

5738/18

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P-5253/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL v.c. 50740-16-2018

E 500315

28.11.18
5.35
5738/18

Certified that the document is admitted to registration. The signature, initials and the endorsement, where attached with this document are the part of this document.

[Signature]
Additional District Sub-Registrar,
Garia South 24 Parganas

29 NOV 2018

THIS INDENTURE is made on this 28th day of November 2018
BETWEEN (1) YUSUF ALI HALDER, son of Late Karim Bux Halder,
aged about 45 years, by faith - Muslim, by occupation - Service,

L. O. SANCHETI & CO

Advocate

18, Old Post Office Street
Calcutta - 700001

NAME.....
 ADD.....
 RECEIVED
 12 NOV 2018
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Knt-1



12 NOV 2018

c.s. Katta Aiq



NETB 1885

c.s. Katta Aiq



NETB 1886

সুরঞ্জান মুখার্জী



NETB 1887

সুরঞ্জান মুখার্জী

Drafted by me
Arindam Das
Advocate
High Court, Calcutta
17/11/2018



Additional District Sub-Registrar,
Garia South 24 Parganas

12 NOV 2018

Masud Lavery
F. and Lancer
Kulumban
Kau-107
Barisal

residing at Kusumba Halderpara, Post Office – Narendrapur, Police Station – Sonarpur, Kolkata – 700 103 having PAN No. AHZPH6538E phone 7890342624
 (2) **ERSHAD ALI HALDER**, son of Late Karim Bux Halder, aged about 55 years, by faith – Muslim, by occupation – Cultivation, residing at Kusumba Halderpara, Post Office – Narendrapur, Police Station – Sonarpur, Kolkata – 700 103 having PAN No. No.ATZPH8196G , phone 7450912442 AND (3) **MOHAMMED ALI HALDER**, son of Late Karim Bux Halder, aged about 53 years, by faith – Muslim, by occupation – Cultivation, residing at Kusumba Halderpara, Post Office – Narendrapur, Police Station – Sonarpur, Kolkata – 700 103 having PAN No No.ARWPH2078J, phone 8647839699 , hereinafter collectively referred to as **VENDORS** (which expression unless excluded by or repugnant to the subject be deemed to mean and include their respective heirs / successors, legal representatives, executors, successors in office, nominee/s and/or assign) of the **FIRST PART**.

AND

(1) **DAFFODIL TOWER PVT. LTD.**, a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street, Kolkata-700017, Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No.AACCD8389C, (2) **PANCHSREE REALTORS PVT. LTD.**, a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata - 700017, Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No.AAGCP753. 3, (3) **SIDHIMANGAL COMPLEX PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata-700017 Police Station - Shakespeare Sarani And Post Office - Circus Avenue having PAN No.AARCS3992B, (4) **PREMKUNJ ENCLAVE PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street Kolkata-700017

Police Station - Shakespeare Sarani and Post Office - Circus Avenue, having PAN No.AAGCP7534H (5) **SANKATSATHI PROPERTIES PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street Kolkata-700017 Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No.AARCS8991C, (6) **SHIV PARIWAR REAL ESTATE PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street, Kolkata-700017 Police Station - Shakespeare Sarani and Post Office - Circus Avenue, having PAN No.AARCS9006Q, (7) **BRIGHTFUL RESIDENCY PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata - 700017, Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No. AAFCB1354E. All the companies are being represented by their Authorized Signatory, Shri Chhatar Singh Katliotia , s/o Late Bachhraj Kathotia , residing at 7H, Cornfield Road, Police Station - Gariahat, Post Office - Ballygunge, Kolkata 700 019 having PAN No AKMPK2416Q and Phone No.9831005380, (8) **ABDUL KHALEK MONDAL**, s/o Late Abdul Jabber Mondal, aged about 46 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN No.AYLPM5012F, residing at Kusumba Halderpara, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata-700103, Dist- South 24 Parganas phone 9007477105 (9) **BADRA ALAM MONDAL**, s/o Raman Ali Mondal aged about 36 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN NO. BGPEM1431L, residing at Jagannathpur, Post Office- R.K. Pally, Police Station-Sonarpur, Kolkata-700150, Dist- South 24 Parganas phone 8697057530 (10) **REHANA BIBI**, w/o Abdul Khalek Mondal, aged about 38 Years, by religious Muslim, Nationality-Indian, by Occupation-Housewife, having PAN-BAJPB8425N, residing at Kusumba Halderpara, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata-700103 phone 9007698063 (11) **NAJIR HOSSAIN MOLLICK**, s/o Yousuf Ali Mollick aged about 36 Years, by religious Muslim,

• [Stamp] V.E.P. 1888

• Yusuf Halder

• [Stamp] V.E.P. 1889

• Kail Kalam Halder

• [Stamp] V.E.P. 1890

• Nansi Sarda

• [Stamp] V.E.P. 1891

• Rehan Bidi

• [Stamp] V.E.P. 1892

• Ayt Halder

• [Stamp] V.E.P. 1893

• Baden Alam Mondal

• [Stamp] V.E.P. 1894

• Abul Kalam

• [Stamp] V.E.P. 1895

• [Name]

Ku-103
B...



Additional District Sub-Registrar,
Gersa Souin 24 Parganas

12 B NOV 2000

Nationality-Indian, by Occupation-Business, having PAN-APFPM5408J, residing at Jagannathpur, Post Office- R.K. Pally, Police Station-Sonarpur, Kolkata-700150, Dist- South 24 Parganas phone 9830642016, (12) **NASIR SARDAR**, s/o Kajem Sardar, aged about 31 years, by religion Muslim, Nationality- Indian, by Occupation-Business, having PAN No. BMWPS6467G, residing at A 26, Sukanta Pally, M.G. Road, Police Station- Thakurpukur, Kolkata-7000082, Dist. South 24 Parganas phone 9836667728, (13) **ABUL KALAM HALDER**, s/o Late Ram Jan Ali Halder, aged about 44 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN-ADWPH6545G, residing at Kusumba Halderpara, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata-700103, Dist- South 24 Parganas phone 9903555444, (14) **AYUB HALDER**, s/o Late Kader Halder, aged about 43 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN-ADOPH3044G, residing at Kusumba Halderpara, Post Office-Narendrapur, Police Station-Sonarpur, Kolkata-700103, Dist- South 24 Parganas phone 9007378584 hereinafter collectively referred to as **PURCHASERS** (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their respective heir/s successor/s representatives nominee/s, successor in interest, administrator/s and assign) of the **OTHER PART**

WHEREAS:

- A. One Md. Elai Bux Halder son of Late Khoda Bux Halder, of Kusumba, P.O. Narendrapur, P.S. Sonarpur, 24 Parganas, was the recorded owner of a piece and parcel of land measuring about 55 decimals, classified as "Danga" and comprised in J.L.No. 50, Touzi No. 255, R.S. No. 138, R.S. Dag No. 123 (Previous), R.S. Dag No. 2283/2518, R.S. Khatian No. 1325, Mouza- Kusumba, Police station- Sonarpur, District- 24 Parganas now 24 Parganas (South).

- B. One Parijan Bibi, w/o Late Chand Md. Molla, of Kusumba, Sonarpur, had filed a suit for declaration and injunction being Title Suit No. 555 of 1957 in the Court of the Ld. 2nd Munsif at Baruipur, 24 Paragana South against the said Md. Elai Bux Halder claiming right title and interest in respect of piece and parcel of land measuring 55 decimals.
- C. The Md. Elai Bux Halder and Parijan Bibi had entered into compromise (solanama). In terms of the said compromise, it was recorded that an area of 24 decimals out of 55 decimals shall vest with Parijan Bibi and the balance 31 decimals shall belong to Md. Elai Bux Halder absolutely.
- D. By a Bengali Bikray Kobala 6th November, 1974 executed by Md. Elai Bux Halder, therein referred to as Kobala Data and Karim Bux Halder, therein referred to as Kobala Grohita, the Vendor therein for the consideration therein mentioned sold, transferred, conveyed; granted, assigned and/or assured on to the Purchaser therein the said danga land. The said Indenture was registered with Sub Registrar, Sonarpur, District 24 Parganas (South) and recorded in Book No.1, Volume No.73, Pages 41 to 43 being Deed No.4462 for the year 1974.
- E. By a Bengali Dan Patra dated 28th December, 1998 the said Karim Bux Halder out of natural love and affection made our gift of an area of 1 decimal of Danga land in favour Yusuf Ali Halder. The said Indenture was registered in the office of the Additional District Sub Registrar, Sonarpur, and District – 24 Parganas (South) and recorded in Book No. I, Volume No.153, and Pages 290 to 293 being Deed No.9341 for the year 1998.
- F. In terms of the said and upon the land records being revised by the State of West Bengal; the records of right were published in the following manner :-

Name of the Recorded Owner	R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Quantum
Karim Bux Halder	2283/2518	2446	462	30 decimals
Yusuf Ali Halder	2283/2518	2446	365	1 decimal

G. By Indenture of Gift dated 7th March, 2007 executed by Karim Bux Halder in favour of his three sons i.e. Yusuf Ali Halder, Ershad Ali Halder and Mohammed Ali Halder, the said Karim Bux Halder out of natural love and affection towards his three son's gift over an area of 29 decimals. The said Indenture was registered in the office of District Sub Registrar, Alipore. 24 Parganas (South) and recorded in Book No. I, CD Volume No.7, Pages 3570 to 3586 being Deed No.01200 for the year 2008.

H. The said Karim Bux Halder died intestate on 14.11.08 leaving behind him his four sons, namely, Yusuf Ali Halder, Ershad Ali Halder, Mohammed Ali Halder and Islam Halder and two daughters, namely Rokeya Bibi and Rashida Bibi Mondal, as the only heirs and successors to all his estate including his 1 decimal of land in the aforesaid plot comprised in L.R.Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, L.R.Khatian No. 462 corresponding to R.S Khatian No. 1325, Mouza- Kusurnba, Police Station- Sonarpur, District- South 24 Parganas, his wife being predeceased him, and as such the said 1 decimal of Land comprised in L.R.Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, L.R.Khatian No. 462 corresponding to R.S Khatian No. 1325, Mouza- Kusumba, Police Station- Sonarpur, District- South 24 Parganas, after the death of the said Karim Bux

Halder, devolved absolutely and exclusively upon the aforesaid heirs of the said Karim Bux Halder.

- I. By Indenture dated 22nd March, 2013 executed by the said Yusuf Ali Halder, Ershad Ali Halder, Mohammed Ali Halder, Islam Halder, Rokeya Bibi and Rashida Bibi Mondal therein referred to as Vendors and Abdul Khalek Mondal & Ors. therein referred to as Purchasers, the Vendors therein for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured on to the Purchasers therein all that piece and parcel of land measuring 12.32 decimals equivalent to 7 Cottahs, 7 Chittacks and 12 Sq. Ft. The said Indenture was registered with Additional District Sub Registrar, Sonarpur, 24 Parganas (South) and recorded in Book No.1, CD Volume No.9, Pages 1743 to 1780 being Deed No.03711 for the year 2013.
- J. Accordingly the Vendors are therefore left with an area of 19 decimals of Danga land in the said Dag and recorded in the records maintained by the B.L.& L.R.O.as detailed herein:-

Vendor No.	L.R. Dag No	R.S. Dag No.	L.R. Khatian No.	R.S. Khatian No	Quantum
1.	2446	2283/2518	365	1325	6.00 decimal
2.	2446	2283/2518	462	1325	6.00 decimal
3.	2446	2283/2518	462	1325	7.0 decimal

- K. The Purchasers believing the statements made and stated hereinbefore and believing that the details provided by the Vendors and stated hereinabove as true and correct and that the Vendors would be able to transfer, convey,

grant, assign and/or assure on to the Purchaser and/or its nominee marketable right title and interest in respect of 19.00 decimals being demarcated portion and on actual measurement it has been found to be measuring an area of 15.40 decimals situated and lying at and being L.R.Dag No.2446, L.R.Khatian Nos.462 and 365, R.S. dag No. 2283/2518, Mouza- Kusumba, J.L. No. 50, Touji No. 255, Additional District Sub Registrar, Sonarpur, District- South 24 Parganas, Under Rajpur Sonarpur Municipality as more fully and particularly described in the Schedule hereunder written for and/or at a consideration of a sum of Rs.56,00,000/- (Rupees fifty six lacs only) on the terms and conditions as mentioned herein free from all encumbrances, liens and lispendens and shall handover peaceful vacant possession of the said land.

NOW THIS INDENTURE WITNESSES AND THE PARTIES AGREES AS FOLLOWS:-

That in consideration of a sum of Rs.56,00,000 /- (Rupees fifty six lacs only) paid by the Purchasers to the Vendors, the receipt whereof the Vendors doth hereby admit and acknowledge, the Vendors doth hereby convey, transfer, assign and/or assure unto the Purchaser herein all that piece and parcel of land measuring and containing 19 decimals a bit more or less lying and situated at L.R.Dag No.2446, L.R.Khatian Nos.462 and 365, corresponding to R.S. Dag No.2283/2518, R.S.Khatian No.1325 in Mouza- Kusumba, J.L. No. 50, Touji No. 255, within the Registration district of Additional District Sub Registrar, Sonarpur, District- South 24 Parganas, Under Rajpur Sonarpur Municipality, fully described in the schedule hereunder written and handover peaceful vacant possession of the said Land to the Purchaser simultaneously with the execution of this presents OR HOWSOEVER OTHERWISE now are or is or heretofore were or was situated tenanted butted bounded called

known numbered described or distinguished and all other benefit and advantage of ancient and other rights all yards courtyards areas ways paths passages walls waters water courses lights rights, liberties, privileges, easements and appurtenances whatsoever to the said Land belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions remainder or remainders and the rent issues and profits and of any and every part thereof AND all the legal incidences thereof AND ALL THE estate right title interest claim and demand whatsoever of the Vendors into or upon the said Land or any part thereof TO HAVE AND TO HOLD the said Land hereby granted conveyed transferred and sold or expressed so to be UNTO AND TO THE USE of the Purchaser absolutely and forever free from all encumbrances whatsoever AND the Vendors doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendors done executed or knowingly suffered to the contrary the Vendors is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Land hereby granted conveyed transferred and sold or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition of 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 now has good right and full power and absolute authority to grant the said Land hereby granted or expressed 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 hold possess and enjoy in the said Land and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors AND THAT all land revenue, rates taxes all other impositions and/or outgoings payable in respect of the said Land by the Vendors have been paid in full up to the date of these presents AND THAT the Vendors does not hold any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and the said Land or any part thereof has not

been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act, 1961 to the knowledge of the Vendors AND THAT no notice has been served on the Vendors for the acquisition of the said Land or any part thereof under Land Acquisition Act, 1894 or under Right to Fair Compensation & Transparency in Land Acquisition Rehabilitation & Resettlement Act, 2013 or under any other law or Acts and/or rules made or framed there under and the Vendors has no knowledge or issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said Land or any part thereof AND THAT the Vendors has no knowledge as to any suit and/or proceeding being pending in any Court of law affecting the said Land and/or any part thereof nor with the knowledge of the Vendors the same has been lying attached under any writ or attachment of any Court or Revenue Authority AND that the Vendors and all person or persons having or lawfully claiming any estate or interest 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 or executed all such acts deeds and things whatsoever for further and more perfectly assuring said Land and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required and Further the Vendors shall at the cost and charges of the Purchaser produce all documents to effectively prove their title and shall keep the documents as maintained in Scheduled "B 1" undertaken to the purchaser and shall keep the documents as maintained the scheduled "B2" un obliged and safe.

SCHEDULE

All that piece and parcel of land measuring and containing 19 Decimals of Danga land a bit more or less lying and situated at L.R.Dag No.2446, L.R.Khatian Nos.462 and 365 corresponding to R.S.Dag No.2283/2518, R.S.Khatian No.1325, Mouza-

corresponding to R.S.Dag No.2283/2518, R.S.Khatian No.1325, Mouza- Kusumba, J.L. No. 50, Touji No. 255, Additional District Sub Registrar, Sonarpur, District- South 24 Parganas, under Rajpur Sonarpur Municipality, as detailed below : *On Nearest Kusumba R*

Vendor No.	L.R. Dag No	R.S. Dag No.	L.R. Khatian No.	R.S. Khatian No	Quantum
1.	2446	2283/2518	365	1325	6.00 decimal
2.	2446	2283/2518	462	1325	6.00 decimal
3.	2446	2283/2518	462	1325	7.00 decimal

And butted and bounded by:

- On the South - R.S. Dag No. 2333
- On the West - R.S. Dag No. 2283/2518 (Part)
- On the North - R.S. Dag No. 2283/2518 (Part)
- On the East - R.S. Dag No. 2332

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

SIGNED, SEALED AND DELIVERED

By the VENDORS at Kolkata

In presence of:

Mainab Hinnig

Bayer Park

*Pishua - Dist Hooghly
712248*

Sabha Chaudhary

*H.C. Screen
Sonarpur, Kolkata - 700150*

SIGNED, SEALED AND DELIVERED

By the PURCHASER at Kolkata

In presence of:

Mainab Hinnig

Bayer Park

*Pishua Dist - Hooghly
712248*

Sabha Chaudhary

*H.C. Screen
Sonarpur
Kolkata - 700150*

গঙ্গাধর হালদার

যুব হালদার

শিবপরিবার

For Daffodil Tower Pvt. Ltd.
For Premkunj Enclave Pvt. Ltd.
For Panchshree Realtors Pvt. Ltd.
For Sankatsathi Properties Pvt. Ltd.
For Sidhimangal Complex Pvt. Ltd.
For Brightful Residency Pvt. Ltd.
For Shivpariwar Real Estate Pvt. Ltd.

C. S. Khatun

Authorized Signatory

Abdul Khabir Mondal

Baderia Alam Mondal

Rehana Bibi

Najim Hasan Mallik

Nasir Saikat

Abul Kalam Khan

Asif Haldar

Drafted By
Arindam Das
Advocate
High Court, Calcutta
F/144/2012

ROUGH SKETCH OF R.S. DAG NO-2283/2518
 AT MOULA - KUSUMBA TOTAL AREA OF LAND = 50.2 DEC.
 AS PER MOULA MAP SCALE MEASUREMENT.

VENDOR YUSUFALI HALDER & OTHERS

SCALE _____

For Daffodil Tower Pvt. Ltd.
 For Premkunj Enclave Pvt. Ltd.
 For Panchshree Realtors Pvt. Ltd.
 For Sankhatsathi Properties Pvt. Ltd.
 For Siddhimagal Complex Pvt. Ltd.
 For Brightful Residency Pvt. Ltd.
 For Shivpariwari Real Estate Pvt. Ltd.

C. S. KATHIA
 Authorised Signatory



Abdul Khalik Mondal
Badea Alam Mondal
Rehana Bibi
Najim Hossain Mollik
Nazim Sarker.

Arif Haldar
Abul Kalam Haldar
Yusuf Haldar
27/5/14 21/04/14
20/2/14 21/4/14 21/4/14

S. K. ROY
 12/2, OLD POST OFFICE STREET
 KOLKATA-1

REF: GIVEN SKETCH