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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 664210

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.

12 MAR 2015

THIS INDENTURE made this the 11th day of March, 2015
BETWEEN KHURSHID ALAM, son of Abdul Chattar, residing at Village Noapara, Post Office- Ganga Nagar, Police Station- Barasat, District North

699157

No. Date

Sold to

Address

Rs. P

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



20 OCT 2014

20 OCT 2014



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

12 MAR 2015

Handwritten notes in Bengali script:

- ১০২! কলকাতা-৭০০০০১
- পানার-২০২! কলকাতা-৭০০০০১
- ৩৪৫-২৪২৪৫
- ১০১১-১০১১১
- ২০১১-২০১১১
- ১০১১-১০১১১
- ১০১১-১০১১১
- ১০১১-১০১১১
- ১০১১-১০১১১

24 Parganas, Pin 700 132, 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 his heirs, successors-in-interest, trustees, executors, administrators, legal representatives and/or assigns] of the **ONE PART AND MORNING TOWERS PRIVATE LIMITED**, (PAN No. AAFCM1464N), a Company, incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, represented by its Authorised Signatory (SRI) SUNIL KUMAR LOHARUKA, son of Late Ram Bhagat Loharuka, residing at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station- Baguiati, PIN- 700 059, West Bengal, by faith-Hindu, by Nationality- Indian, 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:**

W H E R E A S:

- 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 (1) Rokia Bibi alias Rokia Khatun, and four sons (2) Sk. Nurul Amine, (3) Sk. Golam Faruk, (4) Sk. Nurul Huda, and (5) Sk. Ashraful Hassain, and three daughters, (6) Rabeya Khatun, (7) Sahara Yesmin alias Sahara Bibi, and (8) Firdousi Ara Yesmin, as his only legal heirs, who all upon his death inherited and became the owners of the said 20 (Twenty) Decimal of land comprised in the said Mouza-RAIGACHI, R.S./ L.R. Dag No. 923, absolutely and forever ;
- D. By a Deed of Conveyance in bengali vernacular, dated 16th November 2009, and registered with Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, CD Volume No.10, Pages from 13762 to 13772, Being No. 10211 for the year 2009, the said (1) Sk. Nurul Huda, and (2) Sahara Yesmin alias Sahara Bibi, granted, sold, conveyed and transferred entirety of there share inherited, i.e. **ALL THAT** piece or parcel of land admeasuring 4.77 (Four point Seven Seven) 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 KHURSHID ALAM, the Vendor herein, for the consideration therein mentioned, absolutely and forever;
- E. In the events aforesaid, the said KHURSHID ALAM, the Vendor herein, became sole and absolute owner of **ALL THAT** piece or parcel of land admeasuring 4.77 (Four point Seven Seven) Decimal, more or less, comprised in R.S./ L.R. Dag No. 923, at Mouza-RAIGACHI, J.L. No.12, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, within the local jurisdiction of Rajarhat Bishnupur No.1 Gram Panchayat, under P.S. Rajarhat, District North 24 Parganas, hereinafter referred to as "the **SAID PROPERTY**", free from all encumbrances ;
- F. The Vendor due to paucity of funds and inability to administer and maintain the aforesaid land, has offered to sell and transfer his entire right, title and interest in the Said Property and the Purchaser herein has agreed to purchase the same at and for a Total Consideration of Rs.27,00,000/- (Rupees Twenty Seven 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.27,00,000/- (Rupees Twenty Seven 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 or parcel of land admeasuring 4.77 (Four point Seven Seven) Decimal, more or less, comprised in R.S./ L.R. Dag No. 923, at Mouza- RAIGACHI, J.L. No.12, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, within the local jurisdiction of Rajarhat Bishnupur No.1 Gram Panchayat, under 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, 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, lispensense 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 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 admeasuring 4.77 (Four point Seven Seven) Decimal, more or less, comprised in R.S./ L.R. Dag No. 923, at Mouza-RAIGACHI, J.L. No.12, recorded in R.S. Khatian No. 296, corresponding to L.R. Khatian 397, within the local jurisdiction 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, 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. 928 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 Part ;

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

SIGNED SEALED AND DELIVERED

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

Handwritten text in Bengali script, likely a signature or name.

Khurshid Alam,

Handwritten text in Bengali script, including the number 135.



Drafted by
Sriya Dey
Advocate, High Court, Calcutta

RECEIPT & MEMO OF CONSIDERATION

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

Amount (Rs.)	Date	Cheque No.	Bank/Branch	Issued In Favour Of
9,00,000/-	11.03.2015	672228	Indian Overseas Bank, Baguiati, Kolkata	Khurshid Alam
9,00,000/-	11.03.2015	672229	Indian Overseas Bank, Baguiati, Kolkata	Khurshid Alam
9,00,000/-	11.03.2015	672230	Indian Overseas Bank, Baguiati, Kolkata	Khurshid Alam
27,00,000/-	Rupees Twenty Seven Lac Only.			

Witnesses:

W2: *Amal Kumar*


















Sanam



Khurshid Alam

VENDOR

FORM FOR TEN FINGERPRINTS

1						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
	<i>Khawshid Abm</i>					
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
2						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
	<i>Syhamud</i>					
		Thumb	Fore	Middle (Right Hand)	Ring (Right 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. 03274 / 2015

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Khurshid Alam Noapara, Kolkata, Thana: Barasat, P.O. Ganga Nagar, District: North 24-Parganas, WEST BENGAL, India, Pin 700132	 12/03/2015	 LTI 12/03/2015	Khurshid Alam. 12/3/15.

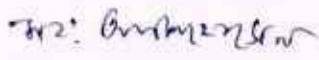
Signature of the person(s) admitting the Execution at Office.

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Khurshid Alam Address -Noapara, Kolkata, Thana:-Barasat, P.O. :-Ganga Nagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700132	Self	 12/03/2015	 LTI 12/03/2015	Khurshid Alam.

Name of Identifier of above Person(s)

Alli Hossain
Basti, Thana: Barasat, District: North 24-Parganas,
WEST BENGAL, India, Pin :-700135

Signature of Identifier with Date


12-3-15





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

Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT



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

Endorsement For Deed Number : I - 03043 of 2015
(Serial No. 03274 of 2015 and Query No. 1523L000005872 of 2015)

On 12/03/2015

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, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 29703/- is paid , by the draft number 314341, Draft Date 11/03/2015, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 12/03/2015

(Under Article : A(1) = 29689/- ,E = 14/- on 12/03/2015)

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.-27,00,000/-

Certified that the required stamp duty of this document is Rs.- 135020 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 135000/- is paid , by the draft number 314343, Draft Date 11/03/2015, Bank : State Bank of India, TEGHORIA RAGHUNATHPUR, received on 12/03/2015

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

Presented for registration at 11.07 hrs on :12/03/2015, at the Office of the A.D.S.R. RAJARHAT by Khurshid Alam ,Executant.

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

Execution is admitted on 12/03/2015 by

1. Khurshid Alam, son of Abdul Chattar , Noapara, Kolkata, Thana:-Barasat, P.O. :-Ganga Nagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700132, By Caste Muslim, By Profession : Others

Identified By Md Ali Hossain, son of Md Ismail, Rajbati, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste: Muslim, By Profession: Business.

(Debasish Dhar)
Additional District Sub-Registrar

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

12 MAR 2015


12/03/2015 11:50:00

EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 4578 to 4591
being No 03043 for the year 2015.




(Debasish Dhar) 12-March-2015
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal