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J-8085/13



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

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Bank Stamp:
 08 OCT 2003
 21 OCT 2013
Signature: J. J. J.

THIS INDENTURE made this *26th* day September, Two Thousand Thirteen **BETWEEN FARAJ GAYEN** alias **FARAZ ALL GAYEN**, son of Late Mobarak All Gayen, resident of Dakshinpara, Jagannathpur, P.O. Ramkrishna Pally, Sonarpur 700150, District South 24 Parganas, **JUMMAD ALL GAYEN** alias **JUMMAN ALL GAYEN**, son of Late Mobarak Gayen, resident of Dakshinpara, Sonarpur, District South 24 Parganas and **ALEMA BIBI** alias **ALEYA BIBI**, wife of Golam Mandal, resident of Dakshinpara, Sonarpur, 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 her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND DEVALOKE DEVELOPERS LIMITED**, a company duly incorporated under the Companies Act, 1956 having its registered office at No. 82, Garia Main

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Sl. No. 9560
Business Summit District Inroadhering Adm
Address: Ali Rose, Kottai
P. S.
Vendor: 5/0 by 10/27

VC. 1977/13 Santosh Kr. Day
ALIPUR POLICE COURT
Kottai - 27

FOR DEVALOKE DEVELOPERS LTD
Senthakumarch

Director

33310


08 OCT 2013

FOR DEVALOKE DEVELOPERS LTD

Senthakumarch

Director

33311

Senthakumarch

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Mahim Mandal
S/o Late. Rahim Mandal
Jengamattur, R.K. Pally
Kot - 150



08 OCT 2013

Road, Kolkata - 700 084 represented by its Director, Sukanta Kundu, son of Sankar Kundu, working for gain at 47, Garia Main Road, Mahamayatala, Kolkata 700084, 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 **OTHER PART** :

WHEREAS :

- A. By a deed of conveyance dated 19th November 1956 duly registered in the office of the Sub-Registrar, Baruipur and recorded therein in Book No. 1, Volume No. 93 at pages 80 to 82 being Deed no. 7949 of 1956, one Hayatunnessa Bibi purchased, inter alia, the entirety of the danga land admeasuring 0.32 acres, be the same a little more or less, contained in R.S. Dag No. 16 (now renumbered as L.R. Dag No. 7) situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas, such land being more fully and particularly described in the Schedule hereunder written.
- B. Inasmuch as only 8 annas share in the said R.S. Dag No. 16 was shown to be recorded in the name of Hayatunnessa Bibi and the balance 8 annas share was wrongly recorded in the name of Arjed Ali Mondal and Marjina Khatoon in the Record of Rights, the said Hayatunnessa Bibi instituted T.S. Case No. 4/86 in the Court of the Learned 2nd Munsiff at Baruipur against the said Arjed Ali Mondal and Marjina Khatoon. By a judgment and decree dated 5th May 1987, the Learned 2nd Munsiff at Baruipur was pleased to decree the said suit by declaring that the said recording of 8 annas share in the said R.S. Dag No. 16 in the name of Arjed Ali Mondal and Marjina Khatoon was without any basis and that the said Hayatunnessa Bibi was the absolute owner of the entirety of the land contained in the said R.S. Dag No. 16 (thereafter renumbered as L.R. Dag No. 7).
- C. By a Deed of Conveyance dated 9th June 1995 made by and between the said Hayatunnessa Bibi as Vendor and one Shibrabata Sengupta as Purchaser and duly registered in the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 62 at pages 375 to 381 being Deed no. 4073 of 1995, the said Hayatunnessa Bibi sold a demarcated area admeasuring 3 cottahs 5 chhitaks 10 square feet out

of the total land contained in the said R.S. Dag No. 16, L.R. Dag No. 7 situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas to the said Shhabrata Sengupta.

D. By another Deed of Conveyance dated 9th June 1995 made by and between the said Hayatunnessa Bibi as Vendor and one Gouri Dasgupta as Purchaser and duly registered in the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 62 at pages 382 to 389 being Deed no. 4074 of 1995, the said Hayatunnessa Bibi sold a demarcated area admeasuring 3 cottahs 2 chhitaks 39 square feet out of the total land contained in the said R.S. Dag No. 16, L.R. Dag No. 7 situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas to the said Gouri Dasgupta.

E. By a further Deed of Conveyance dated 26th May 1995 made by and between the said Hayatunnessa Bibi as Vendor and one Dev Kumar Bandyopadhyay as Purchaser and duly registered in the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 56 at pages 55 to 62 being Deed no. 3630 of 1995, the said Hayatunnessa Bibi sold a demarcated area admeasuring 2 cottahs 13 chhitaks 19 square feet out of the total land contained in the said R.S. Dag No. 16, L.R. Dag No. 7 situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas to the said Dev Kumar Bandyopadhyay.

F. The total land sold and transferred by the said Hayatunnessa Bibi to the aforesaid three individuals aggregated to 9 cottahs 5 chhitaks 23 square feet being equivalent to 16 sataks.

G. The said Hayatunnessa Bibi who was a Muslim governed by the Hanafi School of Law died intestate on the 17th day of August, 2006 leaving her surviving her two sons Faraj Ali Gayen and Jummad Ali Gayen and her daughter Aleya Bibi, being the Vendors abovenamed, as her only heirs and legal representatives who jointly inherited the said land absolutely and forever.

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H. Correction of the Record of Rights in terms of the aforesaid decree dated 5th May 1987 passed by the Learned 2nd Munsiff at Barupur in T.S. Case No. 4/86 has not yet been carried out though the Vendors have at all material times been and continue to remain in peaceful, vacant khas possession of the entirety of the land described in the Schedule hereto and bordered in Red ink in the map or plan annexed hereto

I. The Vendors have agreed to sell and the Purchaser has agreed to purchase free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature All That the 12 decimals of land being the demarcated Western portion of the land contained in R.S. Dag No. 16 (now numbered as L.R. Dag No. 7) situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas, such land being more fully described in the Schedule hereto and bordered in Red ink in the map or plan annexed hereto, at and for the consideration of a sum of Rs. 24,30,000/- (Rupees twenty four lacs thirty thousand only)

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 24,30,000/- (Rupees twenty four lacs thirty thousand 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 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 Vendors do and each of them doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the 12 decimals of land being the demarcated Western portion of the land contained in R.S. Dag No. 16 (now numbered as L.R. Dag No. 7) situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map/plan annexed hereto and bordered in Red thereon **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 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 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 Vendor or any other person or persons from whom the Vendors may procure the same without any action or suit **TO HAVE AND TO HOLD** the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances whatsoever.

THE VENDORS DO AND EACH OF THEM DO HEREBY COVENANT WITH THE PURCHASER as follows :

(a) **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 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 :

(b) **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 sold, granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid :

(c) **THAT** 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 :

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- (d) THAT the land or any part or portion thereof or any interest therein has not vested in the State of West Bengal and/or has not been acquired and no notice of acquisition or requisition has been served upon the Vendors :
- (e) THAT all taxes, land revenue and impositions payable in respect of the said lands upto the date of these presents have been fully paid by the Vendors and if any portion of such taxes, levies, impositions etc. is or are found to have remained unpaid for the period upto the date of these presents, the same shall be paid by the Vendors forthwith upon demand :
- (f) THAT the Vendors have not entered into any agreement for sale in respect of the said land or any part or portion thereof or any interest therein and the same is also not the subject matter of any litigation :
- (g) THAT the Vendors or their predecessors in interest have not taken any loan or other financial accommodation against the security of the said land or any part or portion thereof :
- (h) 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 :
- (i) 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 them, 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.

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THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of danga land admeasuring 12 decimals, be the same a little more or less, being the demarcated Western portion of the land contained in R.S. Dag No. 16 (now numbered as L.R. Dag No. 7) under L.R. Khatian Nos. 70 and 389 situate and lying at situate and lying at Mouza Nischintapur, J.L. No. 53, P.S. Sonarpur, Sub-Registry Office Sonarpur in the District of South 24 Parganas, such demarcated area being shown and delineated in the map/plan annexed hereto and bordered in Red thereon

IN WITNESS WHEREOF the parties 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 :



Signature of Vendor
20/06/2018

Signature of Vendor

SIGNED AND ACCEPTED

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

Channing Kumar Das
c/o Baidyogin Palit,
Kolkata - 700092.

Dipika Bandyopadhyay
82, Ganga Road,
Kolkata - 700084.

For DEVALOKE DEVELOPERS LTD.
Signature of Director

Director

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 24,30,000/- (Rupees twenty four lacs thirty thousand only) being the total consideration payable as per particulars below:

By Pay Order No. 039011... dated .25/09/2013
issued by Axis Bank Ltd., Garia Branch in favour
of Faraz Ali Gayen Rs. 9,32,000.00

By Pay Order No. 039000... dated .25/09/2013
issued by Axis Bank Ltd., Garia Branch in favour
of Jumman Ali Gayen Rs. 1,72,000.00

By Pay Order No. 039005... dated .25/09/2013
issued by Axis Bank Ltd., Garia Branch in favour
of Alema Bibi Rs. 4,86,000.00

Total Rs. 24,30,000.00
(Rupees twenty four lacs thirty thousand only)

WITNESSES:

Chinmay Kumar Das
C/16 Baidyapatti, Patti,
Kolkata - 700092. *20/09/2013*

Asst. Secy
82, Gini Road,
Kolkata - 700084. *53/4/13*

Drafted by me,
Advocate
Advocate *W 8/200/1003*

31/6/2013

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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 - 08085 of 2013
(Serial No. 08170 of 2013 and Query No. 1604L000016701 of 2013)

On 08/10/2013

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

Presented for registration at 21.10 hrs on :08/10/2013, at the Private residence by Sukanta Kundu, Claimant.

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

Execution is admitted on 08/10/2013 by

1. Faraj Gayen Alias Faraz Ali Gayen, son of Lt. Mobarak Ali Gayen , Dakshinpara Jagannathpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Muslim, By Profession : ----
2. Jummad Ali Gayen Alias Jumman Ali Gayen, son of Lt. Mobarak Ali Gayen , Dakshinpara Jagannathpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Muslim, By Profession : Others
3. Alema Bibi Alias Aleya Bibi, wife of Golan Mandal , Dakshinpara Sonarpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
4. Sukanta Kundu
Director, Develoche Developers Ltd, 82 Geria Main Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084,
, By Profession : ----
Identified By Mahim Mandal, son of Lt. Rahim Mandal, Jagannathpur R K Pally, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste: Hindu, By Profession: ----.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 09/10/2013

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.-24,30,000/-

Certified that the required stamp duty of this document is Rs.- 145810/- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 145000/- is paid , by the draft number 507626, Draft Date 27/09/2013, Bank : State Bank of India, Specialised Insti Bkg Kolkata, received on 09/10/2013

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

On 21/10/2013



(Handwritten signature)

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 1 of 2

21/10/2013 11:55:00

NAME ALEMA BIBI @ ALEYA BIBI
SIGNATURE *(Handwritten signature)*

TRAVEL

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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 : 1 - 08085 of 2013
(Serial No. 08170 of 2013 and Query No. 1604L000016701 of 2013)

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

Rs. 26758/- is paid , by the draft number 507627, Draft Date 27/09/2013, Bank Name State Bank of
India, Specialised Insti Bkg Kolkata, received on 21/10/2013

(Under Article : A(1) = 26719/- , E = 7/- , H = 28/- , M(b) = 4/- on 21/10/2013)

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV



Ashoke

21/10/2013 11:55:00

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

NAMEALEXA BIBI @ ALEYA BIBI.....

SIGNATURE*ALEXA BIBI @ ALEYA BIBI*.....

MEMORANDUM
DATE: 11/27/1964
TO: SAC, NEW YORK
FROM: SAC, NEW YORK (100-100000)



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RE: [Illegible]

On 11/27/64, [Illegible] advised that [Illegible]

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NAME ..SUKANRA KUNDU.....

SIGNATURE ..Sukanta Kundu.....



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NAME ..FARAZ GAYEN @ FARAZ ALI GAYEN

SIGNATURE ..Faraz Gayen.....



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Left Hand					
Right Hand					

NAME ..JUMNA ALI GAYEN @ JUMNA ALI GAYEN

SIGNATURE ..Jumna Ali Gayen.....



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NAME ..ALEMA BIBI @ ALEMA BIBI

SIGNATURE ..Alema Bibi.....

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 41
Page from 2656 to 2669
being No 08085 for the year 2013.



(Signature)
(Emritkananda) 28-October-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal