

04025

T-4587/2010

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

H 003440

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

1/10/10
 A.S.
 19828/-
 T-275-00

Registrar U/S 7 (2) of
 Registration Act 1908
 District South 24 Parganas

THIS INDENTURE made this 14th day of June 2010 of Two Thousand Ten BETWEEN SK. NABAB ALI alias SK. NABAB ALI, son of the Late Sk Abdul, residing at Village Kumrakhali, Police Station - Sonarpur, District South 24-Parganas, 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 his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**, **SUBID ALI MOLLA**, son of the Late Kamal Uddin Molla, residing at

J(1) Rs. 250.00
 J(2) Rs. 300.00

Rs. 550.00

Dealied on 11.6.10

Registrar U/S 7 (2) of
 Registration Act 1908
 District South 24 Parganas
 14 JUN 2010

VICTOR MOSES & CO.
6, Chittani Street
Calcutta - 700 001

50388

Sold to.....
Address.....
10 JUN 2010
Value 1070.....
L.S.V.
High Court A.S.

Rahul wjet.



1070

ELASTIC BUILDERS PVT. LTD.

Rahul wjet.
Director.

EFFORT DEVELOPERS PVT. LTD.

Rahul wjet.
Director



1071

Sulid Ali Molla

For Self and As Constituted
Attorney of SK. Akbar
Ali Alias SK. Noor Ali



Registrar of Assurances
Registrar U/S 7 (2) of
Registration ACT 1938
South 24 Parganas
11 JUN 2010

Susil Ray
570 Lake M. M. Ray
6, alor Post office St.
Kolkata - 700001
(Service)



Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 04587 of 2010
(Serial No. 04025 of 2010)

On 11/06/2010

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

Presented for registration at 16.51 hrs on :11/06/2010, at the Private residence by Rahul Kyal ,Claimant.

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

Execution is admitted on 11/06/2010 by

1. Subid Ali Molla, son of Lt. Kamal Uddin Molla , Majher Para, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : ----

2. Rahul Kyal
Director, Elastic Builders Pvt Ltd, 55/1a,strand Rd, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 .

Director, Effort Developers Pvt Ltd, 55/1a,strand Rd, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 .
, By Profession : ----

Identified By Sujit Ray, son of Lt. M.m Ray, 6,old Post Office St, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

1. Subid Ali Molla, son of Lt. Kamal Uddin Molla , Majher Para, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- By Caste Muslim By Profession: ----,as the constituted attorney of Sk Nabab Ali alias Sk Naoar Ali is admitted by him.

Identified By Sujit Ray, son of Lt. M.m Ray, 6,old Post Office St, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

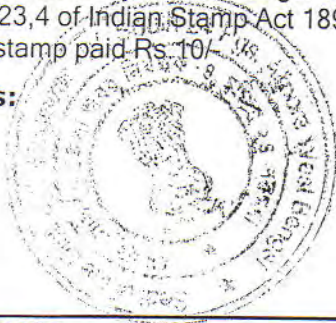
(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

On 14/06/2010

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:



(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

14/06/2010 16:02:00

EndorsementPage 1 of 2

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Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 04587 of 2010
(Serial No. 04025 of 2010)

Fee Paid in rupees under article : A(1) = 19789/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 14/06/2010

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.-1800000/-

Certified that the required stamp duty of this document is Rs.- 108010 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 108010/- is paid, by the draft number 046414, Draft Date 11/06/2010, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 14/06/2010

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV



(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

14/06/2010 16:02:00

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Majher Para, Ward No. 25, Police Station – Sonarpur, District South 24-Parganas, hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART AND (1) ELASTIC BUILDERS PVT. LTD.**, a Company incorporated under the Companies Act, 1956 AND **(2) EFFORT DEVELOPERS PVT. LTD.**, a Company incorporated under the Companies Act, 1956 both having its Registered Office at 55/1A, Strand Road, Police Station Jorabagan, Kolkata-700 006, represented by its Director Rahul Kyal, hereinafter jointly referred to as the **PURCHASERS** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **THIRD PART** :

WHEREAS :

A. One Ali Mohammad Sardar and Hasina Khatun Bibi were lawfully seized and possessed of or otherwise well and sufficiently entitled to amongst others All That the piece and parcel of land containing an area of 7 Sataks, be the same a little more or less, situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 comprised in R.S. Dag No.457 appertaining to R.S. Khatian No.352 Police Station Sonarpur in the then District of 24-Parganas (hereinafter referred to as **the said land**).

B. By a Bengali Kobala (Deed of Sale) dated the 27th day of April 1974 made between the said Ali Mohammad Sardar and Hasina Khatun Bibi therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Sonarpur in Book No.I Volume No.18 Pages 237 to 239 Being No.1528 for the year 1974, the Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Purchaser therein All That the said land containing an area of 7 Sataks, be the same a little more or less, more fully and particularly described in the Schedule hereunder written, absolutely and forever.

C. The Vendor herein has recorded his name in the office of the Block Land and Land Reforms Officer Sonarpur and remained in peaceful possession in respect of All That the said land containing an area of 7 Sataks, be the same a little more or less, situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 comprised in R.S. Dag No.457 appertaining to R.S. Khatian No.352 corresponding to L.R. Dag No.457 appertaining to L.R. Khatian No.1450 Police Station Sonarpur in the District of South 24-Parganas.

D. By an agreement made between the Vendor herein therein referred to as the Vendor of the One Part and the Confirming Party herein therein referred to as the Purchaser of the Other Part, the Vendor had agreed to sell and the Confirming Party had agreed to purchase All that the said land at and for the consideration of a sum of Rs.8,00,000/- (Rupees Eight Lacs only) and paid the said entire consideration to the Vendor.



Ali Mohammad Sardar

Rahul



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E. The Confirming Party has since nominated the Purchasers as his nominee to acquire the said land directly from the Vendor at and for the nomination consideration of a sum of Rs.10,00,000/- (Rupees Ten Lacs only).

F. By reason of the aforesaid there has been a novation of the contract whereby and whereunder the Vendor herein has agreed to sell and the Purchasers have agreed to purchase All That the said land free from all encumbrances, charges, liens, lispendens, acquisition, requisition, attachments, trust of whatsoever nature at the consideration of Rs.8,00,000/- (Rupees Eight Lacs only) and on the terms and conditions hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.8,00,000/- (Rupees Eight Lacs only) of the lawful money of the Union of India well and truly paid by the Confirming Party on or on behalf the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and thereof forever acquit release and discharge the Purchasers the said land) and in further consideration of the said sum of Rs.10,00,000/- (Rupees Ten Lacs only) of the lawful money of the Union of India well and truly paid by the Purchasers to the Confirming Party at or before the execution of these presents (the receipt whereof the Confirming Party doth hereby as also by the receipt hereunder written admit and acknowledge) being the consideration for the said nomination making together the whole of the consideration of Rs.18,00,000/- (Rupees Eighteen Lacs only) paid by the Purchasers to the Confirming Party, the Vendor with the concurrence of the Confirming Party doth hereby grant transfer convey assign and assure unto and in favour of the Purchasers **All That** the piece and parcel of land containing an area of 7 Sataks, be the same a little more or less, situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 comprised in R.S. Dag No.457 appertaining to R.S. Khatian No.352 corresponding to L.R. Dag No.457 appertaining to L.R. Khatian No.1450 Police Station Sonarpur in the District of South 24-Parganas as more fully and particularly described in the **Schedule** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon (hereinafter referred to as **the said land**) **OR HOWSOEVER OTHERWISE** the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all boundary walls areas sewers drains ditches ancient and other rights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom he may procure the

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same without any action or suit **TO HAVE AND TO HOLD** the said land hereby sold granted, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchasers absolutely and forever and the Vendor doth hereby covenant with the Purchasers **THAT NOTWITHSTANDING** any act, deed or thing by the Vendor or his predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed or thing whatsoever as aforesaid the Vendor has now in himself good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid **AND** the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him **AND** that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid **AND** further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land containing an area of 7 Sataks, be the same a little more or less classified as "Danga" situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 comprised in R.S. Dag No.457 appertaining to R.S. Khatian No.352 corresponding to L.R. Dag No. ~~457~~⁴⁸¹ appertaining to L.R. Khatian No.1450 Police Station Sonarpur in the District of South 24-Parganas and butted and bounded in the manner following :-

- ON THE NORTH** : By R.S. Dag Nos. 480 & 481;
ON THE EAST : By R.S. Dag No. 485;
ON THE SOUTH : By R.S. Dag No. 456 and
ON THE WEST : By R.S. Dag No. 453.

Rahul Kjel.

Sauid Ali Molla

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED and DELIVERED
by the **VENDOR** at Kolkata
in the presence of :

Susil Roy
6, Old Post Office St.
Kolkata - 700001.

Sulaid Ali Molla
AS Constituted Attorney
of SK. Nabeel Ali
Alias SK. Naaz Ali

SIGNED and DELIVERED
by the **CONFIRMING PARTY**
at Kolkata in the presence of :

Susil Roy

Sulaid Ali Molla

SIGNED and DELIVERED
by the **PURCHASER** at Kolkata
in the presence of :

Susil Roy.

ELASTIC BUILDERS PVT. LTD.

Rahul *ujal*

Director.

EFFORT DEVELOPERS PVT. LTD,

Rahul *ujal*

Director

Drafted by :

S. Bandyopadhyay

Suprabhat Bandyopadhyay
Advocate.

Victor Moses & Co.,
Solicitors & Advocates,
6, Old Post Office Street,
Kolkata-700 001.

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RECEIVED of and from the within-named Confirming Party the within-mentioned sum of Rs.18,00,000/- (Rupees Eighteen Lacs only) being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

<u>DATE</u>	<u>CHEQUE NO.</u>	<u>BANK/BRANCH</u>	<u>AMOUNT</u>
10.06.2010	189101	Indian Overseas Bank Posta Branch, 45-A, Adya Sradhya Ghat Road, Kolkata-700 007.	Rs. 6,00,000/-
10.06.2010	189151	-do-	Rs. 6,00,000/-
10.06.2010	189153	-do-	Rs. 3,00,000/-
10.06.2010	189104	-do-	Rs. 3,00,000/-
		Total :	Rs. 18,00,000/- =====

(Rupees Eighteen Lacs only).

Sulind Ali Molla
For self and as
Constituted Attorney
of SK. Nabeel Ali
Alias SK. Naooz Ali
Sulind Ali Molla

WITNESSES :

Sunil Ray,

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 2958 to 2968
being No 04587 for the year 2010.




(Dulal Chandra Saha) 14-June-2010
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS
West Bengal

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