220/10 Z - I-00271/10

भारतीय गैर न्यायिक

T0318.1

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V/CM-75/10

G 320092

At 06-35 P.M

RHO-21563/09.

Dt. 12.01.10

Certified that the Document is admitted to Registration. The Signature sheet and the endorsement sheets attached with this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

13/01/10

THIS INDENTURE made this 12th day of January Two Thousand Ten **BETWEEN ANSAR ALI MOLLA alias ANSER ALI MOLLA**, son of Late Ahadat Ali Molla, residing at Dakshin Fartabad, 26, Sonarpur South 24-Parganas, Kolkata-700 084, 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 **ONE PART AND (1) KRIISHIV COMPLEX PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956, having its registered office

28675
173
9210
220
2842

151136

4 JAN 2010

Rahul Kyal

154

Krishiv Complex Pvt. Ltd.

Rahul Kyal

Director

Krishiv Properties Pvt. Ltd.

Rahul Kyal

Director

156

Ansar Ali Molla alias
Anser Ali Molla

Sunil Roy
S/o Late M. M. Roy
6 Old Post Office St
Kolkata - 700001
Service

Additional Registrar of
Assurances-II, Kolkata
12 JAN 2010

at premises No. 55/1A, Strand Road, Kolkata-700 006, and (2) **KRIISHIV PROPERTIES PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956, having its registered office at premises No. 55/1A, Strand Road, Kolkata-700 006, both 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 **OTHER PART** :

WHEREAS:

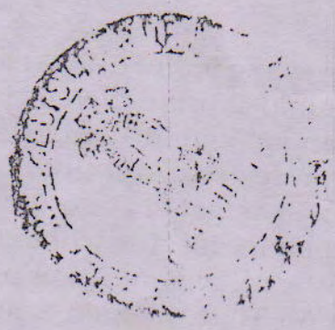
A. One Abdul Hamid Sardar, Efajuddin Sardar and others were lawfully seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 9 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.1520 comprised in R.S. Dag No.668 appurtaining to R.S. Khatian No.1032 Police Station Sonarpur in the then District of 24-Parganas (hereinafter referred to as the **said first plot of land)** as also All That the piece and parcel of land containing an area of 10 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.255 comprised in R.S. Dag No.658 appurtaining to R.S. Khatian No.29 Police Station Sonarpur in the then District of 24-Parganas (hereinafter referred to as **the said second plot of land**).

B. The said Efajuddin Sardar died intestate leaving him surviving his widow namely Sukran Bibi two sons namely Islam Ali Sardar and Osman Gani Sardar and only daughter Noor Jahan Bibi as his surviving legal heirs and heiresses, who inherited amongst others All That the said first and second plots of land in their respective proportions.

C. By a Deed of Partition dated the 29th day of May 1959 the said Abdul Hamid Sardar was allocated to the exclusion of others All That the said first plot of land and the said Sukran Bibi, Islam Ali Sardar, Osman Gani Sardar and Noor Jahan Bibi were jointly allocated to the exclusion of others All That the second plot of land.

D. By a Bengali Kobala (Indenture of Conveyance) dated the 4th day of June 1959 made between the said Abdul Hamid Sardar therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Baruipur in Book No.I Volume No.58 Pages 277 to 279 Being No.5248 for the year 1959, the Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Purchaser therein All That the said first plot of land more fully and particularly described in the Schedule thereunder written, absolutely and forever.

E. By another Bengali Kobala (Indenture of Conveyance) dated the 4th day of June 1959 made between the said Islam Ali Sardar, Osman Gani



Sardar, Sukran Bibi and Noor Jahan 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 Baruipur in Book No.I Volume No.58 Pages 280 to 282 Being No.5249 for the year 1959, 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 second plot of land more fully and particularly described in the Schedule thereunder written, absolutely and forever.

F. The Vendor herein has recorded his name in the office of the Block Land and Land Reforms Officer Sonarpur and remained in peaceful possession of All That the said first and second plots of land (hereinafter collectively referred to as **the said land**).

G. Thus the Vendor herein is now seized and possessed of or otherwise well and sufficiently entitled to All That the said land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trusts whatsoever nature.

H. The Vendor has agreed to sell said land and the Purchasers have agreed to purchase the said land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trusts of whatsoever nature at and for the consideration of Rs. 25,28,900/- (Rupees Twenty Five Lacs Twenty Eight Thousand Nine Hundred only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 25,28,900/- (Rupees Twenty Five Lacs Twenty Eight Thousand Nine Hundred only) of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchasers and the said land) the Vendor 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 19 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Police Station Sonarpur in the District South 24-Parganas comprised in :-

Touji Nos.	R.S. Dag Nos.	R.S. Khatian Nos.	L.R. Dag Nos.	L.R. Khatian No.	Area
1520	668	1032	701	105	9 Sataks
255	658	29	691	-do-	10 Sataks
				TOTAL :	**19 Sataks**

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 collectively 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 appurtaining 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 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 19 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 Police Station Sonarpur, Sub Registry office Sonarpur in the District South 24-Parganas comprised in :-

Touji Nos.	R.S. Dag Nos.	R.S. Khatian Nos.	L.R. Dag Nos.	L.R. Khatian No.	Area
1520	668	1032	701	105	9 Sataks
255	658	29	691	-do-	10 Sataks
				TOTAL :	**19 Sataks**

and butted and bounded in the manner following :-

ON THE NORTH : By R.S. Dag Nos. 667 and 659;
ON THE EAST : By R.S. Dag Nos. 669 and 667;
ON THE SOUTH : By R.S. Dag Nos. 485, 476, 475, 474 and 473;
ON THE WEST : By R.S. Dag Nos. 485 and 657;

IN WITNESS WHEREOF the Vendor hereto has hereunto set and subscribed his 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, Alop. Park Lane 3
Kol - 1
Asit Pal

Ansar Ali Molla alias
Ansar Ali Molla

SIGNED and DELIVERED
by the **PURCHASERS** at Kolkata
in the presence of :
Susil Roy
Asit Pal
47 E, Rabindra Sarani
Kol - 5
Sarafat Anam Molla

Krishiv Complex Pvt. Ltd.
Rahul Kyal
Director

Krishiv Properties Pvt. Ltd.
Rahul Kyal
Director

Drafted by:
Supratikat Bandyopadhyay
Advocate
High Court, Calcutta.