

र्षेय्यवका पश्चिम बंगाल WEST BENGAL

645583

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this documents are the part of this document

Addl District Sub-Registrs: Bidhannager, (Sah Lake City)

- 8 NOV 2013

THIS INDENTURE made this the 7th day of November, 2012 BETWEEN MD. SAFIYAR RAHAMAN, son of Lutfar Rahaman, residing at Vill.-Raigachi, Paschimpara, P.O. & Police Station- Rajarhat, in the District of

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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 his 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, represented by its Authorised Signatory [Mr.] Sunil Kumar Loharuka, son of Late Ram Bhagat Loharuka, residing at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station- Rajarhat, 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% 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, contained in, District North 24 Parganas;

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C. Thus, by virtue of the aforesaid inheritance, all the legal heirs of the deceased <u>LAL BABU MIDDYA</u>, at the time of L. R. Settlement, recorded their respective share in respect of R.S./L.R. Dag No.919, Mouza Raigachi, in L.R. Records Of Rights, as detailed hereunder:

Legal Heirs of LAL BABU MIDDA	L.R. Khatian	Inherited share in R.S. Dag No.919
(1) SOHNUR BIBI,	1504/1	2.3750 Decimal
(2) KASHEM ALI MIDDA,	385/1	3.6944 Decimal
(3) AJGAR ALI MIDDA,	57/1	3.6944 Decimal
(4) HASEM ALI MIDDA,	1576/1	3.6944 Decimal
(5) ANOYARA BIBI,	112/1	1.8472 Decimal
(6) KHADEJA BIBI,	453/1	1.8472 Decimal
(7) SAHIDA BIBI,	1428/1	1.8472 Decimal

- D. By virtue of a Gift Deed in Bengali vernacular dated 23.04.2007, the said SOHANUR BIBI, out of her love and affection, gifted and transferred ALL THAT piece or parcel of land measuring 1.65 (One point six five) Decimal, more or less, (out of her share of 2.375 decimal in 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, 385/1, 57/1, 1576/1, 112/1, 453/1, 1428/1, Mouza RAIGACHI, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas, unto and in favour of ASGAR ALI MIDDA, which was duly registered with the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. I, CD Volume No. 1, Pages 12575 to 12594, Being No. 00578 for the year 2009, free from all encumbrances and also handed over vacant and peaceful possession of the said land;
- E. By virtue of a Sale Deed in Bengali vernacular dated 01.08.2011, the said

 (1) SOHANUR BIBI, sold and transferred entirety of her remaining unsold share i.e., land measuring 0.725 decimal, more or less, in R.S./L.R. Dag No. 919, Mouza RAIGACHI, alogwith (2) ASGAR ALI MIDDA, who sold and transferred—1.65 decimal, more or less, in R.S./L.R. Dag No. 919, Mouza RAIGACHI, which he has received from his mother as gift by aforesaid gift deed, altogether ALL THAT piece or parcel of land measuring 2.375 (Two point Three Seven Five) Decimal, equivalent to 1 (One) Cottah 6 (Six) Chittack 42 Square Feet, more or less, 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), 385/1 (Kasem Ali Midda), 57/1 (Asgar Ali Midda), 1576/1 (Hasem Ali Midda), 112/1 (Anoara Bibi), 453/1 (Khodeja Bibi), 1428/1 (Sahida Bibi), Mouza

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RAIGACIII, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas, hereafter called the <u>SAID PROPERTY</u>, unto and in favour of <u>MD. SAFIYAR RAHAMAN</u>, the Vendor herein, which was duly registered with the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. I, CD Volume No. 34, Pages 1823 to 1838, Being No. 10441 for the year 2011, 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 and also handed over vacant and peaceful possession of the said property to the <u>MD. SAFIYAR RAHAMAN</u>;

- F. Thus, the said MD. SAFIYAR RAHAMAN, the Vendor herein, became sole and absolute owner of 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 hereunder and shown in the plans attached herewith with RED color border, 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.22,99,000/- (Rupees Twenty Two Lac And Ninety Nine 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.22,99,000/- (Rupees Twenty Two Lac And Ninety Nine Thousand) only 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 2.375 (Two point Three Seven Five) Decimal, equivalent to 1 (One) Cottah 6 (Six) Chittack 42 Square Feet, more or less, 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), 385/1 (Kasem Ali Midda), 57/1 (Asgar Ali Midda), 1576/1 (Hasem 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, more fully and particularly described in the Schedule hereunder written and delineated on the map or plan annexed hereto and bordered RED thereon 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:

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

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

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

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- 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 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 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;
- 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.

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THE SCHEDULE

(the Said Property)

ALL THAT piece or parcel of land measuring 2.375 (Two point Three Seven Five) Decimal, equivalent to 1 (One) Cottah 6 (Six) Chittack 42 Square Feet, more or less, 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), 385/1 (Kasem Ali Midda), 57/1 (Asgar Ali Midda), 1576/1 (Hasem 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, more as shown in the plan attached herewith and marked with colour RED border which shall be treated as part of this indenture and butted and bounded as follows:

ON THE NORTH By land in R.S. Dag No. 919; 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;

 $\underline{\text{IN WITNESS WHEREOF}}$ the $\underline{\text{VENDOR}}$ set and subscribed their hands and seal on the day month and year above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata In the presence of:

Kasement Medda. Rangarenit. Rayarhat Morth 24 pargans.

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

Rs.22,99,000/-

(Rupees Twenty Two Lac And Ninety Nine Thousand) only.

MEMO OF CONSIDERATION

Date	Amount (Rs.)	Cheque No.	Bank/Branch	Issued In favour of
03.11.2012	22,99,000/-	463016	Indian Overseas Bank, Baguiati Branch	Md. Safiyar Rahaman
Total:	22,99,000/-	Rupees T Thousan	y Nine	

Witnesses:

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VENDOR

Drafted by me! -V. Gang Advocate M. C, Cal cube SITE PLAN OF R.S. & L.R. DAG NO. - 919, AT MOUZA - RAIGACHI, J. L. NO. - 12, R.S. - 194, L. R. KHATIAN NO. - 1504/1, P. S. - RAJARHAT, DIST. - NORTH 24 PARGAMAS. UNDER RAJARHAT - BISHNUPUR 1 NO. GRAM PANCHAYET.

SCALE: - 1" = 30 '-0"

VENDEE : -

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VENDOR: - MD.SAFIAR RAHAMAN.

R.S. DAG NO. - 920 26'-4" 15'-9" 25'-0" 19'-5" R.S. DAG NO. - 919 (P) R.S. DAG NO. - 919 (P) R.S. DAG NO. - 919 (P) R.S. DAG NO. - 922 R.S. DAG NO. - 919 (P) 26'-4" 25'-0" 25'-0" 6'-5" R.S. DAG NO. - 919 (P) 19'-5" 27'-0" R.S. DAG NO.-923

COLOUR	REFERENCE	RECORD AREA			
COLOGIC		DEC.	K.	C.H	S.F.T
	R. S. DAG NO 919 (P)	02.3750	01	06	42

MORE OR LESS

COPIED BY M. BISWAS. SURVEYER

FORM FOR TEN FINGERPRINTS

4	(26)					
1		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Enghamus"	Thumb	Fore	Middle (Right	Ring Hand)	Little
2						
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	m					
	melaron	Thumb	Fore	Middle (Right	Ring Hand)	Little



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

Endorsement For Deed Number : I - 13879 of 2012 (Serial No. 15129 of 2012)

On

Payment of Fees:

On 07/11/2012

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

Presented for registration at 16.50 hrs on :07/11/2012, at the Private residence by Md Safiy Rahaman, Executant.

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

Execution is admitted on 07/11/2012 by

Md Safiyar Rahaman, son of Lutfar Rahaman, Raigachi Paschimpara, Thana:-Rajarhat, P.O., District:-North 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession: Others Identified By Kasem Ali Midda, son of Lt S Midda, Raigachi, Thana:-Rajarhat, P.O.:-, District:-Nor 24-Parganas, WEST BENGAL, India, By Caste: Muslim, By Profession: Business.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 08/11/2012

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1/ Article number: 23, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 25292.00/-, on 08/11/2012

(Under Article : A(1) = 25278/- ,E = 14/- on 08/11/2012)

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.-22,99,000/-

Certified that the required stamp duty of this document is Rs.- 114970 /- and the Stamp duty paid as Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty Rs. 31/4500/- is paid by the draft number 910631, Draft Date 07/11/2012, Bank Name State Bank of India 7EGHORIA RAGHUNATHPUR, received on 08/11/2012

(Debasish Dhar)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 19 Page from 10845 to 10858 being No 13879 for the year 2012.



(Debasish Dhar) 08-November-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BIDHAN NAGAR West Bengal