108174 R.S.DAG 18/MOUZA NISCHINTAPUR I-8787/13

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL H 659479

[redacted]

08 OCT 2013 21 OCT 2013

THIS INDENTURE made this 26th day September, Two Thousand Thirteen **BETWEEN** **FARAJ GAYEN alias FARAZ ALI GAYEN,** son of Late Mobarak Ali Gayen, resident of Dakshinpara, Jagannathpur, P.O. Ramkrishna Pally, Sonarpur 700150, District South 24 Parganas, **JUMMAD ALI GAYEN alias JUMMAN ALI 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

25 SEP 2013

Sl. No. 9558 Dt. ..... Rupees 1000

M/s.Sri/Smt. Sumit Dutta Choudhury Adv

Address Alipore Police Court

P. S. .....

Vendor KOL-27

Santosh Kr. Dey
ALIPUR POLICE COURT
Kolkata - 27

2-1800/13

For DEVALOKE DEVELOPERS LTD.

Director

3310

For DEVALOKE DEVELOPERS LTD.

Director

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Mahim Mandal.
S/o Late Rahim Mandal.
Jagannathpur. R.K. Pally,
Kol - 150

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

Endorsement For Deed Number : I - 08087 of 2013
(Serial No. 08174 of 2013 and Query No. 1604L000016702 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 Golam Mandal , Dakshinpara Sonarpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
4. Sukanta Kundu
   Director, Devaloke Developers Ltd, 82 Garia 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.-17,20,000/-

Certified that the required stamp duty of this document is Rs.- 103210 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 102300/- is paid , by the draft number 507624, 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

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

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

Endorsement For Deed Number : I - 08087 of 2013
(Serial No. 08174 of 2013 and Query No. 1604L000016702 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:

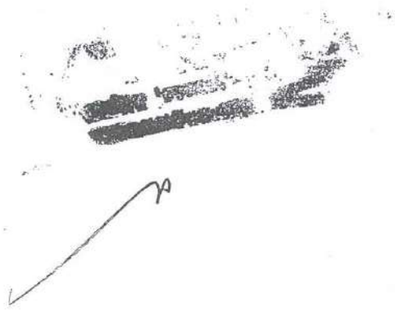
Amount by Draft

Rs. 18948/- is paid , by the draft number 507625, Draft Date 27/09/2013, Bank Name State Bank of India, Specialised Insti Bkg Kolkata, received on 21/10/2013

(Under Article : A(1) = 18909/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 21/10/2013)

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV



Road, Kolkata - 700 084 represented by its Director, Su canta Kundu, son of Sankar Kundu, working for gain at 47, Garia Main R oad, 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 succe ssors-in-interest and assigns) of the **OTHER PART** :

WHEREAS:

A. One Arzed Ali Mondal and one Umber Ali Mondal were the joint owners of the entirety of the land admeasuring 0.17 acres, be the same a little more or less, contained in R.S. Dag No. 18, (now numbered as L.R. Dag No. 6) situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas.

B. The said Arzed Ali Mondal and Umber Ali Mondal amicably partitioned the land contained in the said R.S. Dag No. 18 amongst themselves and started enjoying their respective portions of the said land.

C. By a deed of conveyance dated 19th November 1956 made by and between the said Umber Ali Mondal as Vendor and one Hayatunnessa Bibi as Purchaser and 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, the said Hayatunnessa Bibi purchased, inter alia, the demarcated share of the said Umber Ali Mondal in the said R.S. Dag No. 18 situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas.

D. 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 Faroj 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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E. By a deed of conveyance dated 25th June 2010 duly registered in the office of the District Sub-Registrar - IV, South 24 Parganas and recorded therein in Book No. 1, CD Volume No. 17 at pages 4967 to 4986 being Deed no. 5017 of 2010, the Vendor abovenamed purchased from the successors-in-interest of the said Arzed Ali Mondal, inter alia, the demarcated share originally belonging to Arzed Ali Mondal in the said R.S. Dag No. 18 (now numbered as L.R. Dag No. 6) situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas.

F. In the circumstances aforesaid, the Vendors abovenamed are the joint owners of a demarcated fifty percent share in the said R.S. Dag No. 18, L.R. Dag No. 6 situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas while the Purchaser abovenamed is the owner of the balance land in the said dag.

G. 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 8.50 decimals of land being the demarcated Western portion of the land contained in R.S. Dag No. 18 (now numbered as L.R. Dag No. 6) 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. 17,20,000/- (Rupees seventeen lacs twenty thousand only)

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 17,20,000/- (Rupees seventeen lacs twenty 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 8.50 decimals of land being the

demarcated Western portion of the land contained in R.S. Dag No. 18 (now numbered as L.R. Dag No. 6) 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 HEM DOTH 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,

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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 ;

(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,

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Seal of the Dist. Sub-Registrar - IV, South 24 Pgs, Alipore West Bengal

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 piece and parcel of land admeasuring 8.50 decimals, be the same a little more or less of land, being the demarcated Western portion of the land contained in R.S. Dag No. 18 (now numbered as L.R. Dag No. 6) under L.R. Khatian No. 569 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 :

Mahim Mandal.
S/O Late Rahim Mandal.
Jagannathpur, R.K. Pally.
Sonarpur, Kol-150

SIGNED AND ACCEPTED
by the **PURCHASER** at Kolkata
in the presence of :

Chinmay Kumar Das
C/16 Baghajatin Palli,
Kolkata - 700092.

Ashish Bagchi
82, Gouri Mansion.
Kolkata - 700084.

For DEVALOKE DEVELOPERS LTD.

Director

18 OCT 2013

MEMO OF CONSIDERATION

R E C E I V E D of and from the within-named Purchaser the within-mentioned sum of Rs. 17,20,000/- (Rupees seventeen lacs twenty thousand only) being the total consideration payable as per particulars below:

By Pay Order No. 039008.. dated .25./09/2013 issued by Axis Bank Ltd., Garia Branch in favour of Faraz Ali Gayen ..... Rs. 6,88,000.00

By Pay Order No. 038997.. dated .25./09/2013 issued by Axis Bank Ltd., Garia Branch in favour of Jumman Ali Gayen ..... Rs. 6,88,000.00

By Pay Order No. 039003. dated .25./09/2013 issued by Axis Bank Ltd., Garia Branch in favour of Alema Bibi ..... Rs. 3,44,000.00

Total **Rs. 17,20,000.00**

(Rupees seventeen lacs twenty thousand only)

ফরাজ আলী গায়েন

জুম্মান আলী গায়েন

আলেমা বিবি

WITNESSES :

Debimay Kumar Das
C/16 Baghajatin Palli,
Kolkata - 700092.

Ashish Bagchi
82, Garia Main Road.
Kolkata. 700084.

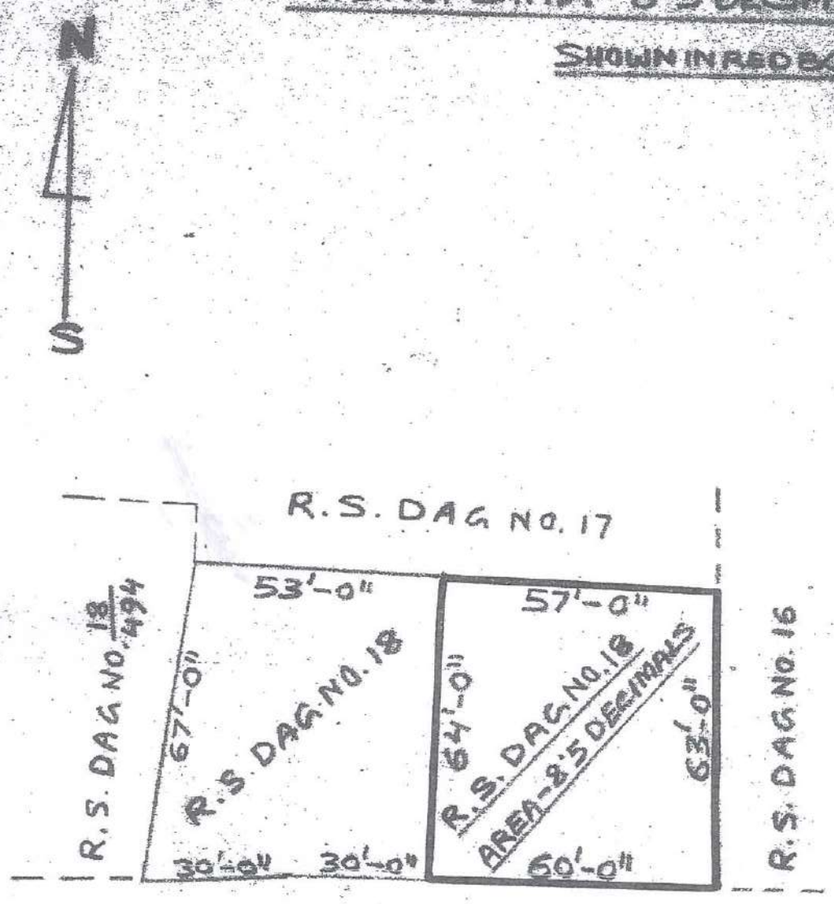
Drafted by me,

Advocate W3/797/1993

08 OCT 2013

SITE PLAN OF R.S. DAG NO. 18 (PART),
MOUZA - NISCHINTAPUR, J.L. NO. 53,
P.S. - SONARPUR, DIST. - 24 PARGANAS (SOUTH),
UNDER RAJPUR - SONARPUR MUNICIPALITY,
SCALE :- 1" = 33'

AREA OF LAND :- 8.5 DECIMALS (NIL)
SHOWN IN RED BORDER



For DEVALOKE DEVELOPERS LTD.
Director

আলেমা বিবি
উপমন্ত্রী আলী সাহেব
ফারুক আলী সাহেব

Amar Das
Regn. No. 0039
DRAWN BY: Amar Das
Narendrapur, Kol. 103

08 OCT 2013

Seal of the Dist. Sub-Registrar
IV, South 24 Pgs
Alipore West Bengal

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME ...SUKANTA KUNDU.....

SIGNATURE ...Sukanta Kundu.....

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME ....FARAJ GAYEN @ FARAJ ALI GAYEN.....

SIGNATURE .....ফরাজ আলী গায়েন.....

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME ....JUMMAD ALI GAYEN @ JUMMAN ALI GAYEN.....

SIGNATURE .....জুম্মান আলী গায়েন.....

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME ....ALEMA BIBI @ ALEYA BIBI.....

SIGNATURE .....আলেমা বিবি.....

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 41
Page from 2683 to 2695
being No 08087 for the year 2013.

Seal of the District Sub-Registrar IV, South 24 Parganas, South 24 Parganas

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