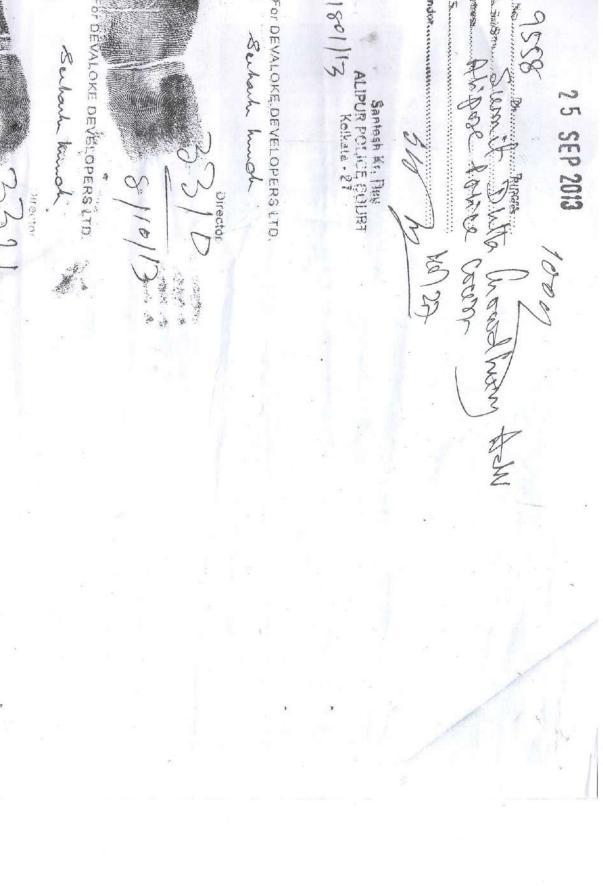


शन्तिभवका पश्चिम बंगाल WEST BENGAL



Sonarpur 700150, District South 24 Parganas, JUMNAD ALI GAYEN alias (which expression shall unless excluded by or repugnant to the subject or District South 24 Parganas, hereinafter jointly referred to as the VENDORS ALEYA BIBI, wife of Golam Mandal, resident of Dakshinpara, Sonarpur, Dakshinpara, Sonarpur, District South 24 Parganas and ALEMA BIBI alias JUMMAN ALI GAYEN SON All Gayen, resident of Dakshinpara, Jagannathpur, P.O. Ramkrishna Pally, BETWEEN FARAJ GAYEN allas FARAZ ALI GAYEN, son of Late Mobarak THIS INDENTURE made this 26% deviseptember, Two Thousand Thirteen Companies Act, 1956 having its registered office at No. 82, Garia Main legal representatives and assigns) of the ONE PART - AND DEVALOKE context be deemed to mean and include her heirs, executors, administrators DEVELOPERS യ company duly incorporated under the Late Mobarak Gayen, resident of



216-WW/1/A



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

(Serial No. 08177 of 2013 and Query No. 1604L000016703 of 2013) Endorsement For Deed Number: I - 08088 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, Claimant. by Sukanta Kundu

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 : ----
- 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
- 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, Pin:-700084.

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 assessed at Rs.-28,35,000/been

Certified that the required stamp duty of this document is Rs.- 198460 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 197500/- is paid, by the draft number 507622, Draft Date 27/09/2013, Bank: State Bank of India, Specialised Insti. Bkg. Kolkata Received on 09/10/2013

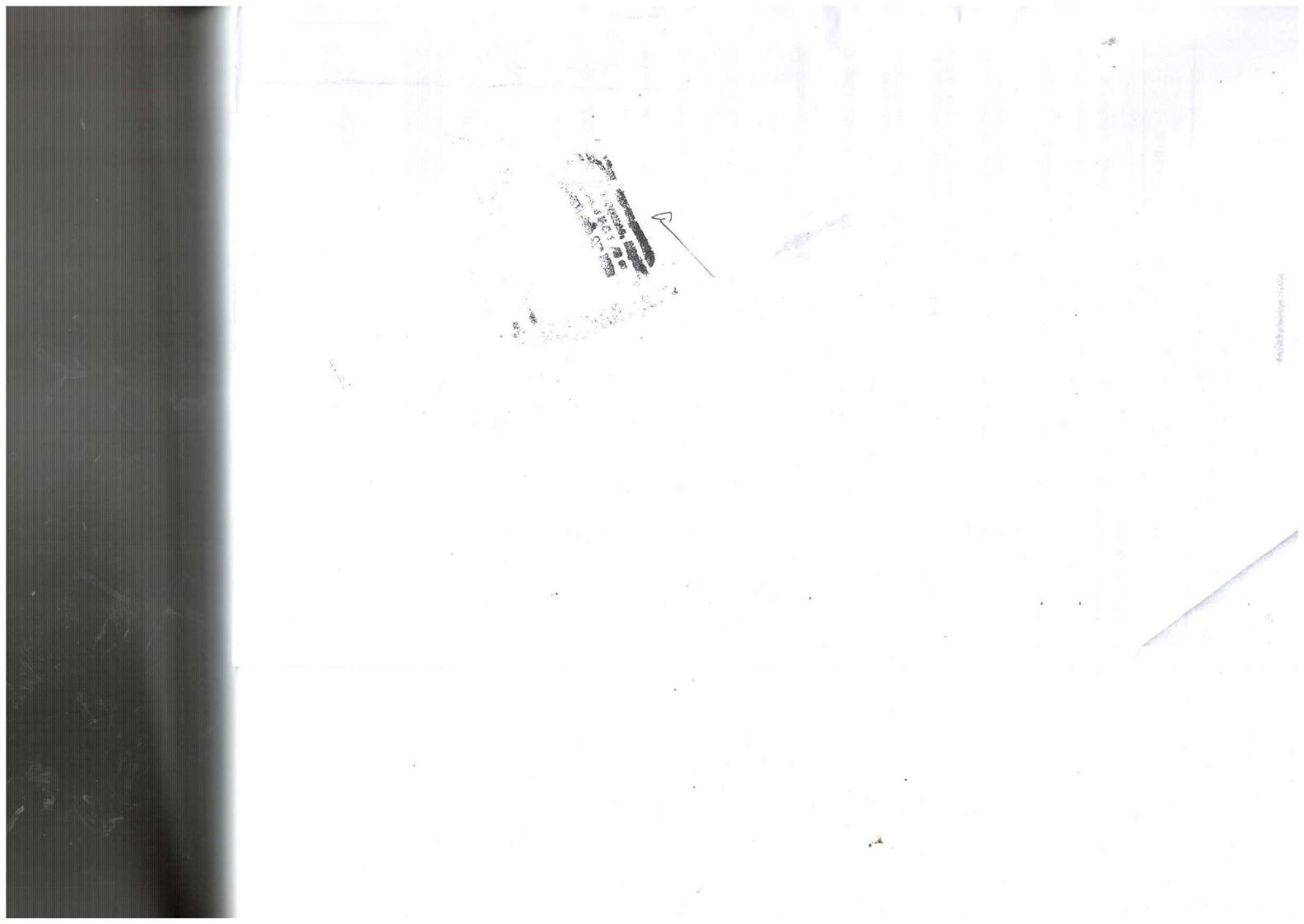
ke Kumar Biswas) CT SUB-REGISTRAR-IV

on 21/10/2013

Bassas

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

21/10/2013 11:56:00





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

(Serial No. 08177 of 2013 and Query No. 1604L000016703 of 2013) Endorsement For Deed Number: I - 08088 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. 31213/- is paid , by the draft number 507623, Draft Date 27/09/2013, Bank Name State Bank of India, Specialised Insti Bkg Kolkata, received on 21/10/2013

(Under Article: A(1) = 31174/-, 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
EndorsementPage 2 of 2

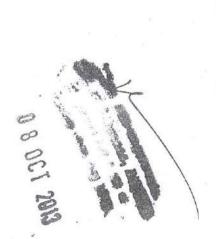
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WHEREAS

- 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 0.14 acres, be the same a little more or less, contained in R.S. Dag No. 18/494, (now numbered as L.R. Dag No. 5) 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. 18/494, (now numbered as L.R. Dag No. 5) 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 Khatun 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 Khatun. 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. 18/494 in the name of Arjed Ali Mondal and Marjina Khatun 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. 18/494, (now numbered as L.R. Dag No. 5).
- C. 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

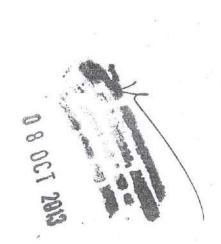




legal representatives who jointly inherited the said land absolutely and forever.

- D. Correction of the Record of Rights in terms of the aforesaid decree dated 5th May 1987 passed by the Learned 2nd Munsiff at Baruipur 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 contained in R.S. Dag No. 18/494, (now numbered as L.R. Dag No. 5) situate and lying at Mouza Nischintapur, P.S. Sonarpur in the district of South 24 Parganas.
- E. 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 acquisitions of land being the entirety of the land contained in R.S. Dag No. 18/494, (now numbered as L.R. Dag No. 5) 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.28,35,000/- (Rupees Twenty eight lacs thirty five thousand only).

agreement and in actisideration of the said sum of Rs.28,35,000/- (Rupees Twenty eight lacs thirty five 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 the hereby grant transfer convey assign and assure unto and of the land contained in R.S. Dag No. 18/494, (now numbered as L.R. Dag No. 5) 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





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or any part thereof now is or heretofore was situated, butted, bounded the Vendors into and upon the same or any part thereof TOGETHER WITH appertaining or usually held, occupied or enjoyed or reputed known as part whatsoever to the said land or any part thereof belonging to or anywise sewers drains ditches ancient and other lights, paths, passages and all called, known, numbered, described and distinguished TOGETHER WITH all the possession, power or control of the Vendor or any other person or any part thereof which now all deeds, pattahs, muniments of title whatsoever relating to the said land or interest, property, claim and demand whatsoever both at law or in equity of parcel or member thereof or appurtenant thereto and all the estate, right, title, manner of rights, privileges easements, advantages and appurtenances conveyed or expressed or intended so to be and every part thereof unto suit TO HAVE AND TO HOLD the said land hereby granted, transferred and persons from whom the Vendors may procure the same without any action or encumbrances whatsoever and to the use of the Purchaser absolutely and forever free from all are or at any time hereafter shall or may be in

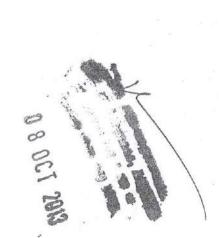
THE VENDORS DO AND EACH OF HEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- 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 for condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same;
- 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;

- (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) <u>THAT</u> 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;
- 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.





THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of danga land admeasuring 14 decimals, be the same a little more or less of land, being the entirety of the land contained in R.S. Dag No. 18/494, (now numbered as L.R. Dag No. 5) under L.R. Khatian Nos. 70, 369 and 569 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 :

Modium Mandad.

Sto Late. Rahim Mandad.

Jaganmarkupur, R.K. fally.

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STORMO SOUND STREET

WIRWAIL A

SIGNED AND ACCEPTED

by the PURCHASER, at Kolkata

in the presence of:

Chinney Kreman Dass C/16 Baghajatin Palli, Kolketa - 700092

ORNISK Bigetin 82. ymin Mark Roud Kollich - Forolly

EVALOKE DEVELOPE

Director





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NAME SUKANIA KUNDU SIGNATURE Subark-hunch

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FARAJ GAYEN @ FARAZ BUIGANIN

NAME

SIGNATURE 2077 (25/201)



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NAME CLIMMAD BLIEDNEN C. JUMMAN DILICONIN

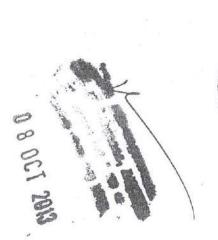


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PLEMA BIBI & ALEYA BIBI

NAME

SIGNATURE SIII 6 A BITTO TO





MEMO OF CONSIDERATION

thousand only) being the total consideration payable as per particulars below: mentioned sum of Rs. 28,35,000/- (Rupees Twenty eight lacs thirty five RECEIVED of and from the within-named Purchaser the within-

issued by Axis Bank Ltd., Garia Branch in favour By Pay Order No. 02:900.9... dated .25./09/2013 of Faraz Ali Gayen Rs. 11.34,000.00

By Pay Order No. 038.9.9.8.. dated 25./09/2013 issued by Axis Bank Ltd., Garia Branch in favour

of Jumman Ali Gayen

Rs. 1.1.34.000 00

. .

By Pay Order No. 0.39.004... dated .25./09/2013

issued by Axis Bank Ltd., Garia Branch in favour

of Alema Bibi

Rs. 5.67.990.00

Total

Rs. 28,35,000.00

(Ruppes Twenty eight lacs thirty five thousand only)

WITNESSES:

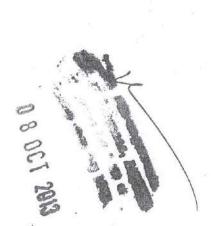
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SITE PLAN OF R. S. DAG NO. 1862.

MOUZA-NISCHINFAPUR, J.L. NO. 53.

P.S. SOMARPUR, DIST. 24 PARGAMAS (SOUTH).

UNDER RAJPUR-SONARPUR MUNICIPALITY,

SCALE:- 1"= 33'

AREAOFLAND:- INDECIMALS (MOREORLESS)

SHOWN IN RED BORDER

MOUZA - JAGANNATHPUR

MOUZA - JACANNATHOUR R S D 10-18 5 NO. 17 R.S. DAGNO.18

Director

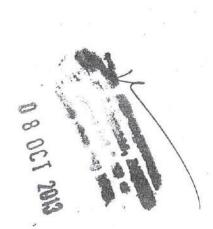
FOR DEVALOKE DEVELOPERS LTD.

JIGHAITATA

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Moonstrodusepun, Kal-143 MAMMAY: Amondas thman 20030





Registered in Book - I CD Volume number 41 Page from 2696 to 2708 being No 08088 for the year 2013.



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

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