

01641

13/27/2010

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

700 B. 250.00
 700 B. 100.00

 700 B. 350.00
 700 B. 11.3.0

337
 3990/10
 5-12
 700/10

THIS INDENTURE made this 11th day of March Two Thousand Ten **BETWEEN** (1) **MAHABUB ALI MOLLA**, (2) **ANSAR ALI MOLLA** alias **ANSAR ALI MOLLA**, (3) **AABID ALI MOLLA** alias **ABID ALI MOLLA**, all sons of the Late Ahadat Ali Molla, all residing at Village Fartabad, Garia, Police Station Sonarpur, District South 24-Parganas, (4) **THAMINA BIBI** alias **TAHAMINA KHATUN**, wife of Abdul Haque Mandal, residing at Makalihati Tamijuddin Mistry Lane, Police Station Metiabruz, Kolkata-700 066, (5) **FURIDA BIBI** alias **FARIDA KHATUN**, widow of the Late Hasem Ali, residing at Village Kamalgazi, Police Station Sonarpur, Kolkata-700 103, (6) **SEKH RAFIK** alias **SEKH RAFIK ALAM**, (7) **SHEKH**

This indenture is witnessed to
 by the undersigned witnesses
 and their signatures are hereunto
 subscribed and attested.

12/3/10

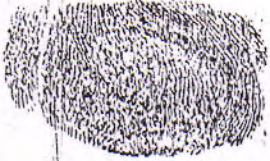
Registered
 Registration ACT 1908
 12/3/10

147476

VICTOR MO... & CO
6, ... Street
Calcutta - 700 001

4 MAR 2010
[Stamp]

Rajiv Sharma



403

Welcome Towers Pvt Ltd.

Rajiv Sharma
Director

~~11.3.10~~

Welcome Complex Pvt Ltd.

Rajiv Sharma
Director

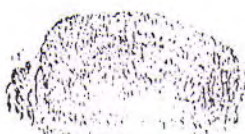
... Residences Pvt Ltd

Rajiv Sharma
Director



404

Makalab Ali Molla



405

Ansar Ali Molla alias Anser Ali Molla

District Sub Registrar
S. O. Registrar U/S 7 (a)
Registration ACT 1908
District, South 24 Parganas
11 MAR 2010

Signed by

P.T.O

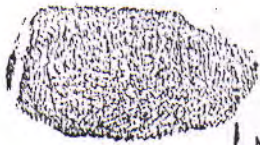
SAMSUL alias SK SAMSUL ALAM, (8) SHEKH MAJIBUL alias SK WAKBOL ALAM, (9) SK TAFAZZAL ALAM, all sons of the Late Sk. Jume Alam, all residing at 1/4, Mon Mohan Banerjee Road, Police Station Behala, Kolakat-700 038 and (10) FIROZA alias FIROJA BEGUM, wife of Sekendar Ali, residing at Natun Nagar, Police Station Maheshtala, District - South 24-Parganas, hereinafter jointly referred to as the VENDORS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND (1) WELCOME COMPLEX PRIVATE LIMITED, a Company duly incorporated under the Companies Act, 1956, having its registered office at premises No. 122/1R, Satyendra Nath Majumdar Sarani (formerly known as Manoharpur Road), P.S. Tollygunge, Kolkata-700 026, PAN AAACW9304N, (2) WELCOME TOWER PRIVATE LIMITED, a Company duly incorporated under the Companies Act, 1956, having its registered office at premises No. 122/1R, Satyendra Nath Majumdar Sarani (formerly known as Manoharpur Road), P.S. Tollygunge, Kolkata-700 026, PAN AAACW9274H, and (3) IMPERIAL REASIDENCY PRIVATE LIMITED, a Company duly incorporated under the Companies Act, 1956, having its registered office at premises No. 122/1R, Satyendra Nath Majumdar Sarani (formerly known as Manoharpur Road), P.S. Tollygunge, Kolkata-700 026, PAN AACCL2192L, all represented by their Director Raju Sharma son of Late Mukhram Sharma, 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 Qader Sardar and others 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 25 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.693 appertaining to R.S. Khatian No.33 Police Station Sonarpur in the then District 24-Parganas (hereinafter referred to as **the said land**).

