

01158

01119/2012



Handwritten notes in green ink: 'Sabinah' and 'P.S.' with a checkmark.

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 245930

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



Signature of Sub-Registrar, Rajarhat, North 24 Parganas.

19 DEC 2012

**THIS INDENTURE** made this the 18th day of December, 2012 **BETWEEN SABINA YASMIN RAHAMAN**, wife of Md. Sofiar Rahaman, residing at Village Raigachi, West para, P.O. and P.S. Rajarhat, District

18 DEC 2012

104018

Sold to.....  
of.....  
Rs 100/- (Rupees One Hundred Only)  
LICENSED STAMP VENDOR  
A. K. MUKHERJEE  
9, India Exchange Place,  
(BASEMENT)

R. K. KHANDELWAL & CO.  
6, C/O Post Offices Street  
Kolkata-700001

Date \_\_\_\_\_ Non \_\_\_\_\_

27 NOV 2012

Sabina Jasmin Rahaman



643

Sabina Jasmin Rahaman



md Sabir Rahaman

S/o Sulfer Rahaman

Raigachi West

Rajshahi

Kal - 700135.

District Sub-Registrar  
North 24 Parganas

18 DEC 2012



North 24 Parganas, Pin 700 135, hereinafter referred to and called 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 execution of a Deed of Partition dated 29.03.1989 registered at the Office of the Additional District Sub-Registrar, at Bidhan Nagar, Salt Lake City and recorded in Book No. I, Volume No. 55, Pages 365 to 376, Being No. 2612 for the year 1989, made between **GOLAM KASEM** as the **First Party** therein, (1) **NAJARUL ISLAM**, and (2) **MAJARUL ISLAM** as the **Second Party** therein, and (1) **SAHIDUL ISLAM and five others** as the **Third Party** therein, to ascertain and identify their respective share of land at Mouza RAIGACHI, Police Station Rajarhat, comprised in R. S. Dag No. 923, R. S. Khatian No. 296, in the District North 24-Parganas, together with other landed property in several Dag numbers in several Mouza, partitioned their joint property inherited by them, detailed therein;
- B. By virtue of the aforesaid Deed of Partition Being No. 2612 for the year 1989, **GOLAM KASHEM** became the owner of 20 (twenty) Decimals of land, at Mouza-RAIGACHI, Police Station- Rajarhat, R. S. Dag No. 923, R.S. Khatian No. 296, alongwith other properties and duly recorded his name in the L. R. Settlement being L. R. Khatian No. 397;
- C. In the span of time, said Golam Kashem, a mohammedan died intestate on 2nd February 2001, leaving him surviving his sole widow namely (1) **Rokia Bibi**, four sons namely, (2) **Sk. Nurul Amine**, (3) **Sk. Golam Faruk**, (4) **Sk. Nazrul Huda** (alias Nurul Huda), and (5) **Sk. Ashraful Hassain**, and three daughters, namely (6) **Rabeya Khatun**,



(7) **Sahara Yesmin**, and (8) **Firdousi Ara Yesmin**, as his only heirs, heiresses and legal representatives, who all upon his death inherited and became the owners / rayats of the said 20 satak of land comprised in the said Mouza-RAIGACHI, R. S./ L.R. Dag No. 923, absolutely and forever ;

- D. In the events aforesaid, the said (1) **Rokia Bibi**, (2) **Sk. Ashraful Hassain**, (3) **Rabeya Khatun**, and (4) **Firdousi Ara Yesmin**, became owner of **ALL THAT** piece or parcel of land admeasuring 8.86 (Eight point eight six) decimal, more or less, comprised in R.S. / L.R. Dag No. 923 (out of total area of 40 satak comprised in the said dag), at Mouza-RAIGACHI, J.L. No.12, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, P.S. Rajarhat, District North 24 Parganas, absolutely and forever;
- E. By a Deed of Conveyance in bengali vernacular, dated 28th February 2011, and registered with District Sub-Registrar-II, Barasat, North 24 Parganas, recorded in Book No.I, CD Volume No.9, Pages from 3653 to 3668, Being No. 2801 for the year 2011, the said (1) **Rokia Bibi**, (2) **Sk. Ashraful Hassain**, (3) **Rabeya Khatun**, and (4) **Firdousi Ara Yesmin**, granted, sold, conveyed and transferred entirety of their share inherited, i.e. **ALL THAT** piece or parcel of land admeasuring 8.86 (Eight point eight six) decimal; more or less, comprised in R.S. / L.R. Dag No. 923 (out of total area of 40 satak comprised in the said dag), at Mouza-RAIGACHI, J.L. No.12, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, P.S. Rajarhat, District North 24 Parganas, unto **SABINA YASMIN RAHAMAN**, the Vendor herein, for the consideration therein mentioned, absolutely and forever;
- F. Thus, the said **SABINA YASMIN RAHAMAN**, the Vendor herein, well seized and possessed of and sufficiently entitled to the aforesaid land, free from all encumbrances;
- G. The Vendor due to paucity of funds and inability to administer and maintain the aforesaid land, have offered to sell her 1/3rd (One Third) share in the aforesaid land, i.e. **ALL THAT** piece or parcel of land admeasuring 2.9534 (Two point Nine Five Three Four) Decimal, more or less, comprised in R.S. / L.R. Dag No. 923 (out of total area of 40 satak comprised in the said Dag), at Mouza-RAIGACHI, J.L. No.12, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, P.S. Rajarhat, District North 24 Parganas, which is more fully



described in the **SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as "the **SAID PROPERTY**" and the Purchaser herein has agreed to purchase the same at and for a Total Consideration of Rs.24,00,000/- (Rupees Twenty Four 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.24,00,000/- (Rupees Twenty Four 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 SALI land measuring 2.9534 (Two point Nine Five Three Four) Decimal, more or less, lying and situate at Mouza RAIGACHI, J.L. No.12, contained in R.S./L.R. Dag No.923, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, within the local jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet, under Police Station 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 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 VENDORS 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 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 Vendor well and sufficiently saved defended kept harmless and other estate rights, title, claim, mortgage, charge, lien, lispendences 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; and
- VIII) **THAT** the Vendor 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 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, 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 premises hereby granted, transferred and conveyed to the Purchaser; and
- XI) **THAT** simultancously with the execution of this deed of conveyance, the vendors have 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 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' 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.

**THE SCHEDULE**

(the Said Property)

**ALL THAT** piece and parcel of SALI land measuring 2.9534 (Two point Nine Five Three Four) Decimal, more or less, lying and situate at Mouza RAIGACHI, J.L. No.12, contained in R.S./L.R. Dag No.923, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, within the local jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet, under Police Station



Rajarhat, District North 24 Parganas **TOGETHER WITH** all sorts of rights, easements, privileges and appurtenances whatsoever belonging to or enjoyed therewith and appurtenant thereto, butted and bounded as follows:

On the North : By land in R.S. Dag No. 923 Part ;  
 On the South : By land in R.S. Dag No. 923 Part ;  
 On the East : By land in R.S. Dag No. 923 Part ;  
 On the West : By land in R.S. Dag No. 918/1534 & 923 Part;

**IN WITNESS WHEREOF** the **VENDOR** set and subscribed their hands on the day month and year above written.

**SIGNED SEALED AND DELIVERED**

by the **VENDOR** at Kolkata

In the presence of:

md saurav Sabina Yasmin Rahman

Raigachi West  
 Rajarhat  
 Kal-2001-35



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

Rs.24,00,000/-

(Rupees Twenty Four Lac) only.

**MEMO OF CONSIDERATION**

Amount (Rs.)	Date	Cheque No.	Bank/Branch	Issued In Favour Of
24,00,000/-	17.12.2012	162390	Indian Overseas Bank, Baguiati, Kolkata	Sabina Yasmin Rahaman
24,00,000/-	Rupees Twenty Four Lac Only.			

Witnesses:

Witnesses:

*md Larahan*

*Sabina Yasmin Rahaman*

VENDOR

Drafted by:

V. Gang.

Adv.  
H.C. Cal.



# FORM FOR TEN FINGERPRINTS

<b>1</b>						
	<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>	
	<i>Syhamno</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
<b>2</b>						
	<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>	
	<i>Sabina Jasmun Rahaman</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>

18 DEC 2015  
 5105 33081



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

Endorsement For Deed Number : I - 01119 of 2012  
(Serial No. 01158 of 2012)

On

Payment of Fees:

On 18/12/2012

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

Presented for registration at 16.45 hrs on :18/12/2012, at the Private residence by Sabina Yasmin Rahaman ,Executant.

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

Execution is admitted on 18/12/2012 by

1. Sabina Yasmin Rahaman, wife of Md Sofiar Rahaman , Raigachi West Para, Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : House wife

Identified By Md S Rahaman, son of L Rahaman, Raigachi, Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Others.

( Debasish Dhar )  
Additional District Sub-Registrar

On 19/12/2012

**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.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 19/12/2012

Amount by Draft

Rs. 26403/- is paid , by the draft number 911070, Draft Date 19/12/2012, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 19/12/2012

( Under Article : A(1) = 26389/- ,E = 14/- on 19/12/2012 )

**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.-24,00,000/-

Certified that the required stamp duty of this document is Rs.- 120020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

19/12/2012 16:33:00

19 DEC 2012

Debasish Dhar

( Debasish Dhar )

Additional District Sub-Registrar

EndorsementPage 1 of 2





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

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**Endorsement For Deed Number : I - 01119 of 2012**  
**(Serial No. 01158 of 2012)**

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Deficit stamp duty Rs. 120000/- is paid, by the draft number 911075, Draft Date 19/12/2012, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 19/12/2012

( Debasish Dhar )  
Additional District Sub-Registrar



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

19/12/2012 16:33:00

19 DEC 2012 EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 2  
Page from 6862 to 6875  
being No 01119 for the year 2012.



X  
(Debasish Dhar) 19-December-2012  
Additional District Sub-Registrar  
Office of the A.D.S.R. RAJARHAT  
West Bengal