2-5463/11



J 45AA 817203 to registration, the signature sheets and

the endorsement sheets attached with this document are part of this document

TO JUL WIL

THIS INDENTURE made this | The day of And Two Thousand Eleven

**BETWEEN AYNAL PIYADA,** son of Late Jabed Ali Molla, residing at Manickpur, P.O. Harinavi, P.S. Sonarpur hereinafter jointly 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 respective heirs, executors, administrators legal representatives and assigns) of the **FIRST PART** 

#### AND

KYAL REALESTATE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 36/1A Elgin Road, Kolkata 700020, hereinafter referred to as the <u>PURCHASER</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the <u>SECOND PART</u>

#### AND

MOHAMMAD ALI LASKAR son of Late Mokbul Ali Laskar, residing at Manikpur, P.O. Harinavi, P.S. Sonarpur, District 24 Parganas South 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 respective heirs, executors, administrators legal representatives and assigns) of the **THIRD PART** 

#### WHEREAS:

A. By a Bengali Kobala dated the 13th day of September, 1962 made between one Arshed Ali Mistry, Smt. Bhodi Bibi and Smt. Rupjan Bibi therein jointly referred to as the Vendors of the One Part and one Krishnalal Nandalal, A Hindu Joint Family Firm, represented by its Partners Krishnalal and Nandalal therein referred to as the Purchaser of the Other Part and registered at the office of Sub-Registrar Baruipur in Book No.I, Volume No.101, Pages 67 to 78, Being No.8548 for the year 1962, the said Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land measuring an area of 51 Sataks (in R.S./L.R. Dag No.640 – 20 staks, in R.S./L.R. Dag No.641 – 9 sataks, in R.S./L.R. Dag No.642 – 12 sataks and in R.S./L.R. Dag No.643 – 10 sataks) be the same a little more or less

situate lying at Mouza Manickpore, J.L. No.77, Police Station Sonarpur, R.S No.226, Touzi No.95, Khatian Nos.357, 358, 376, in the District of the then 24-Parganas absolutely and forever more fully and particularly described in the schedule thereunder written (hereinafter referred to as the said entire land).

- B. By another Bengali Kobala executed in 1965 made between the said Krishnalal Nandalal, A Hindu Joint Family Firm, represented by its Partners Krishnalal and Nandalal therein referred to as the Vendor of the One Part and one Kachimuddin Molla, Noor Mohammed Molla and Ahamed Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District registrar at Alipore in Book No.I, Volume No.32, Pages 1 to 5, Being No.859 for the year 1965, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the entire land absolutely and forever morefully and particularly described in the schedule thereunder written.
- C. By another Bengali Kobala dated the 15th day of July, 1966 made between the said Kachimuddin Molla and Noor Mohammad Molla therein jointly referred to as the Vendors of the One Part and one Jainal Piyada, Aaynal Piyada and Babulal Piyada all were minors and represented by their mother and natural guardian Marijan Bibi therein jointly referred to as the Purchasers of the Other Part and registered at the office of Sub-Registrar at Baruipur, in Book No.I, Volume No.121, Pages 1 to 4, Being No.9487 for the year 1966, the said Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That their undivided  $2/3^{rd}$  part or share in the said entire land absolutely and forever morefully and particularly described in the schedule thereunder written.
- D. Thus the Jainal Piyada, Aaynal Piyada and Babulal Piyada and Ahmed Molla became the absolute owners of the said entire land measuring an area of 51 sataks be the same a little more or less in Mouza Manickpore, J.L. No.77, R.S No.226, Touzi No.95, Khatian Nos.376, 357 and 358.

- E. Thereafter the said Jainal Piyada, Aaynal Piyada and Babulal Piyada had recorded their respective names in the Block Land and Land Reforms Officer, Sonarpur and remained in peaceful possession of the same for over a period of 12 years.
- F. The said Jainal Piyada, died intestate leaving him surviving the five daughters namely Kohinoor Bibi, Jahinoor Bibi, Rehana Bibi, Sahana Khatun, Sabina Khatoon, one son namely Mustafa Piyada, and one wife Marian Bewa, as his only legal heirs who upon his death jointly inherited his share in the said Entire Land.
- G. The said Legal Heirs of Jainal Piyada, Aaynal Piyada, Babulal Piyada and Ahmed Molla have by a Registered Deed of Partition of even date partitioned amongst themselves the said entire land as follows:-
  - (i) The said Legal Heirs of Jaynal Piyada was allotted All That the piece and parcel of demarcated land measuring 0.67 decimal out of 20 decimal in R S/LR Dag No. 640; 5.8 decimal out of 12 decimal in RS/LR Dag No.642; 4.86 decimal out of 10 decimal in RS/LR Dag No. 643 aggregating in all to 11.33 decimal;
  - (ii) The said Aynal Piyada, vendor herein was allotted All That the piece and parcel of demarcated land measuring 2.33 decimal out of 20 decimal in R S/L R Dag No. 640 and the entire 09 decimal in R S/LR Dag No. 641 aggregating in all to 11.33 decimal;
  - (iii) The said Babulal Piyada was allotted All That the piece and parcel of demarcated land measuring 6.2 decimal out of 12 decimal in R S/LR Dag No. 642 and 5.14 decimal out of 10 decimal in RS/LR Dag No.643 aggregating in all to 11.34 decimal;
  - (iv) The said Ahmed Molla was allotted All That the piece and parcel of demarcated land measuring 17 decimal out of 20 decimal in R S/LR Dag No. 640 at Mouza Manickpore, J.L. No. 77, L.R. Khatian

No. 260, 570, 470, 526, 83, 95, P.S. Sonarpur in the District of South 24 Parganas.

- H. Thus the said Vendor herein became entitled to All That the demarcated piece and parcel of land measuring an area of 11.333 decimal comprised of 2.33 decimal out of 20 decimal in R S/L R Dag No. 640 and the entire 09 decimal in R S/LR Dag No. 641 at Mouza Manickpore, J.L. No.77, Police Station Sonarpur, R.S No.226, Touzi No.95, L.R. Khatian Nos.260, 570, 526, 470,83,95 in the District of South 24-Parganas.
- I. The Vendor has agreed to sell and the Purchaser has agreed to Purchase the land measuring 2.33 decimal out of 20 decimal in R S/L R Dag No. 640 at Mouza Manickpore, J.L. No.77, Police Station Sonarpur, R.S No.226, Touzi No.95, L.R. Khatian Nos.260, 570, 526, 470,83,95 in the District of South 24-Parganas free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature at or for a consideration of Rs. 1,89,143/- (Rupees one Lakh Eighty Nine Thousand One Hundred Forty Three only) and particularly described as Schedule hereunder written (hereinafter referred to as the SAID LAND).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,89,143/- (Rupees one Lakh Eighty Nine Thousand One Hundred Forty Three only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor do 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 Purchaser and the said land) the Vendor do hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the demarcated piece and parcel of land measuring 2.33 decimal out of 20 decimal of land in R S/L R Dag No. 640, L.R. Khatian No. 260, 570,526, 470,83,95 in the District of South 24 Parganas more fully and particularly described SCHEDULE hereunder written and demarcated part and portion of R.S./L.R. Dag Nos. 640 is 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 areas sewers drains ditches ancient and other lights, 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 it 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 Vendor do hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing by the Vendor or their respective 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 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 Vendor or any person or persons lawfully or equitably claiming from under or in trust for it 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 it the Vendor 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 demarcated piece and parcel of land measuring 2.33 decimal out of entire 20 decimal in R S/L R Dag No. 640 be the same a little more or less situate lying at Mouza Manickpore, J.L. No. 77, Police Station Sonarpur, R.S No.226, Touzi No.95, L.R. Khatian No. 260, 570, 470, 526, 83, 95 in the District of South 24 Parganas and the demarcated part and portion of the said land is delineated in the map or plan annexed hereto as bordered in colour RED thereon and butted and bounded in the following manner:-

THE NORTH

By R.S. Dag No. 540

ON THE EAST

By R.S. Dag No. 639

ON THE SOUTH :

By R.S. Dag No. 641

ON THE WEST

By By R.S. Dag No. 640

subscribed their respective hands and seals the day month and year first above written.

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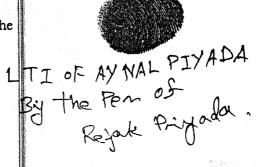
IN WITNESS WHEREOF the Parties have hereunto set and

#### SIGNED SEALED AND DELIVERED

by the **VENDOR** at Kolkata in the presence of:

Refalk Riyada.

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#### SIGNED SEALED AND DELIVERED

by the **CONFIRMING PARTY** Kolkata in the presence of:

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MD Ali 68/Kg

RECEIVED of and from the withinnamed Purchaser the within-mentioned sum of Rs. 1,89,143/- (Rupees one Lakh Eighty Nine Thousand One Hundred Forty Three only) being the full consideration money as per Memo below:

#### MEMO OF CONSIDERATION

By Cash

Rs. 1,89,143/-

Rs. 1,89,143/- (Rupees one Lakh Eighty Nine Thousand One Hundred Forty Three only)

#### WITNESSES:

Rejak Priyada,

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By the Pen of
Rejah Priyada.

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SITE PLAN OF LAND IN R.S DAG NO -640,641,642,643 AT MOUZA - MANICKPUR, J.L. NO-77, P.S- SONARPUR, DIST -24 SHOWN IN RED BORDER-SCALE- 1"=30'-0" FT DAG NO-6 3 4 90'-6" 17 DEC M/L 100,-0 D A G NO- 632 2.33 DEC M/L 47'-10" 5.5 DEC M/L 5.80 R.S D A G NO- 642 5.5 DEC M/L 5.80 DEC M/L 4 R.S D A G NO-641 45'-7" R.S R.S D A G 3 NO- 643 9 DEC M/L 4.50 DEC M/L 645 ģ 36'-2" O 48'-0" R. S DAG NO- 6 4 4 TRACE BY: -R.S MD. Rh. 69 19

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## SPECIMEN FORM FOR TEN FINGER PRINTS

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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 - 05463 of 2011 (Serial No. 05248 of 2011)

Certified that the required stamp duty of this document is Rs.- 11359 /- and the Stamp duty paid as: Impresive Rs.- 10/-

#### **Deficit stamp duty**

Deficit stamp duty Rs. 11359/- is paid, by the draft number 671308, Draft Date 11/07/2011, Bank Name State Bank of India, GOKHALE ROAD, received on 19/07/2011

( Dulai Chandra Saha ) DISTRICT SUB-REGISTRAR-IV



( Dual ChandraSaha ) DISTRICT SUB-REGISTRAR-IV

19/07/2011 17:13:00

EndorsementPage 2 of 2

### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 18 Page from 3083 to 3097 being No 05463 for the year 2011.



(Dulai Chandrasaha) 20-July-2011 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS West Bengal