B. The said Abdul Qader Sardar and others settled the said land on the 5th day of November, 1947 in favour of one Mujibar Rahaman Sardar and Habibur Rahaman Sardar.

C. By a Bengali Kobala (Deed of Sale) dated the 6th day of October, 1955 made between the said Mujibar Rahaman Sardar therein referred to as the Vendor of the One Part and one Amena Bibi therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Baruipur in Book No.1 Volume No.73 Pages 262 to 263 Being No.6711 for the year 1955, 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 undivided part or share in the said land more fully and particularly described in the Schedule thereunder written, absolutely and forever.



406

✓ Abid Ali Mulla
alias Habib Ali Mulla



407

✓ सवित्री वि वि सवित्री अलु अ



408

✓ Jhamina Bibi alias
Lahamina Khatun



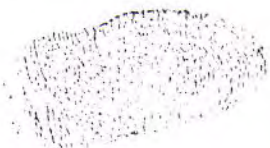
409

✓ Smt Rafiq alias SK. Rafiq A G



410

✓ Sheikh Sand alias Smt Sand A G



411

✓ Smt. Hanul alias Smt. Hanul A G



11.3.10

Surat Ray P.T.O

D. By another Bengali Kobala (Deed of Sale) dated the 4th day of February, 1957 made between the said Habibur Rahaman Sardar therein referred to as the Vendor of the One Part and one Ahadat Ali Molla therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Baruipur in Book No.1 Volume No.19 Pages 176 to 178 Being No.1096 for the year 1957, 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 undivided part or share in the said land more fully and particularly described in the Schedule thereunder written, absolutely and forever.

E. By another Bengali Kobala (Deed of Sale) dated the 22nd day of August, 1958 made between the said Amena Bibi therein referred to as the Vendor of the One Part and the said Ahadat Ali Molla therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Baruipur in Book No.1 Volume No.80 Pages 39 to 40 Being No.6741 for the year 1958, 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 undivided part or share in the said land more fully and particularly described in the Schedule thereunder written, absolutely and forever.

F. Thus the Ahadat Ali Molla became seized and possessed of or otherwise well and sufficiently entitled to All That the said land containing an area of 25 Sataks be the same a little more or less.

G. The said Ahadat Ali Molla died intestate on the 14th day of April 1970 leaving him surviving his widow namely Anjuman Begum alias Anjuman Bibi, three sons namely Mahabub Ali Molla, Ansar Ali Molla alias Anser Ali Molla and Aabid Ali Molla alias Abid Ali Molla and three daughters Thamina Bibi alias Tahamina Khatun, Furida Bibi alias Farida Khatun and Nurun Nahar Khatun as his surviving legal heirs and heiresses who inherited amongst others All That the said land in their respective proportions.

H. The said Anjuman Begum alias Anjuman Bibi died intestate on 19th day of February 2003 leaving her surviving her three sons namely Mahabub Ali Molla, Ansar Ali Molla alias Anser Ali Molla and Aabid Ali Molla alias Abid Ali Molla and three daughters Thamina Bibi alias Tahamina Khatun, Furida Bibi alias Farida Khatun and Nurun Nahar Khatun as her surviving legal heirs and heiresses who upon her death jointly inherited her proportionate part or share in the said land.

I. The said Nurun Nahar Khatun died intestate on 30th day of January 2008 leaving her surviving her four sons namely Sk. Rafiq alias Sk. Rafiq Alam, Sk. Samsul alias Sk. Samsul Alam, Sk. Makbul alias Sk. Makbul Alam, Sk. Tafazzal Alam and only daughter Firoza alias Firoja Begum as her surviving legal heirs and heiresses who upon her death jointly inherited her proportionate part or share in the said land.



412

/ SK: Tabayyal Alam



413

/ Pénjara Negeri Pénjara Bégawan



A

REGISTRAR - IV, South Sumatra
 Registrar U/S 7 (a)
 Registration Act 1966
 No. 1000/1000/1000
 11 MAR 2010

Sunil Roy
 No. 1000/1000/1000
 G. 1000/1000/1000
 K. 1000/1000/1000
 (L. 1000/1000/1000)

J. Thus the Vendors herein are now seized and possessed of an 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.

K. The Vendors have agreed to sell and the Purchaser has agreed to purchase All That 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.44,99,100/- (Rupees Forty Four Lacs Ninety Nine Thousand One Hundred only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.44,99,100/- (Rupees Forty Four Lacs Ninety Nine Thousand One Hundred only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth here 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 Purchaser and the said land) the Vendors do and each of them 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 25 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.693 appertaining to R.S. Khatian No.33 corresponding to L.R. Dag No.727 appertaining to L.R. Khatian Nos.105, 170, 608, 744, 96 & 984 Police Station Sonarpur in the District 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 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 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 Vendors 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 Vendors or any other person or persons from whom they 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 Purchaser absolutely and forever and the Vendors do and each of them doth hereby covenant with the Purchaser **THAT NOTWITHSTANDING** any act, deed or thing by the Vendors or their predecessors-in-title done or executed or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized



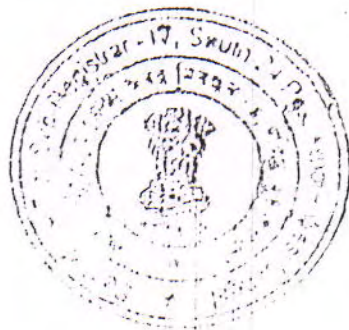
A
Registrar - IV
Registrar U/S 7 (2) of
Registration ACT 1956
South 24 Parganas
11 MAR 2010

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 Vendors have now in themselves 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 Purchaser in manner aforesaid **AND** the Purchaser 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 Vendors or any person or persons lawfully or equitably claiming from under or in trust for them **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 Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid **AND** further that the Vendors 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 Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser 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 Purchaser 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 25 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.693 appertaining to R.S. Khatian No.33 corresponding to L.R. Dag No.727 appertaining to L.R. Khatian Nos.105, 170, 608, 744, 96 & 984 Police Station Sonarpur in the District South 24-Parganas and plotted and bounded in the manner following :-

- ON THE NORTH** : By R.S. Dag Nos. 695 & 696;
- ON THE EAST** : By R.S. Dag No. 693/2255;
- ON THE SOUTH** : By R.S. Dag Nos. 690 & 691/2253 and
- ON THE WEST** : By R.S. Dag No. 692.



A
Assistant Sub Registrar-IV
S.O. Registrar U/SI (2) of
Registration ACT 1993
11 MAR 2010

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

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

1) Saiful Anam Molla,
P.O - Garcia, Faridabad, P.S - Sonarpur
Kolkata - 700051

2) Saiful Anam Molla
P.O - Garcia, Faridabad, P.S - Sonarpur
Kolkata - 700051

- 1) Mahabub Ali Molla
- 2) Anwar Ali Molla alias of Saiful Anam Molla
Abas
- 3) Akbar Ali Molla / Akbar Ali Molla
- 4) Shamina Bibi alias Fatima
Khalim
- 5) [Handwritten signature]
- 6) Sheikh Rafiq alias SK. Rafiq Khan
- 7) Sheikh Saoud alias SK. Saoud Khan
- 8) SK. Maulud Khan alias SK. Maulud
- 9) SK. Tabayyul Khan
- 10) [Handwritten signature]

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

1) Saiful Anam Molla

2) Saiful Anam Molla

Drafted by :
S. Bandopadhyay
Suprabhat Bandopadhyay
Advocate,
High Court, Calcutta.

Welcome Tower Pvt Ltd.

Project Manager

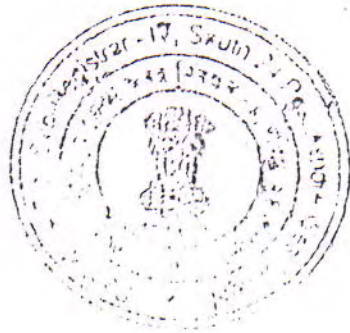
Director

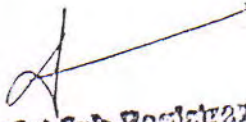
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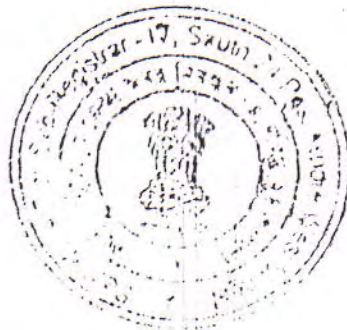



Registrar - IV
S.O. Registrar U/S (2) of
Registration ACT 1956
South 24 Parganas
11 MAR 2010

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.44,99,100/- (Rupees Forty Four Lacs Ninety Nine Thousand One Hundred 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>
09.03.10	728905	Indian Overseas Bank, Posta Branch.	Rs. 3,33,450/-
09.03.10	728906	- do-	Rs. 3,33,450/-
09.03.10	728907	- do-	Rs. 3,33,450/-
09.03.10	728908	- do-	Rs. 1,66,650/-
09.03.10	728909	- do-	Rs. 1,66,650/-
09.03.10	728910	- do-	Rs. 36,900/-
09.03.10	728911	- do-	Rs. 36,900/-
09.03.10	728912	- do-	Rs. 36,900/-
09.03.10	728913	- do-	Rs. 36,900/-
09.03.10	728914	- do-	Rs. 18,450/-
09.03.10	728915	- do-	Rs. 3,33,450/-
09.03.10	728916	- do-	Rs. 3,33,450/-
09.03.10	728917	- do-	Rs. 3,33,450/-
09.03.10	728918	- do-	Rs. 1,66,650/-
09.03.10	728919	- do-	Rs. 1,66,650/-
09.03.10	728920	- do-	Rs. 36,900/-
09.03.10	728921	- do-	Rs. 36,900/-
09.03.10	728922	- do-	Rs. 36,900/-
09.03.10	728923	- do-	Rs. 36,900/-
09.03.10	728924	- do-	Rs. 18,450/-
09.03.10	728925	- do-	Rs. 3,33,450/-
09.03.10	728926	- do-	Rs. 3,33,450/-
09.03.10	728927	- do-	Rs. 3,33,450/-



A
Assistant Sub Registrar-17
S.O., Registrar U/S 7 (2) of
Registration ACT 1956
Mysore, South of Mysore
11 MAR 2010

09.03.10	728928	do	Rs. 1,00,000/-
09.03.10	728929	- do -	Rs. 1,00,000/-
09.03.10	728930	- do -	Rs. 36,900/-
09.03.10	728931	- do -	Rs. 36,900/-
09.03.10	728932	- do -	Rs. 36,900/-
09.03.10	728933	- do -	Rs. 36,900/-
09.03.10	728934	- do -	Rs. 18,450/-
		Total :	Rs.44,99,100/- =====

(Rupees Forty Four Lacs Ninety Nine Thousand One Hundred only).

WITNESSES :

1) Swafat Anam Mulla

2) Swafat Anam Mulla

1) Akhbar Ali Mulla

2) Akhbar Ali Mulla alias Akhbar Mulla

3) Akhbar Ali Mulla alias Akhbar Mulla

4) Shamima Binti alias Tahamina Khatun

5) Akhbar Ali Mulla alias Akhbar Mulla

6) Akhbar Rafik alias Akhbar Rafik Mulla

7) Akhbar Samad alias Akhbar Samad Mulla

8) Akhbar Akhbar alias Akhbar Akhbar Mulla

9) Akhbar Tabayyat Mulla

10) Akhbar Akhbar alias Akhbar Akhbar Mulla