

11107

1-10365/2013



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 230676

23.8.13  
3.72

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

NS/50

  
 Additional District Sub-Registrar  
 Calcutta, New Town, North 24-Parganas

27 AUG 2013

**THIS INDENTURE** made this the 22nd day of August, 2013  
**BETWEEN AMENA KHATUN** alias Amena Bibi, wife of Late Kachimuddin Molla,  
 by Faith Muslim, by Occupation Housewife, residing at Village Raigachi,

102091

05 JAN 2013

No. \_\_\_\_\_  
 Sold to \_\_\_\_\_  
 Address \_\_\_\_\_  
 Rs. 700/-  
**A. BANERJEE**  
**I. S. VENDOR (O.S.)**  
**HIGH COURT, KOLKATA-700001**



*Handwritten signature*



-7041

Capricon Enclave Pvt. Ltd.

*Handwritten signature*

Authorised Signatory / Director



-742

Additional District Sub-Registrar  
Market, New Town, North 24-Parganas

23 AUG 2013

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*Handwritten notes in Bengali script*



Paschim Para, Chotopol, P.O. & P.S. Rajarhat, District North 24 Parganas, Kolkata 700 135, 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 heirs, successors-in-interest, trustees, executors, administrators, legal representatives and/or assigns] of the **ONE PART AND CAPRICON ENCLAVE PRIVATE LIMITED**, a Company, incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, hereinafter referred to 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, 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. By a Heba, in bengali vernacular, dated the 28th day of February, 1973, said **KACHIMUDDIN 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 9.40 (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 R.S. Khatian No.135, under P.S. Rajarhat, District 24-Parganas, unto and in favour of his only wife **(Mst.) AMENA KHATUN** alias Amena Bibi, therein called as "Grahita" (Donee), and duly registered with the Sub Registry Office, Cossipur, Dum-Dum, recorded in Book No. I, Being No.1532 for the year 1973, although by virtue of the aforesaid Heba Bil Awaznama, Kachimuddin Molla was owning only 7.8333 (Seven point eight three three three) Decimal of land in the aforesaid dag ;

- D. The said **Mujibar Molla** died intestate leaving behind his wife (1) **Joynur Begam @ Biwi**, his son (2) **Mothihar 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 R.S. Khatian No.135, under P.S. Rajarhat, District 24-Parganas.
- E. By a Bengali Indenture of Conveyance dated the 21st day of September, 1988, registered at the office of the Sub -Registration Office Cossipore Dum Dum, Recorded in Book No. I, Pages from 199 to 206 Being No. 8060 for the year 1988, the said (1) **Ajbahar Molla** son of Late Helaluddin Molla (2) **Motihar 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 R.S. Khatian No.135, 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 "**Purchasers**" of the Second Part, absolutely and forever;
- F. After the aforesaid gift and sale, the said **AMENA KHATUN**, amicably settled and adjusted with other heirs of Habul Molla, 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 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. Thus, the said **AMENA KHATUN**, the



Vendor herein, after said amicable adjustment and settlement, became owner of **ALL THAT** piece and parcel of land measuring 9.4 (Nine point Four) Decimal, more or less, out of the aforesaid 47 (Forty Seven) Decimal of land, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in R.S. Dag No.928, recorded under K.B. Khatian No.77, corresponding to L.R. Khatian No.181, under P.S. Rajarhat, District North 24-Parganas, free from all encumbrances, absolutely and forever. The Vendor herein accepts and confirms the aforesaid amicable adjustment and settlement, in respect of the aforesaid property.

- G. Thereafter, out of the aforesaid land, said **AMENA KHATUN**, the Vendor herein, already sold and transferred 9 (Nine) decimal of land and presently is well seized and possessed and sufficiently entitled to remaining **ALL THAT** piece and parcel of land measuring 0.4 (Point Four) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in R.S. Dag No.928, recorded under K.B. Khatian No.77, corresponding to L.R. Khatian No.181, under P.S. Rajarhat, District North 24-Parganas, hereinafter called "the **SAID PROPERTY**", more fully described in the **SCHEDULE** hereunder written;
- H. Thus, **AMENA KHATUN**, the Vendor herein, acquire good title, full power and absolute authority in the Said Property, free from all encumbrances, absolutely and forever;
- I. The Vendor due to paucity of funds and inability to administer and maintain the Said Property, have 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.1,40,000/- (Rupees One Lac Forty Thousand 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.1,40,000/- (Rupees One Lac And Forty Thousand only), duly paid by the Purchaser to the Vendor only 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 do hereby grant sell convey transfer assign



and assure unto the Purchaser **ALL THAT** piece and parcel of land measuring 0.4 (point Four) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in R.S. Dag No. 928, recorded under K.B. Khatian No.77, corresponding to L.R. Khatian No.181, within the limit of Rajarhat Bishnupur No.1 Gram Panchayat, under P.S. Rajarhat, District North 24-Parganas, 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, lispendends, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

2. **THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER:**

- 1) **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 Vendor nor any such notice has been published;

- 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, lispandise 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 do hereby declare 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's 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 relinquish all their right, title, interest and claim of whatsoever nature in the land comprised in any part or portion of the 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 declare, affirm and assure that after execution of this deed the Vendor have 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 0.4 (point Four) Decimal, more or less, recorded as SALI land, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in R.S. Dag No.928, recorded under K.B. Khatian No.77, corresponding to L.R. Khatian No.181, within the limit of Rajarhat Bishnupur No.1 Gram Panchayat, under 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** set and subscribed her 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:

1. *[Handwritten signatures]*

2. *[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

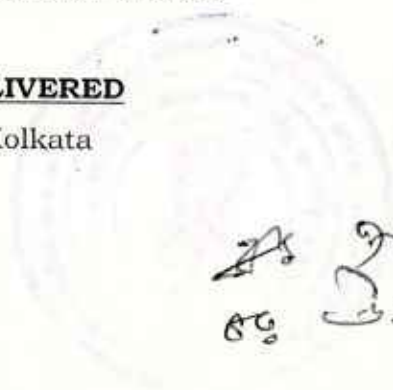
*[Handwritten signature]*

Drafted by me

K. C. Kamraker

Advocate

High Court, Calcutta.



*[Handwritten signatures]*

*[Handwritten signature]*

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



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

Rs.1,40,000/-

(Rupees One Lac And Forty Thousand only)

**MEMO OF CONSIDERATION**

(At the request of the Vendor, cheque has been issued in the following manner, for and on behalf of the Vender herein.)

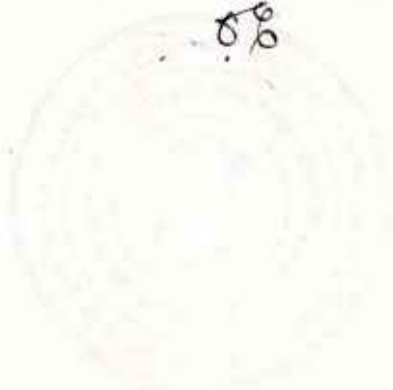
Date	Amount (Rs.)	
22.08.2013	1,40,000/-	<b>PAID IN CASH to <u>Amena Khatun</u></b>
<b>Total:</b>	<b>1,40,000/-</b>	<b>Rupees One Lac And Forty Thousand only.</b>

**Witnesses:**

1. *[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
 28 August 2013

2. *[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
 28 August 2013

*[Handwritten signature]*



*[Handwritten signature]*

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



# FORM FOR TEN FINGERPRINTS

<b>1</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>
<b>2</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
						
	<i>Kanishk Kumar</i>	<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>

Fingerprint of the person is to be taken in the following order





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

Endorsement For Deed Number : I - 10365 of 2013  
(Serial No. 11107 of 2013 and Query No. 1523L000018472 of 2013)

**On 23/08/2013**

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

Presented for registration at 15.30 hrs on :23/08/2013, at the Private residence by Kailash Agarwal ,Claimant.

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

Execution is admitted on 23/08/2013 by

1. Amena Khatun Alias Amena Bibi, wife of Lt. Kachimuddin Molla , Raigachi, Paschim Para, Chotopol, Kolkata, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : House wife

2. Kailash Agarwal  
Authorised Signatory, Capricon Enclave Pvt. Ltd., D C -9/28, Shastri Bagan, D. B. Nagar, Shastri Bagan Deshbandhunagar, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.  
, By Profession : Business

Identified By Usman Ali, son of Kachimuddin Molla, Raigachi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Others.

( Debasish Dhar )  
Additional District Sub-Registrar

**On 26/08/2013**

**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.-1,40,000/-

Certified that the required stamp duty of this document is Rs.- 7020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

( Debasish Dhar )  
Additional District Sub-Registrar

**On 27/08/2013**


**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. 1543.00/-, on 27/08/2013

  
Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Parganas

27 AUG 2013

( Debasish Dhar )  
Additional District Sub-Registrar

27/08/2013 13:16:00

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 10365 of 2013  
(Serial No. 11107 of 2013 and Query No. 1523L000018472 of 2013)

( Under Article : A(1) = 1529/- ,E = 14/- on 27/08/2013 )


**Deficit stamp duty**

Deficit stamp duty Rs. 7000/- is paid , by the draft number 939865, Draft Date 22/08/2013, Bank : State Bank of India, BAGUIATI, received on 27/08/2013

( Debasish Dhar )  
Additional District Sub-Registrar



27 AUG 2013

  
Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Parganas

( Debasish Dhar )  
Additional District Sub-Registrar  
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 15  
Page from 7372 to 7385  
being No 10365 for the year 2013.



X  
(Debasish Dhar) 27-August-2013  
Additional District Sub-Registrar  
Office of the A.D.S.R. RAJARHAT  
West Bengal