponding R.S. Khatian No. 135, under P.S. Rajarhat, District 24-Parganas ;
- B. By a Heba Bil Awuaznama, in bengali vernacular, dated the 3rd day of May, 1949, Said **HABUL MOLLA**, therein called "Daata" (Doner), gifted and transferred entirety of the aforesaid land, i.e. **ALL THAT** piece or parcel of land measuring an area of total 47 (Forty Seven) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No. 12, comprised in C.S. Dag No. 925, corresponding to R.S. Dag No. 928, recorded under R.S. Khatian No. 135, under P.S. Rajarhat, District 24-Parganas, unto and in favour of his four sons (1) **Abdul Latif Molla**, (2) **Abdul Malek Molla**, (3) **Mohar Ali Molla**, (4) **Kachimuddin Molla**, and his two grandsons, (5) **Ajbahar Molla**, and (6) **Mujibar Molla**, both son of Late Helaluddin Molla, therein collectively called as "Grahita" (Donee), and duly registered with the Sub Registry Office, Cossipur, Dum-Dum, recorded in Book No.I, Being No. 1809 for the year 1949, absolutely and forever ;

- C. The said **Mujibar Molla** alias Mujibar Rahaman died intestate leaving behind his wife (1) **Joynur Begam @ Bibi**, his son (2) **Motihar Rahaman Molla** and his daughter (3) **Rijia Khatun** as his only legal heirs, who inherited all his share of land out of 47 (Forty Seven) Decimal, comprised in C.S. Dag No. 925, corresponding to R.S. Dag No. 928 lying and situated at Mouza RAIGACHI, J.L. No.12, , recorded under C.S. Khatian No. 108, under P.S. Rajarhat, District 24-Parganas ;
- D. By a Bengali Indenture of Conveyance dated the 21st day of September, 1988, the said (1) **Ajbahar Molla** son of Late Helaluddin Molla (2) **Motihar Rahaman Molla** son of Late Mujibar Molla (3) **Joynur Begam @ Bibi** wife of Late Mujibar Molla, (4) **Rijia Khatun** wife of Sk. Mohammad and daughter of Late Mujibar Molla, sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 6.2666 (Six point two triple six) decimal, more or less, out of their share of land comprised in C.S. Dag No. 925 (by error typed as C.S. Dag No.25), corresponding to R.S. Dag No. 928, (Total Area in Dag- 47 Decimal), lying and situated at Mouza RAIGACHI, J.L. No. 12, recorded under C.S. Khatian No. 108, under P.S. Rajarhat, District 24-Parganas, unto and in favour of (1) **Abdul Latif Molla**, (2) **Abdul Malek Molla** both sons of Late Habul Molla, (3) **Ajijar Rahman** and (4) **Kader Ali** both sons of Late Mohar Ali Molla and (5) **Mst. Amena Khatun** wife of Late **Kachimaddin Molla** therein called the "**Purchaser**" of the Second Part, registered at the office of the Sub-Registry Office Cossipore Dum Dum, Recorded in Book No. I, Pages from 199 to 206 Being No. 8060, for the year 1988, absolutely and forever ;
- E. After the aforesaid gift and sale, the then heirs of Habul Molla, amicably adjusted and settled among themselves the entire piece and parcel of land measuring 47 (Forty Seven) Decimal, more or less, comprised in C.S. Dag No. 925, corresponding to R.S. Dag No. 928, lying and situated at Mouza RAIGACHI, J.L. No.12, recorded under C.S. Khatian No. 108, corresponding to R.S. Khatian No. 135, under P.S. Rajarhat, District North 24-Parganas, which reflects in Records of Rights vide K.B. Khatian No. 77. The Vendor herein accept and confirm all the aforesaid adjustment and settlement, made by their ancestors, in respect of the aforesaid Property ;
- F. Thus, by virtue of the aforesaid, the said **Abdul Latif Molla** became owner of **ALL THAT** piece or parcel of land measuring 9.4 (Nine point Four) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in C.S. Dag No. 925, corresponding to R.S. Dag No. 928, recorded under K.B. Khatian 77, corresponding L.R. Khatian No. 1240, under P.S. Rajarhat, District North 24-Parganas;

- G. On 29th April, 1996, the said **Abdul Latif Molla** died intestate leaving behind his wife (1) **Saharbanu Bibi**, his two sons (2) **Abdul Ahad Molla**, (3) **Karim Ali Molla**, and four daughters (4) **Rahila Bibi**, (5) **Shakila Bibi**, (6) **Kariman Bibi** and (7) **Rohimon Bibi**, as his only legal heirs towards the estates left by him, including his share in R.S. Dag No. 928, at Mouza RAIGACHI, J.L. No. 12, recorded under K.B. Khatian 77, corresponding to L.R. Khatian 1240, under P.S. Rajarhat, District North 24-Parganas ;
- H. Thus, **Rohimon Bibi**, the Vendor herein, acquired good title, full power and absolute authority in the **ALL THAT** piece and parcel of land admeasuring an area of 1.03 (One point Zero Three) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No. 12, comprised in R.S./L.R. Dag No.928, recorded under R.S. Khatian No. 135, corresponding to K.B. Khatian 77, then corresponding to L.R. Khatian 1240, under Rajarhat Bishnupur No.1 Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, hereafter called "the **SAID PROPERTY**", specifically and particularly mentioned in the Schedule, written hereunder.
- I. The Vendor due to paucity of funds and inability to administer and maintain the Said Property, has offered to sell the entirety of the Said Property and the Purchaser herein agreed to purchase the same at and for a Total Consideration of Rs.5,00,000/- (Rupees Five Lac) only according to prevailing market price in the locality and the same has been found fair and reasonable, the Vendor has agreed to sell and transfer the Said Property to the Purchaser.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of agreements and in consolidated consideration of the sum of Rs.5,00,000/- (Rupees Five Lac) only duly paid by the Purchaser to the Vendor only at or before the execution of this instruments (the receipt whereof the Vendor doth 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 Purchaser **ALL THAT** piece and parcel of land admeasuring an area of 1.03 (One Point Zero Three) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in R.S./L.R. Dag No.928, recorded under R.S. Khatian No. 135, corresponding to K.B. Khatian 77, then corresponding to L.R. Khatian 1240, under Rajarhat Bishnupur No.1 Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, specifically

mentioned in the Schedule written hereunder 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, 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, lispendends, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

2. **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 Purchaser 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, lispence 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 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 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 Vendornor any such notice has been published; and
- VIII) **THAT** the Vendor has 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, lispense 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; and
- XI) **THAT** simultaneously with the execution of this deed of conveyance, the vendor has delivered peaceful and 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 declares that the Said Property is free from all sorts of encumbrances whatsoever 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' name in the Record of Rights, as well as in the records of local authority;
- XIV) **THAT** simultaneously with the execution of this deed, the Vendor has handed over all documents of title relating to the Said Property, unto the Purchaser.
- XV) **THAT** the Vendor hereby relinquishes all her right, title, interest and claim of whatsoever nature in any part or portion of the land comprised in R.S. Dag No.928, situated in Mouza Raigachi, J.L. No.12, P.S. Rajarhat, District North 24 Parganas in favour of the

Purchaser and further the Vendor hereby declares, affirms and assures that after execution of this deed the Vendor has no claim, right, title, interest of whatsoever nature in any part or portion of the land comprised in R.S. Dag No. 928, Mouza Raigachi, J.L. No.12, P.S. Rajarhat, District North 24 Parganas.

THE SCHEDULE

(the Said Property)

ALL THAT piece and parcel of land measuring an area of total 1.03 (One point Zero Three) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in R.S./L.R. Dag No. 928, recorded under R.S. Khatian No. 135, corresponding to K.B. Khatian 77, then corresponding to L.R. Khatian 1240, under Rajarhat Bishnupur No.1 Gram Panchayat, P.S. Rajarhat, District North 24-Parganas **TOGETHER WITH** all sorts of rights, easements, privileges and appurtenances whatsoever belonging to or enjoyed therewith and appurtenant thereto.

IN WITNESS WHEREOF the **VENDOR** sets and subscribed her respective hands and seal on the day month and year, first above written.

SIGNED SEALED AND DELIVERED

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

Abdus Sattar, Garzi
Lanthari Garzi parbe
Rajarhat.

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১৩২৩ ২৪ ১৩৬০

Sriya Dey
Advocate



Rohimon Bibi

L T I OF
by the pen of
Abdus Sattar Garzi

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

Abdus Sattar Garzi

Kaifas Moneel
Authorised Signatory
of Excell Sales Pvt. Ltd
and, Harappa Nirman Pvt. Ltd

RECEIVED from the within named Purchaser
the within mentioned sum towards full and
final Payment of the Total Consideration of
the Said Property.....

Rs.5,00,000/-

(Rupees Five Lac Only).

MEMO OF CONSIDERATION

Date	Amount (Rs.)	Cheque No.	Bank/Branch	Issued In favour of
22.09.2014	2,50,000/-	343076	Indian Overseas Bank, Baguiati Br.	Rohimon Bibi
22.09.2014	2,50,000/-	343077	Indian Overseas Bank, Baguiati Br.	Rohimon Bibi
Total:	5,00,000/-	Rupees Five Lac Only .		

Witnesses:




Abdus Sattar Gazi



LTI OF Rohimon Bibi
by the pen of
Abdus Sattar Gazi

عبد ستر گازی

FORM FOR TEN FINGERPRINTS


1						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
2						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
	<p>LTI OFK Rohimom Bibi by the pen of Abolers Sattar Gani</p>					
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 11623 / 2014, Deed No. (Book - I , 10614/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Kailash Agarwal D C - 9/28, Shastri Bagan, D. B. Nagar,, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059	 22/09/2014	 LTI 22/09/2014	<i>Kailash Agarwal</i> 22/9/2014

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Rohimon Bibi Address -Gazi Para, Lauhati, Kolkata, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 22/09/2014	 LTI 22/09/2014	<i>LT OF Rohimon Bibi by the pen of Abdus Sattar Gazi</i>
2	Kailash Agarwal Address -D C - 9/28, Shastri Bagan, D. B. Nagar,, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059	Self	 22/09/2014	 LTI 22/09/2014	<i>Kailash Agarwal</i>

Name of Identifier of above Person(s)

A. S. Gazi
Lauhati, Gazi Para, Thana:-Rajarhat, District:-North
24-Parganas, WEST BENGAL, India

Signature of Identifier with Date

Abdus Sattar Gazi
22/9/14



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

Endorsement For Deed Number : I - 10614 of 2014
(Serial No. 11623 of 2014 and Query No. 1523L000020644 of 2014)

On 22/09/2014

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.

Payment of Fees:

Amount By Cash

Rs. 5503.00/-, on 22/09/2014

(Under Article : A(1) = 5489/- ,E = 14/- on 22/09/2014)

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.-5,00,000/-

Certified that the required stamp duty of this document is Rs.- 25020 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 25000/- is paid , by the draft number 313354, Draft Date 22/09/2014, Bank :
State Bank of India, TEGHORIA RAGHUNATHPUR, received on 22/09/2014

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

Presented for registration at 13.58 hrs on :22/09/2014, at the Office of the A.D.S.R. RAJARHAT by
Kailash Agarwal ,Claimant.

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

Execution is admitted on 22/09/2014 by

1. Rohimon Bibi Alias Rohiman Bibi, wife of Lt. Alauddin Gazi , Gazi Para, Lauhati, Kolkata,
Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim,
By Profession : Others
2. Kailash Agarwal
Authorised Signatory, Excel Sales Pvt. Ltd., V I P Enclave, Block - A, Flat No. - 104, V I P Road,
Raghunathpur, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Harappa Nirman Pvt. Ltd., D C - 9/28, Shastri Bagan, D. B Nagar, Kolkata,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.
, By Profession : Business

Identified By A. S. Gazi, son of Lt. A. Gazi, Lauhati, Gazi Para, Thana:-Rajarhat, District:-North
24-Parganas, WEST BENGAL, India, By Caste: Muslim, By Profession: Business.

22 SEP 2014

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
(Debasish Dhar)

Additional District Sub-Registrar

EndorsementPage 1 of 2

22/09/2014 14:47:00




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

Endorsement For Deed Number : I - 10614 of 2014
(Serial No. 11623 of 2014 and Query No. 1523L000020644 of 2014)

(Debasish Dhar)
Additional District Sub-Registrar




22 SEP 2014


Additional District Sub-Registrar
Rajarhat, New Town, North 24-Parganas
(Debasish Dhar)
Additional District Sub-Registrar

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 17
Page from 4232 to 4246
being No 10614 for the year 2014.




(Debasish Dhar) 22-September-2014
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal