भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

A 835031

Admissible under Rule 21, duty stamped under the Indian Stamp Act, 1899 and also as amended by W. Bengal Stamp Amendment Act, 1988. Schedule I (A) No ... Fee Paid as under ...

Certified that the instrument has been registered. Subject to determination of reference U/ Sub-section I of Section 47 A ... market Value of the property ... Payment of Stamp Duty as may be determined by the Collector.

PROVINCIAL REGISTRAR OF ASSURANCES-I, KOLKATA

M. V. Determined by Collector G I G R, Range.

Rs. 1715175 memo no 262

Vide No. Chalani Bhaban

THIS INDENTURE made this 31st day of January, Two Thousand Seven

BETWEEN BASIR DHALI ALIAS BASIRUDDIN DHALI, son of Late Akbar Dhali, residing at Village Jagannathpur, P.S. Sonarpur, District 24 Parganas South hereinafter 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 heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND DEVALOKE DEVELOPERS LIMITED**, a Company duly incorporated under the

Continued .. page 2.

82177

Sold to .....
Address.....
2 5 JAN 2007
Value .....
High Court Addl.

Presented for Registration
on the 31st
days of January year 07
Vender Residence at 47, Gariahat Main Rd- 84,

Swarup Kundu
Swarup Kundu
Swarup Kundu
Swarup Kundu
Swarup Kundu

576

DEVALOKE DEVELOPERS LTD.
DIRECTOR DIRECTOR

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA
31/1/0

Swarup Kundu
Director for Deval
Developers Ltd, Bas
Nadin Dhali S/o
Akbar Dhali,

570

Dilip Kumar
148, Green
Narendra Pur
Kol

Identified by me:
Dilip Kumar Haldar
148 Green Park
P.O. Narendrapur Kol-103

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA
31/1/0

Companies Act, 1956 having its registered office at No. 47, Garia Main Road, Kolkata - 700 084, 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. One Akbar Ali Dhali was the absolute owner of amongst other properties All That the piece and parcel of land measuring 18 Cottahs 2 Chittacks 18 sq ft. equivalent to 30 Sataks be the same a little more or less situate lying at Mouza- Jagannathpur, P.S. Sonarpur, comprised in R. S. Dag Nos. 440, 441 and 443 R. S. Khatian No. 190, L. R. Dag Nos. 482, L.R. Khatian Nos. 403, 502, 517 and 695 more fully and particularly described in the Schedule hereunder written and as shown and delineated by red ink in the map or plan annexed hereto (hereinafter referred to as the "said land").

B. The said Akbar Ali Dhali who was a Muslim inhabitant governed by the Mohamedan School of Law died intestate on leaving him surviving his two sons namely, Basir Dhali and Farman Dhali and five daughters namely, Sabjan Bibi, Bishu Bibi, Kurmani Bibi, Duljan Bibi, Phuljan Bibi, Himjan Bibi as his only heirs and legal representatives who jointly inherited the said land absolutely and forever.

C. By a Bengali Kobala dated the 12th day of July, 1967 made between the said Sabjan Bibi, Bishu Bibi and Kurmani Bibi therein jointly referred

Continued .. page 3.

to as Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar Baruipur in Book No. I, Volume No. 100, Pages 77 to 80, Being No. 7096 for the year 1967, the said Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That their undivided share in the said land more fully and particularly described in the schedule thereunder written absolutely and forever.

D. By a Bengali Kobala dated the 22nd day of March, 1971 made between the said Himjan Bibi therein referred to as Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar Sonarpur in Book No. I, Volume No. 16, Pages 32 to 35, Being No. 872 for the year 1971, the said Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That her undivided share in the said land more fully and particularly described in the schedule thereunder written absolutely and forever.

E. By a Bengali Kobala dated the 31st day of August, 1982 made between the said Phuljan Bibi therein referred to as Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar Sonarpur in Book No. I, Volume No. 95, Pages 230 to 235, Being No. 4792 for the year 1982, the said Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That her undivided share in the said land more fully and particularly described in the schedule thereunder written absolutely and forever.

Continued .. page 4.

REGISTRAR

F. By a Bengali Kobala dated the 8th day of February, 1988 made between the said Duljan Bibi therein referred to as Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar Sonarpur in Book No. I, Volume No. 11, Pages 93 to 99, Being No. 790 for the year 1988, the said Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That her undivided share in the said land more fully and particularly described in the schedule thereunder written absolutely and forever.

G. By a Bengali Deed of Partition dated the 3rd day of February, 2005 made between the Vendor herein therein referred to as First Party of the One Part and Sukur Dhali, Rahaman Dhali, Fazel Dhali, Kauser Dhali, Smt Acchiya Bibi, Smt Monoara Bibi, Smt Rehana Bibi, Smt Sahanara Bibi and Smt Hiramon Bibi therein jointly referred to as the Second Parties of the Other Part and registered in the office of the Additional District Sub-Registrar Sonarpur in Book No. I, Volume No. 106, Pages 131 to 156, Being No. 5573 for the year 2005, the said Vendor herein All That the said land more fully and particularly described in the first schedule thereunder written absolutely and forever.

H. The Vendor has 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 said land at and for the consideration of a sum of Rs. 7,61,250/- (Rupees seven lacs sixty one thousand two hundred fifty only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 7,61,250/- (Rupees

Continued .. page 5.

seven lacs sixty one thousand two hundred fifty 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 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 Vendor do and each of them doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the piece and parcel of land containing an area of 18 Cottahs 2 Chittacks and 18 Sq ft. be the same a little more or less situate lying at Mouja Jagannathpur, Police Station Sonarpur, in R.S. Dag Nos.440, 441, 443 R.S. Khatian No 190, L.R. Dag No. 482, L.R. Khatian Nos. 403, 502, 517 and 695 in the District of 24 Parganas South 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 (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 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

Continued .. page 6.

other person or persons from whom the Vendor 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 VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :

(a) **THAT NOTWITHSTANDING** any act, deed or thing by the Vendor or his 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;

(b) **THAT NOTWITHSTANDING** any such act, deed or thing whatsoever as aforesaid the Vendor has now in himself 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 Vendor or any person or persons lawfully or equitably claiming from under or in trust for him;

Continued .. page 7.

(d) **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;

(e) **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 him 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 piece and parcel of land containing an area of 18 Cottahs 2 Chittacks 18 sq ft. (and upon actual measurement containing an area of 18 Cottahs 2 Chittacks) be the same a little more or less situate and lying at Mouza Jagannathpur, P.S. Sonarpur, J.L.No.51, Touji No.825, comprised in R.S. Dag Nos. 440, 441 and 443, R.S. Khatian No 190, L.R. Khatian Nos. 403, 502, 517 and 695 L.R. Dag No. 482, District Sub-Registrar

Continued .. page 8.

Sonarpur, in the District of 24 Parganas South as bordered in Red in the map or plan annexed hereto .

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED by the said **VENDOR** at Kolkata in the presence of :

1) Dilip Kumar Haldar
148 Green Park
P.O. Narendrapur Kol-103

2) Sirajul Saleem
Vill- Ibrahimpur
P.O. R.K. Pally P.S. Sonarpur
Kol-150

Read over and explained by me to the Vendor in Bengali
Dilip Kumar Haldar

SIGNED SEALED AND DELIVERED by the said **PURCHASER** at Kolkata in the presence of :

For DEVALOKE DEVELOPERS LTD.
DIRECTOR DIRECTOR

1)
34 Ballygunge Circular Road
Kolkata 700019

2)
4A, Beema Mansion, Flat
Kol-84

Continued .. page 9.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 7,61,250/- (Rupees seven lacs sixty one thousand two hundred fifty only) being the full consideration money as per particulars below :-

By Bank draft / Pay Order No. 004407
dated ~~29~~ 31/01/2007 issued by UTI Bank Ltd.,
Garia Branch ..... Rs. 5,11,250.00

By Cash ..... Rs. 2,50,000.00

Total Rs. 7,61,250.00

(Rupees Rupees seven lacs sixty one thousand two hundred fifty only)

WITNESSES :

1) Dilip Kumar Halder
148 Green Park
P.O. Rajendrapur Kol-103

2) Sirajul Sarkar
vill & Jogannathi Par
P.O. K.K. Pally
P.S. Sonarpur
Kol- 150.

Drafted by me

Advocate

Read over and explained me to the vendor in Bengali

Dilip Kumar Hal

SPECIMEN FORM FOR TEN FINGER PRINTS

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

Photo

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

Photo

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					

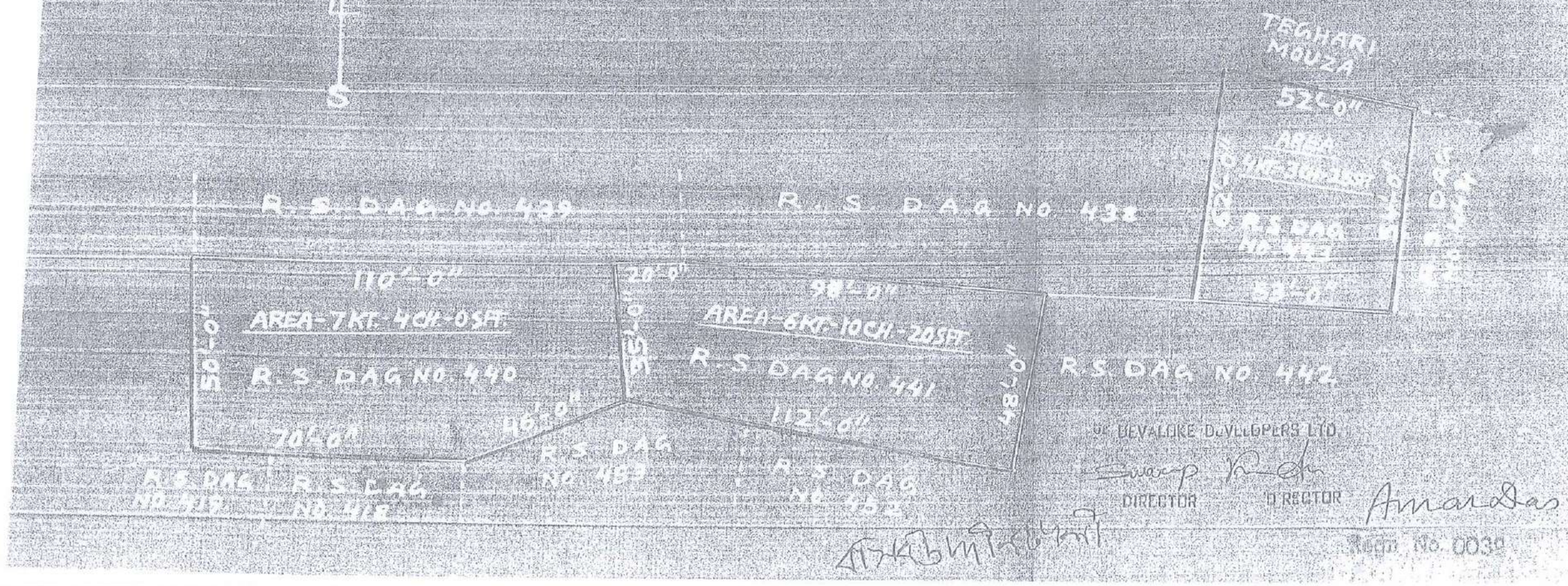
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

REGISTRAR

SITE PLAN OF R.S. DAG NO. 440, 441 & 443, MOUZA - JAGANNATHPUR,
P.S. - SONARPUR, DIST. - 24 PARGANAS, J.L. NO. 51,
UNDER RAJPUR - SONARPUR MUNICIPALITY, WARD NO. 7,
SCALE :- 1" = 33'

AREA OF LAND

R.S. DAG NO. 440 :- 7 KT. - 4 CH. - 0 SFT. (MORE OR LESS)
R.S. DAG NO. 441 :- 6 KT. - 10 CH. - 20 SFT. (MORE OR LESS)
R.S. DAG NO. 443 :- 4 KT. - 3 CH. - 25 SFT. (MORE OR LESS)



Registered in
BOOK NO. .....
VOLUME NO. .....
PAGE NO. ..... TO .....
DEED NO. .....
YEAR. .....

DATED THIS

BETWEEN

BASIRUDDIN DHALI

AND

DEVALOKE DEVELOPERS LIMITED

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

CONVEYANCE

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

KHAGENDRA NATH JANA
Advocate
M. K. Roy Chowdhuri & Co.
Solicitors & Advocates
7 Old Post Office Street
2nd floor, Calcutta 70000

(16)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 67
Page from 1125 to 1138
being No 02012 for the year 2008.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Dines Kumar Mukhopadhyay) 05-May-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal