

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL NO - 00 9.892/11

45AA 817206

Seruned that the document is admined to registration, the signature sheets and the endorsement sheets attached with bis document are part of this document

THIS INDENTURE made this 18 4 day of

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WHAT



# **Government Of West Bengal**

# Office Of the D.S.R.-IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 05465 of 2011 (Serial No. 05249 of 2011)

On

**Payment of Fees:** 

On 18/07/2011

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

Presented for registration at 19.05 hrs on :18/07/2011, at the Private residence by Mohammad Ali Laskar, one of the Executants.

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

Execution is admitted on 18/07/2011 by

- 1. Aynal Piyada, son of Lt. Jabed Ali Molla, Manickpur, , , Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Harinavi, By Caste Muslim, By Profession: ----
- 2. Mohammad Ali Laskar, son of Lt. Mokbul Ali Laskar, Manickpur, , , Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Harinavi, By Caste Muslim, By Profession: ----

Identified By Rejak Piyada, son of Aynal Piyada, Manickpur Math Musalman Para, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

( Dulai Chandra Saha ) DISTRICT SUB-REGISTRAR-IV

# On 19/07/2011

# 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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

# Payment of Fees:

Amount By Cash

Rs. 0/-, on 19/07/2011

Amount by Draft

Rs. 8069/- is paid, by the draft number 671307, Draft Date 11/07/2011, Bank Name State Bank of India, GOKHALE ROAD, received on 19/07/2011

(Under Article: A(1) = 8030/-, E = 7/-, H = 28/-, M(b) = 4/- on 19/07/2011)

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

(៘al ChandraSaha ) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

19/07/2011 17:13:00



# **Government Of West Bengal**

# Office Of the D.S.R.-IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 05465 of 2011 (Serial No. 05249 of 2011)

Certified that the required stamp duty of this document is Rs.- 43846 /- and the Stamp duty paid as: Impresive Rs.- 10/-

# **Deficit stamp duty**

Deficit stamp duty Rs. 43846/- is paid, by the draft number 671306, Draft Date 11/07/2011, Bank Name State Bank of India, GOKHALE ROAD, received on 19/07/2011

( Dulal Chandra Saha ) DISTRICT SUB-REGISTRAR-IV



( Dúlál ChandraSaha ) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2

**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 ENCLAVE 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 **PURCHASER** (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 **SECOND PART** 

#### 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 Krishnala 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 2/3rd 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.
- H. The Vendor has agreed to sell and the Purchaser has agreed to Purchase the land measuring entire 9 decimal in R S/L R 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 free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature at or for a consideration of Rs. 7,30,595/- (Rupees Seven Lakh Thirty Thousand Five Hundred Ninety Five 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. Rs. 7,30,595/-(Rupees Seven Lakh Thirty Thousand Five Hundred Ninety Five only)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 entire 09 decimal of land in R S/L R Dag No. 641, 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. 641 is shown and 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 entire 09 decimal of land in R S/L R Dag No. 641be 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, 526, 470, 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. 640

**ON THE EAST**: By R.S. Dag No. 639

**ON THE SOUTH**: By R.S. Dag No. 644

**ON THE WEST**: By By R.S. Dag No. 643 (P) & 642 (P)

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

## SIGNED SEALED AND DELIVERED

by the  $\underline{\textbf{VENDOR}}$  at Kolkata in the presence of :

1. Rejak Prij ada.
Vill- Manitek Puz J
P.O. Harimani
P.J. Sanar Puz
Dis-24 Pargames (S)
2. 24 Pargames (S)

LTI OF AYNAL PIXADA
By the Pen of
Rejak Prijada.

# SIGNED SEALED AND DELIVERED

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

1. Rejak Piyada.

MD. Ali 68 FS

**RECEIVED** of and from the withinnamed Purchaser the within-mentioned sum of Rs. Rs. 7,30,595/- (Rupees Seven Lakh Thirty Thousand Five Hundred Ninety Five only) being the full consideration money as per Memo below:-

### MEMO OF CONSIDERATION

By Cash

Rs. 7,30,595/-

Rs. 7,30,595/- (Rupees Seven Lakh Thirty Thousand Five Hundred Ninety Five only)

## **WITNESSES:**

Rejork Prijada.

SINCE FREK INC.

LTI OF AYNAL PIYADA By the Pen of Rejak Prijada.

Rome Conder

Alifore Ratice Court

Callesitta - 22

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 PGS(S), SHOWN IN RED BORDER-

SCALE- 1"=30'-0" FT R. S DAG NO-6 3 4 90'-6" 632 17 DEC M/L R.S 6 62'-0" NO- 632 DAG 44'-0" 2.33 DEC M/L 47'-10" 646 57'-0" 5.5 DEC M/L 5.80 DEC M/L DAG R.S m ဖ ΑG Δ R.S. D A G NO-641 45'-7" 45'-6" 83'-0" M/L 3 4.86 D A G 5 NO- 643 4.50 DEC M/L 9 DEC M/L 4.86 DEC M/L 645 R.S ģ S 36'-2" 47'-0" 48'-0" DAG NO- 6 4 4 TRACE BY: -

LTI OF AYNAL PIYADA MD. Ali USUG By the Pen of Rejak Prijada,

# SPECIMEN FORM FOR TEN FINGER PRINTS

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		(Left Hand)			
	Thumb	Fore	Middle	Ring	Little
( , , , , , )	V Aga		Right Hand	i)	
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	Thumb	Fore	Middle Right Hand	Ring	Little
Name AYNAL	- PIY	ADA.			
Signature		LTI	of A' X the Payad	YNAL Pen of	P.IYA DA
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			Left Hand		
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Name. MOH	AMMA		Right Hand		R
Signature. A.D	4 L. L.	28/15			

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 18 Page from 3116 to 3130 being No 05465 for the year 2011.



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