

CONVEYANCE

Saharjaan Bibi, wife of Late Atiyar Rahaman Molla, residing at Patharghata,

Additional District Sub-Registrar Rajarhat, New Town, North 24-Pgs.

03 SEP 2014

Date: 2nd September, 2014

Part No.219, District North 24 Parganas

Place: Kolkata

Parties:

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L.S. VENDOR (O.S.) HIGH COURT, KOLKATA-700 904

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AAKANSPI AGENCY PVT. LYD.

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Additional District Sub-Registrar Rajarhat, New Town, North 24-Pgs.

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- 3.2 Kariman Bibi, wife of Late Atiyar Rahaman Molla, residing at Paschim Patharghata (Ansha), Patharghata, Rajarhat, District North 24 Parganas
- 3.3 Abdul Hossain Molla, son of Late Atiyar Rahaman Molla, residing at Tegharia, Patharghata, Rajarhat, District North 24 Parganas
- 3.4 Ali Husan Mullah, son of Late Ativar Rahaman Molla, residing at Tegharia, Patharghata, Rajarhat, District North 24 Parganas
- 3.5 Rehana Bibi Mallik, wife of Khatip Ali Mallik, residing at Madhya Dharapara, Jagulgachhi, Bhangar, District South 24 Parganas
- 3.6 Najima Mallik, wife of Ajid Mallik, residing at Part No.0253, Chandpur, District North 24 Parganas (collectively Vendors, includes successors-in-interests)

And

3.7 Aakanshie Agency Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office Room No. 201, 2nd Floor, 2B Grant Lane, Kolkata-700012, Police Station Bowbazar, being represented by its Director Pradeep Kumar Hirawat, son of Madan Lal Hirawat [PAN AAKCS2340E]

(Purchaser, includes successors-in-interest).

Vendors and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as soli but presently lying vacant measuring o.85 (zero point eight five) decimal, more or less, comprised in R.S./L.R. Dag No. 748, recorded in L.R. Khatian No. 824, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within Patharghata Gram Panchayet, Additional District Registration Office Rajarhat, District North 24 Parganas (Said Property) morefully described in the Schedule below, together with all title, benefits, casement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants
- Representations and Warranties Regarding Title: The Vendors represent, warrant and covenant regarding title as follows:
- 5.1.1 Ownership of Atiyar Rahaman Molla: By virtue of inheritance from Baharan Bibi, her son Atiyar Rahaman Molla became the owner of the Said Property, being land classified as sali but presently lying vacant measuring 0.85





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Additional District Sub-Registrar Rajo nat, New Town, North 24-Pgs.

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(zero point eight five) decimal, more or less, comprised in R.S./L.R. Dag No. 748, recorded in L.R. Khatian No. 824, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within Patharghata Gram Panchayet, Additional District Registration Office Rajarhat, District North 24 Parganas.

- 5.1.2 Demise of Atiyar Rahaman Molla: Atiyar Rahaman Molla, a Mohammedan died intestate, leaving behind him surviving his 2 (two) wives, namely, Saharjaan Bibi (the Vendor No. 3.1), Kariman Bibi (the Vendor No. 3.2) and 2 (two) sons, namely, Abdul Hossain Molla (the Vendor No. 3.3) and Ali Husan Mullah (the Vendor No. 3.4) and 2 (two) daughters, namely, Rehana Bibi Mallik (the Vendor No. 3.5) and Najima Mallik (the Vendor No. 3.6) as his only legal heirs and heiresses, who inherited the entirety of the Said Property as per Mohammedan Law of Succession.
- 5.1.3 Absolute-Ownership: Thus, by virtue of inheritance Saharjaan Bibi (the Vendor No. 3.1), Kariman Bibi (the Vendor No. 3.2) and 2 (two) sons, namely, Abdul Hossain Molla (the Vendor No. 3.3) and Ali Husan Mullah (the Vendor No. 3.4) and 2 (two) daughters, namely, Rehana Bibi Mallik (the Vendor No. 3.5) and Najima Mallik (the Vendor No. 3.6) have become the absolute owners of the Said Property, each of them having their respective share therein.
- Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 No Excess Land: The Vendors do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realisation of any dues from the Vendors.





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Additional District Sub-Registrar Rajarhat, New Jown, North 24-Pgs. 0 2 SEP 2014



- 5.2.6 No Right of Preemption: No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: express indemnification by the Vendors that the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, waqf, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable, which if found defective or untrue at any time, the Vendors shall, at all times forthwith take all necessary steps to remove and/or rectify.
- 5.2.9 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

Sale of Said Property: The basic understanding between the Vendors and the Purchaser is that the Vendors shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same from the Vendors.

7. Transfer

Hereby Made: The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, land classified as sali but presently lying vacant measuring 0.85 (zero point eight five) decimal, more or less, comprised in R.S./L.R. Dag No. 748, recorded in L.R. Khatian No. 824, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within Patharghata Gram Panchayet, Additional District Registration Office Rajarhat, District North 24 Parganas together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all



encumbrances, together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.1,49,500/- (Rupees one lac forty nine thousand and five hundred) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, waqf, trusts, prohibitions, Income Tax attachments; financial institution charges, statutory prohibitions, acquisitions; requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser' and/or the Purchaser's successors-in-interest by reason of the aforesaid.
- 8.2.2 Transfer of Property Act: all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.



- 8.3 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Property has been handed over by the Vendors to the Purchaser.
- 8.4 Holding Possession: The Vendors hereby covenant that the Purchaser and the Purchaser's assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.

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- 8.5 No Objection to Mutation: The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.6 Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule (Said Property)

Land classified as sali but presently lying vacant measuring 0.85 (zero point eight five) decimal, more or less, comprised in R.S./L.R. Dag No. 748, recorded in L.R. Khatian No. 824, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within Patharghata Gram Panchayet, Additional District Registration Office Rajarhat, District North 24 Parganas and the said Dag is delineated in the Plan attached hereto and bordered in colour Red thereon

On the North : By R.S./L.R. Dag No. 747

On the East: By R.S./L.R. Dag No. 724

On the South : By R.S./L.R. Dag Nos. 749 and 750

On the West: By R.S./L.R. Dag No. 744

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.



9. Exec	cution and Delivery		
	Witness Whereof the Parties I veyance on the date mentioned above. Sahar yaan Bibi by the pen of Nasmul Middy.	nave executed and delivered this LTI of Kanimum Bibi Byhe ben of Nasimul Mid	baya
	(Saharjaan Bibi)	(Kariman Bibi)	
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	(Abdul Hossain Molla) alras Abul Horsain Molla	(Ali Husan Mullah)	
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Advocate High Court	• •		
Witnesses:			
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Father's Name	Jashime offen any	Father's Name 142131 213 W	
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Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.1,49,500/- (Rupees one lac forty nine thousand and five hundred) towards full and final payment of the consideration for sale of the Said Property described in the schedule above, in the following manner:

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	I	Mode	Date	Bank	Amount (Rs.)
	Ch. No.	295467	02-09-2014	Objected Book of Comme	· 18700/-
	Ch No.	295468	02.09.2014	Do	18,700
	Ch No.	295469	Do	Do	37,350/-
	Ch No.	295470	Do	Do .	37,350/-
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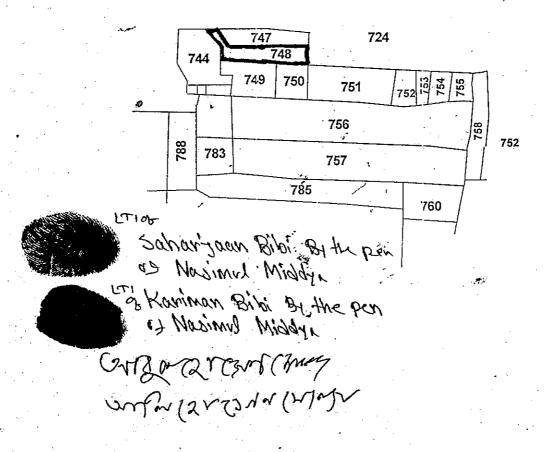
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SITE PLAN FOR R.S. / L.R. DAG NO. 748, IN MOUZA - KALIKAPUR, P.S. - RAJARHAT, UNDER RAJARHAT GOPALPUR MUNICIPALITY, DISTRICT: NORTH 24 PARGANAS.

AREA SOLD:- 0.85 DECIMALS





CIEVAN FOFTO SITTED APKANSHI AGENCY PVT. LTD.
Prade-philosom
Director

SIGNATURE OF VENDOR(S)

SIGNATURE OF PURCHASER(S)

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SPECIMEN FORM TEN FINGER PRINTS

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SPECIMEN FORM TEN FINGER PRINTS

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

Endorsement For Deed Number : I - 09829 of 2014 (Serial No. 10750 of 2014 and Query No. 1523L000018923 of 2014)

On 02/09/2014

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

Presented for registration at 18.00 hrs on :02/09/2014, at the Private residence by Pradeep Kumar Hirawat Claimant.

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

Execution is admitted on 02/09/2014 by

- 1. Saharjan Bibi, wife of Late Atiyar Rahaman Molla , Patharghata, Part No 219, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
- 2. Kariman Bibi, wife of Late Atiyar Rahaman Molla , Paschim Patharghata (Ansha), Patharghata, Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
- 3. Abdul Hossain Molla Alias Abul Hossain Molla, son of Late Atiyar Rahaman Molla , Tegharia, Patharghata, Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession: Others
- 4. Ali Husan Mullah, son of Late Atiyar Rahaman Molla , Tegharia, Patharghata, Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Others
- 5. Rehana Bibi Mallik, wife of Khatip Ali Mallik , Madhya Dharapara, Jagulgachhi Bhangar, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Others
- 6. Najima Mallik Alias Najima Bibi, wife of Ajid Mallik , Part No 0253, Chandpur, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Others
- 7. Pradeep Kumar Hirawat

Director, Aakanshi Agency Pvt. Ltd., Room No 201, 2nd Floor, 2 B Grant Lane, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin:-700012.

, By Profession : Business

Identified By Azizul Gazi, son of Jashimuddin Gazi, Kalikapur, Kolkata, Thana:-Rajarhat, P.O.:-Kashinathpur, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste: Muslim, By Profession: Business.

(Debasish Dhar) Additional District Sub-Registrar

On 03/09/2014

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

Additional District Sub-Registrar Rajarhat, New Town, North 24-Pgs.

(Debasish Dhar)

13 SEP 2014 dditional District Sub-Registrar





Government Of West Bengal

Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number : I - 09829 of 2014 (Serial No. 10750 of 2014 and Query No. 1523L000018923 of 2014)

Rs. 1708/- is paid, by the draft number 665134, Draft Date 03/09/2014, Bank Name State Bank of India, Terminus Building New Town, received on 03/09/2014

(Under Article: A(1) = 1694/- E = 14/- on 03/09/2014)

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.-1,54,545/-

Certified that the required stamp duty of this document is Rs.- 7747 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 7647/- is paid, by the draft number 665135, Draft Date 03/09/2014, Bank: State Bank of India, Terminus Building New Town, received on 03/09/2014

(Debasish Dhar) Additional District Sub-Registrar

Nr.

Additional District Sub-Registrar Rajarhat, New Town, North 24-Pgs.

(Debasish Dhar) Additional District Sub-Registrar

03 SEP 2014



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 15 Page from 12180 to 12196 being No 09829 for the year 2014.



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

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