010158

R.S. Dg. 427

I-10204/12

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

A 582937

Certified that the document is accepted as registration ... nature sheets and the endorsement sheets attached with this document are part of this document.

3 1 DEC 2012

DEED OF EXCHANGE

Share;

27 DEC 2012

Sl. No. 4532 Dt. 5000 Rupees
M/s. Sri/Smt. Devaloke Developers Ltd
Address 47, Gariahat Main Rd
P.S. Kol 84
Vendor

Santosh Kr. Dev
ALIPUR POLICE COURT
Kolkata - 27

5000/-

For DEVALOKE DEVELOPERS LTD.

Director

5589
28/12/12

5590

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

26 DEC 2012

আবাস কালী মণ্ডল

Ashish Bagchi
Son of Late Joydeb Bagchi
47 Gariahat Main Road.
Kolkata - 700084.

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

Endorsement For Deed Number : I - 10204 of 2012
(Serial No. 10158 of 2012)

On

Payment of Fees:

On 28/12/2012

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

Presented for registration at 20.10 hrs on :28/12/2012, at the Private residence by Sukanta Kundu , one of the Executants.

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

Execution is admitted on 28/12/2012 by

1. Sukanta Kundu
   Director, Devaloke Developers Ltd, 47 Garia Main Rd, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
   , By Profession : ----
2. Abbas Ali Mondal, son of Lt. Aahammad Ali Mondal , Teghari, Thana:-Sonarpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Muslim, By Profession : Cultivation
3. Ajgar Ali Mondal, son of Lt. Aahammad Ali Mondal , Teghari, Thana:-Sonarpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste Muslim, By Profession : Cultivation

Identified By Ashish Bagchi, son of Lt. Joydeb Bagchi, 47 Garia Main Rd, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste: Hindu, By Profession: ----.

(Srijani Ghosh)
DISTRICT SUB-REGISTRAR-IV

On 31/12/2012

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 : 31, 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. 0.00/-, on 31/12/2012

Amount by Draft

Rs. 40035/- is paid , by the draft number 357564, Date 27/12/2012, Bank Name State Bank of India, FARTABAD, received on 31/12/2012

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

31/12/2012 15:24:00

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

Endorsement For Deed Number : I - 10204 of 2012
(Serial No. 10158 of 2012)

(Under Article : A(1) = 39996/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 31/12/2012)

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.-72,72,720/-M.V. of the property of Greatest Value Rs 36,36,360/-

Certified that the required stamp duty of this document is Rs.- 254555 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49800/- is paid, by the draft number 357596, Draft Date 27/12/2012, Bank Name State Bank of India, FARTABAD, received on 31/12/2012
2. Rs. 49800/- is paid, by the draft number 357597, Draft Date 27/12/2012, Bank Name State Bank of India, FARTABAD, received on 31/12/2012
3. Rs. 49800/- is paid, by the draft number 948766, Draft Date 27/12/2012, Bank Name State Bank of India, GARIA, received on 31/12/2012
4. Rs. 49800/- is paid, by the draft number 948767, Draft Date 27/12/2012, Bank Name State Bank of India, GARIA, received on 31/12/2012
5. Rs. 40000/- is paid, by the draft number 357593, Draft Date 27/12/2012, Bank Name State Bank of India, FARTABAD, received on 31/12/2012
6. Rs. 10360/- is paid, by the draft number 357603, Draft Date 27/12/2012, Bank Name State Bank of India, FARTABAD, received on 31/12/2012

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

31/12/2012 15:24:00

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

Share;

DEED OF EXCHANGE

THIS DEED OF EXCHANGE is made on this 28th day of December 2012 by and BETWEEN DEVALOKE DEVELOPERS LIMITED, a company duly incorporated under the Companies Act, 1956 having its registered office at 47, Garia Main Road, Kolkata – 700 084, represented by its Director Sukanta Kundu son of Sankar Kundu residing at 16, Nazrul Pally, P.O. – Laskarpur, P.S. – Sonarpur 24 Parganas (South) hereinafter referred to as the PARTY OF THE FIRST PART which expression will include its assignees, executors and administrators unless repugnant to the context or specifically excluded hereinafter, on the ONE HAND;

AND

(1) ABBAS ALI MONDAL (2) AJGAR ALI MONDAL both sons of Late Aahammad Ali Mondal by faith Islam by occupation cultivation, both residing at village Teghari, P.O.- R.K. Pally, P.S. – Sonarpur, Kolkata – 700 150 hereinafter referred to as the PARTY OF THE SECOND PART, which expression will include their respective heirs and legal representatives, assignee and administrators unless repugnant to the context or specifically excluded hereinafter, on the OTHER HAND;

WHEREAS 31 dec. land of R.S. Dag No. 427 corresponding to L.R. Dag No. 458 and 15 dec. land of R.S. Dag No. 416, both of R.S. Khatian No. 326 mouja – Teghori, originally belonged to Aahammad Ali Mondal and Amir Ali Mondal on the basis of an oral amicable partition prior to R.S. operation and accordingly in R.S.R.O.R. Khatian No. 326 in column no. 23 the same is duly recorded;

AND

WHEREAS though in column no. 13 of the R.S. Khatian No. 326 the names of Aahammad and Amir have been duly recorded, the name of their mother Sujan was not recorded. As a matter of fact Aahammad, Amir and Sujan were the exclusive owners of the said 31 dec. land of R.S. Dag No. 427 and of 15 dec. land of R.S. Dag No. 416 as the heirs of Bhati Mondal. Thus in the 31 dec. land of R.S. dag No. 427 as well as in 15 dec. Land of R.S. Dag No. 416 Sujan had $^{2}/_{16}$ th, Aahammad had $^{7}/_{16}$ th and Amir had $^{7}/_{16}$ th Share;

5591

2 8 DEC 2012

Ashish Bagchi

AND

WHEREAS Amir Ali Mondal died leaving behind his mother Sujan, wife Jamila, Son Jubbar and daughter Fatema;

AND

WHEREAS Sujan by inheritance from Amir acquired $^{12}/_{72}$ th Share, Jamila by inheritance from his husband Amir acquired $^{9}/_{72}$ th Share, Jubbar acquired $^{34}/_{72}$ th Share and Fatema acquired $^{17}/_{72}$ th Share out of the $^{7}/_{16}$ th share of Amir in the said 31 dec. land of R.S. Dag No. 427 and 15 dec. land of R.S. Dag No. 416. Thus Sujan's total Share became $^{2}/_{16}$ th + $^{12}/_{72}$ th = $^{42}/_{144}$ th share, both in the 31 dec. land of R.S. Dag No. 427 and 15 dec. land of R.S. Dag No. 416;

AND

WHEREAS said Sujan's Share was inherited by Aahammad Ali Mondal alone as Sujan's other son Amir Ali Mondal predeceased Sujan. Thereafter Jubbar died leaving behind his mother Jamila, Sister Fatema and uncle Aahammad Ali Mondal. Thus Aahammad Ali Mondal, Jamila and Fatema became the absolute owner of the said 31 dec. land of R.S. Dag No. 427 and 15 dec. Land of R.S. Dag No. 416;

AND

WHEREAS said 31 dec. land of R.S. dag No. 427 was partitioned amongst the said Co-sharers namely Aahammad Ali Mondal, on the one hand and Jamila and Fatema on the other hand by the partition deed dated 05.12.1987 being deed no. 5383 of 1987 registered in A.D.S.R. Sonarpur;

AND

WHEREAS by virtue of the said partition deed dated 05.12.1987 being deed no. 5383 of 1987 Aahammad Ali Mondal was exclusively allotted 16 dec. demarcated land, Jamila was allotted 1·875 dec. demarcated land and Fatema was allotted 13·125 dec. demarcated land in the said 31 dec. land of R.S. dag no. 427;

AND

WHEREAS Jamila died leaving behind her daughter Fatema who inherited ½ th share in Jamila's 1·875 dec. land, Abu Bakkar and Ujir being brothers

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

24 Parganas, Alipore

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acquired jointly $^{2}/_{5}$ th and Dassi Bibi the sister acquired $^{1}/_{10}$ th share in Jamila's 1·875 dec. Land;

AND

WHEREAS by the registered deed of gift dated 16.07.1988 being Deed No. 4765 of 1988 Abu Bakkar, Ujir and Dassi Bibi transferred their ½ th share in Jamila's 1·875 dec. land in favour of Jalaluddin;

AND

WHEREAS in the manners stated above said Jalaluddin and Fatema jointly became the owners of Jamila's 1·875 dec. land and Fatema is the absolute owner of 13·125 dec. land. Thus they jointly became the absolute owners of 15 dec. land of R.S. dag no. 427 which was in the allotment of Jamila and Fatema by virtue of the aforementioned partition deed;

AND

WHEREAS said Jalaluddin and Fatema jointly transferred 15 dec. demarcated land in favour of the PARTY OF THE FIRST PART herein by the registered sale deed dated 11.09.2007 being deed no. 8763 of 2008. In the L.R.R.O.R. Khatian No. 1257 the name of the party of the first part has been duly recorded. It may be mentioned here that R.S. dag no. 427 is corresponding to L.R. dag no. 458;

AND

WHEREAS by the aforementioned partition deed dated 05.12.1987 being deed no. 5383 of 1987 by and between Aahammad Ali Mondal on the one hand and Jamila and Fatema on the other hand 15 dec. land of R.S. dag No. 416 was exclusively allotted in favour of Aahammad Ali Mondal;

AND

WHEREAS while Aahammad Ali Mondal was in exclusive possession of 15 dec. land of R.S. Dag No. 416, by the settlement deed dated 10.12.1987 being deed no 5503 of 1987 said Aahammad Ali Mondal transferred 10 dec. land of R.S. Dag No. 416 to Ajgar Ali Mondal and 05 dec. Land of R.S. Dag No. 416 to Abbas Ali Mondal and delivered them the possession of the same;

AND

South 24 Pgs. Alipore West Bengal

Seal of the Dist. Collector

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WHEREAS in the manners stated above the party of the first part became the absolute owner of the property morefully described in the first schedule hereinbelow and the party of the second part became the absolute owner of the property morefully described in the second schedule hereinbelow;

AND

WHEREAS the party of the first part offered to exchange the property morefully described in the first schedule hereinbelow belonging to the partyof the first part with the property morefully described in the second schedule hereinbelow belonging to the party of the second part and the party of the second part agreed to such offer;

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the transfer effected by the party of the Second Part as hereunder appearing, the said party of the First Part as beneficial owner do hereby grant, convey, transfer, assign and assure unto and in favour of the said party of the Second Part, free from encumbrances, the property comprised in the First Schedule TO HAVE AND TO HOLD the same absolutely and forever in exchange for what is hereunder transferred by the said party of the Second Part in favour of the party of the First Part AND THAT the said party of the Second Part in further pursuance of the said agreement and in consideration of the transfer effected by the party of the First Part as beneficial owner do hereby grant, convey, transfer, assign and assure unto and in favour of the said party of the First Part, free from encumbrances, the property comprised in the Second Schedule to HAVE AND TO HOLD the same absolutely and forever in exchange for what is hereunder transferred by the said party of the First Part in favour of the party of the Second Part as aforesaid.

IT IS HEREBY AGREED AND DECLARED that each party hereto has good right, full power, absolute authority and indefeasible title to give, grant convey and transfer the property exchanged by this Deed AND that each party shall at all times hereafter peaceably and quietly hold, possess and enjoy the same and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever by the other or any person or persons having or lawfully claiming from under or in Trust for them or any of their respective predecessors-in-title and will at all times

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Sub-Registrar
Alipore, Alipore
Sub-Registrar I (IV)
Registration Act 1908

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hereinafter at the request and cost of the other do and execute every such assurances and further do execute and perform every such act, deed and thing whatsoever as shall reasonably be required by the other for further and more perfectly assuring to the other the property hereby conveyed to him.

IT IS HEREBY FURTHER DECLARED that the value of the property specified in each of the Schedules is equal and the same is Rs. 3,08,125/- (Rupees Three lacs Eight thousand one hundred thirty five) only.

FIRST SCHEDULE ABOVE REPERRED TO
(PROPERTY BELONGING TO THE PARTY OF THE FIRST PART)

ALL THAT 15 dec. demarcated land out of 31 dec. land comprising of R. S. Dag No. 427 corresponding to L.R. Dag No. 458 R.S. Khatian No. 326, L.R. Khatian No. 2480 Mouja Teghori, P.S. – Sonarpur, District: 24 Parganas (South) more particularly delineated in the plan annexed herewith and marked with RED border line being butted and bounded as follows:-

By the North : R.S. Dag No. 426;
By the South : R.S. Dag No. 428;
By the East : R.S. Dag No. 430;
By the West : R.S. Dag No. 427 part;

SECOND SCHEDULE ABOVE REFERRED TO
(PROPERTY BELONGING TO THE PARTY OF THE SECOND PART)

ALL THAT 15 dec. land comprising of R.S. Dag No. 416, corresponding to L.R. Dag No. 447, R.S. Khatian No. 326 L.R. Khatian No. 43 and 53 of Mouja – Teghori, P.S. – Sonarpur, District: 24 Parganas (South) more particularly delineated in the plan annexed herewith and marked with GREEN border line.

DEVELOPERS LTD.
Director

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Sub-Registrar
24 Parganas, Alipore
Section 5A & 5B of
Indian Stamp Act 1899

28 DEC 2012

IN WITNESSES WHEREOF the parties hereunto set and subscribed their respective hands and seals on the date, month and year first above written.

WITNESSES:

1. Ashish Bagchi
47, Garia Main Road.
Kolkata. 700084.

For DEVALOKE DEVELOPERS LTD.

Director

2. Mithun Sarder
4F, Garia main Road
Kol-84

Signature of the PARTY OF THE FIRST PART

আবাসন জমি মালিক

Drafted by:
Aurobindo Sasmal
Baruipur Court

Signature of the PARTY OF THE SECOND PART

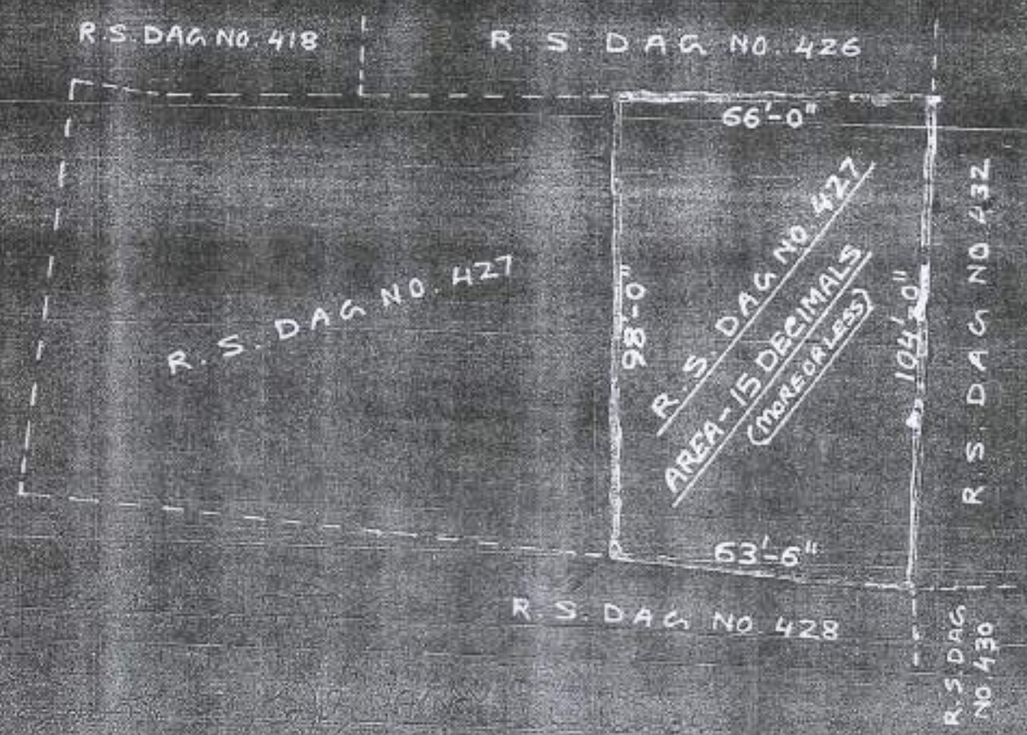
Typed by :
Bappa Mondal

2 8 DEC 2012

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

SITE PLAN OF R.S. DAG NO. 427 (PART),
AT MOUZA - TEGHARI, J.L. NO. 52,
P.S. - SONARPUR, DIST. - 24 PARGANAS (SOUTH),
UNDER RAJPUR-SONARPUR MUNICIPALITY,
SCALE :- 1" = 33',

AREA OF LAND :- 15 DECIMALS (MORE OR LESS)
SHOWN IN RED BORDER



Memo. No. 6039
DRAWN BY: Amar Das
Narendrapur, 24Pgs(S)

NAME .....

SIGNATURE .....

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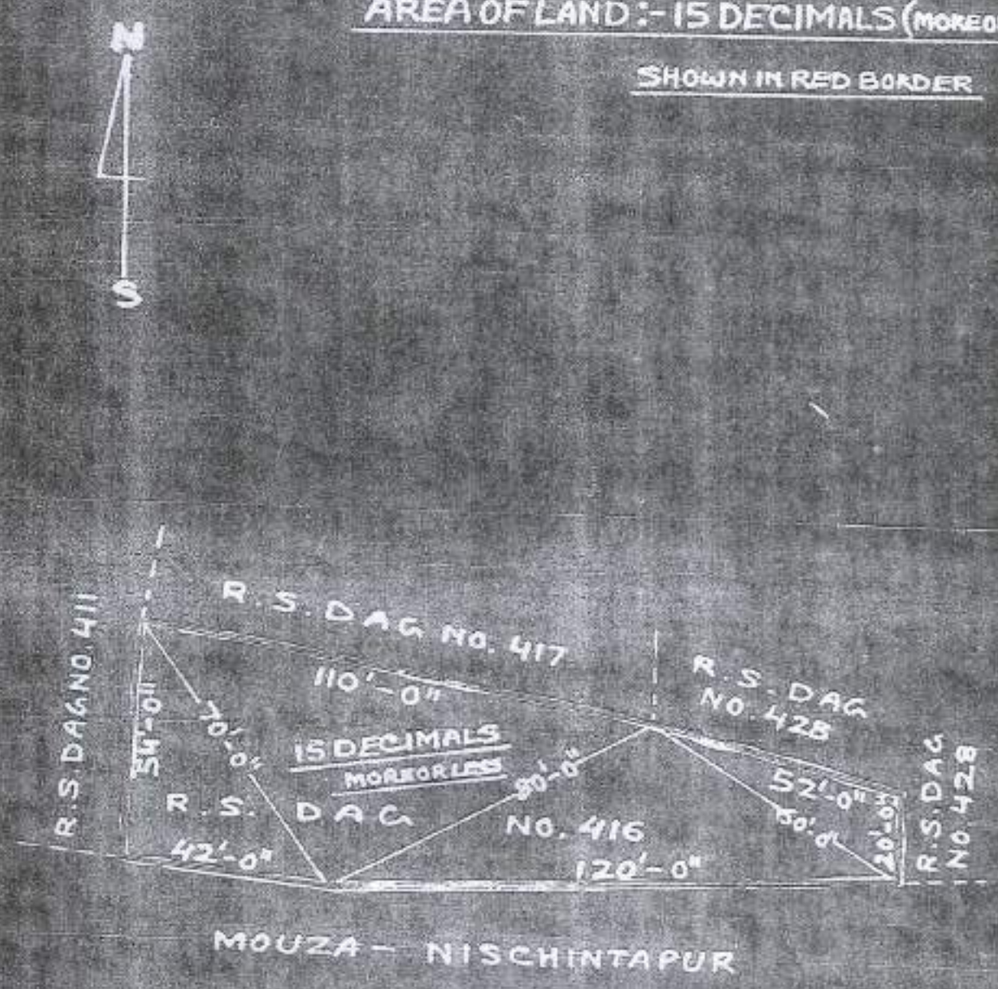
Sub-Registrar
24 Parganas, Alipore
Registration Act 1908

28 DEC 2012

SITE PLAN OF R.S. DAG NO. 416,
MOUZA - TEGHARI, J.L. NO. 52,
P.S. - SONARPUR, DIST. - 24 PARGANAS (SOUTH),
UNDER RAJPUR - SONARPUR MUNICIPALITY,
SCALE :- 1" = 33',

AREA OF LAND :- 15 DECIMALS (MORE OR LESS)
SHOWN IN RED BORDER



DRAWN BY: Amar Das
Narendrapur, 24 Pgs (S)

NAME .....

SIGNATURE .....

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2 8 DEC 2012

	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

SIGNATURE

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

NAME

SIGNATURE

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

NAME

SIGNATURE

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Alipore Sub-Registrar
South 24 Parganas, Alipore
Government of India
Indian Stamp Act 1899

28 DEC 2012

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 37
Page from 140 to 154
being No 10204 for the year 2012.

(Ashoke Kumar Biswas) 02-January-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal