

AMIN II

Additional District Sun-Regulation

U3 JUL 2014

THIS INDENTURE made this the day of July, 2014

BETWEEN KHADEJA BIBI, wife of Jalaluddin Mondal, residing at Gram & P.O.

Chuni, P.S. Rajarhat, District North 24 Parganas, hereinafter referred to as the

NAME

NAME

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"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 AJNA COMMERCIAL 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, (1) LAL BABU MIDDA, and (2) SHYAM

 BABU MIDDA, both son of Late Nuruddin Midda were well seized and possessed of and/or otherwise well and sufficiently entitled to ALL

 THAT piece or parcel of plot of land admeasuring an area of total 38 (Thirty Eight) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No. 12, comprised in R.S. Dag No. 919, under R.S. Khatian No. 93, Police Station Rajarhat, District of North 24-Parganas, free from all encumbrances;
- B. The said LAL BABU MIDDA died intestate leaving behind his only wife

 (1) SOHANUR BIBI, three sons namely (2) KASEM ALI MIDDA, (3)

 AJGAR ALI MIDDA, (4) HASEM ALI MIDDA, and three daughters namely (5) ANOYARA BIBI, (6) KHADEJA BIBI, and (7) SAHIDA BIBI, as only legal heirs and successors to the estates left by the deceased including his 50% demarcated entitlement in the aforesaid land, i.e. ALL THAT piece or parcel of land measuring 19 (Nineteen) Decimals, more or less, contained in R.S./L.R. Dag No. 919, recorded in R.S. Khatian No. 93, Mouza RAIGACHI, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas;
- C. Thus, by virtue of the aforesaid inheritance, all the legal heirs of deceased <u>Lal Babu Midda</u> recorded their name in in Record of Rights under L.R. settlement, having following Khatian numbers: (1) <u>SOHANUR BIBI</u> (L.R. Khatian No. 1504/1), (2) <u>KASEM ALI MIDDA</u> (L.R. Khatian No. 385/1), (3) <u>AJGAR ALI MIDDA</u> (L.R. Khatian No. 57/1), (4) <u>HASEM</u>

ALI MIDDA (L.R. Khatian No. 1576/1), (5) **ANOYARA BIBI** (L.R. Khatian No. 112/1), (6) **KHADEJA BIBI** (L.R. Khatian No. 453/1), and (7) **SAHIDA BIBI** (L.R. Khatian No. 1428/1);

- D. Thus, the said (1) ANOYARA BIBI, (2) KHADEJA BIBI, and (3) SAHIDA BIBI, became sole and absolute owner of ALL THAT piece or parcel of land measuring 5.5416 (Five point Five Four One Six) Decimal, more or less, out of 19 decimal, at Mouza Raigachi, comprised in R.S./L.R. Dag No. 919, recorded in R.S. Khatian No. 93, corresponding to L.R. Khatian No. 112/1, 453/1, 1428/1, Mouza RAIGACHI, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas;
- E. By virtue of a Sale Deed dated 22.06.2000, said (1) ANOYARA BIBI, (2) KHADEJA BIBI, and (3) SAHIDA BIBI, out of the aforesaid ownership of land measuring 5.5416 (Five point Five Four One Six) Decimal, more or less, sold, conveyed and transferred ALL THAT piece and parcel of land admeasuring 5 (Five) Decimal, more or less, at Mouza Raigachi, comprised in R.S./L.R. Dag No. 919 to one Jahangir Ahmed, registered at ADSR, Bidhannagar, (Salt Lake), Being No.4291 for the Year 2001;
- F. Thus, the said **KHADEJA BIBI**, the Vendor herein, is sole and absolute owner of **ALL THAT** piece or parcel of land measuring 0.18054 (Zero point One Eight Zero Five Four) Decimal, more or less, out of 19 decimal, contained in R.S./L.R. Dag No. 919, recorded in R.S. Khatian No. 93, corresponding to L.R. Khatian No. 1504/1, 57/1, 112/1, 453/1, 1428/1, Mouza RAIGACHI, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas, hereafter called the **SAID PROPERTY**, free from all sort of encumbrances, liens, charges, mortgages, attachments thereto and thus acquired good title, full power and absolute authority of the Said Property;
- G. The Vendor due to paucity of funds and inability to administer and maintain the Said Property, more fully mentioned in the Schedule written, has offered to sell the entirety of the Said Property and the Purchaser herein has agreed to purchase the same at and for a Total Consideration of Rs.2,00,000/- (Rupees Two Lac) only according to prevailing market price in the locality and the same has been found fair and reasonable, the Vendor have 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.2,00,000/- (Rupees Two 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 measuring 0.18054 (Zero point One Eight Zero Five Four) Decimal, more or less, out of 19 decimal, contained in R.S./L.R. Dag No. 919, recorded in R.S. Khatian No. 93, corresponding to L.R. Khatian No. 1504/1, 57/1, 112/1, 453/1, 1428/1, Mouza RAIGACHI, J.L. No. 12, within the local jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet, Police Station Rajarhat, District North 24 Parganas, more fully and particularly described in the Schedule hereunder written 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, lispendens, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER:

- 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 are 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 have 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 has undisputed and all manner of rights through or over the Said Property and all other rights of easements at law and in equity; and
- 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** 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;

THE SCHEDULE

(the Said Property)

ALL THAT piece or parcel of undivided land measuring 0.18054 (Zero point One Eight Zero Five Four) Decimal, more or less, out of 19 decimal, contained in R.S./L.R. Dag No. 919, recorded in R.S. Khatian No. 93, corresponding to L.R. Khatian No. 1504/1 (Sohanur Bibi), 57/1 (Aajgar Ali Midda), 112/1 (Anoara Bibi), 453/1 (Khodeja Bibi), 1428/1 (Sahida Bibi), Mouza RAIGACHI, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas, 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. Total 19 decimal land is butted and bounded as follows:

ON THE NORTH: By land in R.S. Dag No. 920;
ON THE SOUTH: By land in R.S. Dag No. 923;
ON THE EAST: By land in R.S. Dag No. 919;
ON THE WEST: By land in R.S. Dag No. 919;

IN WITNESS WHEREOF the **VENDOR** set and subscribed her hand and seal on the day month and year above written.

SIGNED SEALED AND DELIVERED

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

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Asger He Middye vi- Raigachi POFPS Rayerhote 24 Parque (v) Read over and explained by me to the Vendor who has executed the document after fully understanding the purport meaning and contents thereof.

Asgur Ac Hirldye

Drafted by one under instruction of Partie I. Majunder Advocate H.C. Calcutto. **RECEIVED** from the within named Purchaser the within mentioned sum towards full and final Payment of the Total Consideration of the Said Property.....

Rs.2,00,000/-

(Rupees Two Lac) only.

MEMO OF CONSIDERATION

Date	Amount (Rs.)	Mode Of Payment	
02.07.2014	2,00,000/-	CASH paid to ANOYARA BIBI	
Total:	2,00,000/-	Rupees Two Lac only.	

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Asgar AR. Middy

VENDOR

FORM FOR TEN FINGERPRINTS

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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. 08132 / 2014, Deed No. (Book - I , 07434/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Khadeja Bibi Ghuni, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India,	03/07/2014	LTI 03/07/2014	751764 50182 3/7/14

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

SI No. Admission of Execution By Status Photo Finger Print Signature

1 Khadeja Bibi Address - Ghuni, Thana: - Rajarhat, District: - North 24-Parganas, WEST BENGAL, India,

03/07/2014

Name of Identifier of above Person(s)

Md. Jalal Uddin Ghuni, District:-North 24-Parganas, WEST BENGAL, India, Signature of Identifier with Date

BH: Granan Sing

3/7/2014

LTI

03/07/2014

Additional District Sub-Registres

District Sub-Registres

(Debasish Dhar)

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

03 JUL 2014



Government Of West Bengal Office Of the A.D.S.R. RAJARHAT

District:-North 24-Parganas

Endorsement For Deed Number : I - 07434 of 2014 (Serial No. 08132 of 2014 and Query No. 1523L000014022 of 2014)

On 03/07/2014

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 Draft

Rs. 2250/- is paid, by the draft number 281604, Draft Date 02/07/2014, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 03/07/2014

(Under Article : A(1) = 2189/- ,E = 14/- ,Excess amount = 47/- on 03/07/2014)

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.-2,00,000/-

Certified that the required stamp duty of this document is Rs.- 10020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 9950/- is paid, by the draft number 281605, Draft Date 02/07/2014, Bank: State Bank of India, TEGHORIA RAGHUNATHPUR, received on 03/07/2014

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

Presented for registration at 12.32 hrs on :03/07/2014, at the Office of the A.D.S.R. RAJARHAT by Khadeja Bibi ,Executant.

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

Execution is admitted on 03/07/2014 by

1. Khadeja Bibi, wife of Jalaluddin Mondal , Ghuni, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Others

Identified By Md. Jalal Uddin, son of Niyamat, Ghuni, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

> (Debasish Dhar) Additional District Sub-Registrar

> > Additional District Sub-Registres Calabrid New Your, North Sc Pares

03 JUL 2014

(Debasish Dhar)

Additional District Sub-Registrar

EndorsementPage 1 of 1

03/07/2014 12:52:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 12 Page from 2177 to 2190 being No 07434 for the year 2014.



(Debasish Dhar) 03-July-2014 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal