भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

A 832645

Admissible under Rule 21, only stamped under the Indian Stamp Act. 1899 and also as amended by W. Bengal. Stamp Amendment Act. 1988. Schedule IA No.....23 (d) One Paid as under :-

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

**THIS INDENTURE** made this 31st day of January, Two Thousand Seven **BETWEEN ABDUL KARIM GAYEN AND ESAHAQUE GAYEN** both sons of Late Amiruddin Gayen, **SAKHINA KHATOON BIBI** wife of Esahaque Gayen all residing at Village Jagannathpur, P.S. Sonarpur, District 24 Parganas, South, 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 their respective heirs, executors,

Continued .. page 2.

87837

VICTOR MOSES & CO
Solicitor Advocate
6, Old Post Office Street
Calcutta-700 001.

Sold to.....
Address.....
17 JAN 2007
Value.....
S. V.
High Court A.S.

Presented for Registration
8122 on the 31st
days of Jan year 07
Vendor Residence by Swarup Kumar
On behalf the exec,

Swarup Kumar

5/6

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA 31/1/07

DEVALOKE DEVELOPERS LTD.
Swarup Kumar
DIRECTOR DIRECTOR

Swarup Kumar as Director
for Devaloke Developers
Abdul Karim Gayen, Dhanjan
Gayen both S/o Lt. Aminuddin
Gayen all at Vill- Jagannathpur
Post P.S. Sonarpur Dist. 24 Pgs(S)

5/2

Sirajul Sarkar
S/o. Late Abdul Khaleq
Vill- Jagannathpur
P.O- K.K. Pole.
P.S- Sonarpur
Kol- 150.

Sirajul Sarkar S/o Lt.
Abdul Khaleq at Vill-
Jagannathpur P.O. R.
Post P.S. Sonarpur Kol.
150.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA
31/1/07

7 Old Post Office Street
2nd floor, Calcutta 70000

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. 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** :

**W H E R E A S** :

A. One Amiruddin Gayen was the absolute owner of All That the piece and parcel of land situated lying at Mouza Jagannathpur, P.S. Sonarpur, Dist.- South 24-Parganas containing an area of 8 Sataks equivalent to 4 cottahs 13 chittacks 19.8 sq ft be the same a little more or less in R. S. Dag No.433/811, R. S. Khatian No.19, L.R. Dag No. 475, L.R. Khatian Nos.189, 216, 802 and 814 more fully and particularly described in the Schedule below (hereinafter referred to as the "Said Entire Land").

B. The said Amiruddin Gayen who was a Muslim inhabitant governed by the Mohamedan School of Law died intestate on the 14th day of July, 1932 leaving him surviving his widow, Samirunesha Bibi and four sons namely, Abdul Hamid, Abdur Rasid, Abdul Karim and Esahaque as his only heirs and legal representatives who jointly inherited the said entire land absolutely and forever.

Continued .. page 3.

Siraju-l-Islam

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

C. The said Abdul Hamid who was a Muslim inhabitant governed by the Mohamedan School of Law died intestate on 2nd day of January, 1938 leaving him surviving his widow, Lalbanu Bibi as his only heiress and legal representative who inherited his undivided share in the said entire land absolutely and forever.

D. The said Abdur Rasid who was a Muslim inhabitant governed by the Mohamedan School of Law died intestate on 13th day of May, 1942 leaving him surviving his widow, Tachrunesha Bibi and two sons namely, Sirajuddin and Sofiuddin as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land absolutely and forever.

E. The said Samirunesha Bibi who was a Muslim inhabitant governed by the Mohamedan School of Law died intestate on 23rd day of August, 1944 leaving her surviving her two sons namely, Abdul Karim and Esahaque as her only heirs and legal representatives who jointly inherited her undivided share in the said entire land absolutely and forever.

F. By a Deed of Partition dated the 30th day of October 1975 made between the said Abdul Karim Gayen, Esahaque Gayen, Sofiuddin Gayen and Sakhina Khatoon Bibi therein jointly referred to as the First Party and Sirajuddin Gayen therein referred to as the Second Party andregistered in

Continued .. page 4.

LTI of Sakina Khatun
by his son of
Mossir Rahaman
19/6/08

Sakina Khatun w/o Esharque
Gayen at vill - Jagannathpur
P.S. Sonarpur Dist. 24 Pgs (S)

Md. Mossir Rahaman
S/o Md. Esharque Gayen
at Kusum, Narendrapur
Service - 700103.

Md. Mossir Rahaman
S/o- Md Esharque Gayen
Kusum, Narendrapur - 700103
Service

19/6/08

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

the office of the Sub Registrar Sonarpur, in Book No. I Volume No. 67 Pages 54 to 60 Being No. 4440 for the year 1975 the said Second Party granted transferred conveyed assigned and assured unto and in favour of the said First Party All That his undivided share in the said entire land more fully and particularly described in the Schedule 'A' thereunder written absolutely and forever.

G. By a Bengali Kobala dated the 20th day of December 1961 made between the said Lalbanu Bibi therein referred to as the Vendor of the One Part and Sakhina Khatoon therein referred to as the Purchaser of the Other Partand registered in book No. I, Being No. 2970 for the year 1961, the said Vendor therein for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That her undivided share in the said entire land more fully and particularly described in the Schedule thereunder written absolutely and forever.

H. By a Bengali Kobala dated the 15th day of May 1998 made between the said Sofiuddin Gayen therein referred to as the Vendor of the One Part and Abdul Karim and Esahaque therein jointly referred to as the Purchasers of the Other Part and registered in the office of the Additional District Sub Registrar, Sonarpur in Book No. I, Volume No. 56, pages 225 to 234 Being No. 3344 for the year 1998, the said Vendor therein for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That his undivided share

Continued .. page 5.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

in the said entire land more fully and particularly described in the Schedule thereunder written absolutely and forever.

I. Thus the Vendors are now seized and possessed of and/or otherwise well and sufficiently entitled to All That the entire said land free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever nature.

J. 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 piece and parcel of land measuring 3 cottahs 11chittacks 40 sq ft more fully and particularly described in the schedule hereunder written (hereinafter referred to as said land) at and for the consideration of a sum of Rs. 8,57,908/- (Rupees Eight lacs fifty seven thousand nine hundred eight only).

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs. 8,57,908/- (Rupees Eight lacs fifty seven thousand nine hundred eight 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

Continued .. page 6.

ADDITIONAL REGISTRAR
ASSURANCES-I,

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 piece and parcel of land measuring 3 cottahs 11 chittacks 40 sq ft be the same a little more or less in R. S. Dag No.433/811, R. S. Khatian No.19, L.R. Dag No. 475, L.R. Khatian Nos.189, 216, 802 and 814 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 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 Vendors 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

Continued .. page 7.

ADDITIONAL REGISTRAR OF
ASSURANCES-II

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 DOTH HEREBY COVENANT WITH THE PURCHASER** as follows :

(a) **THAT NOTWITHSTANDING** any act, deed or thing by the Vendors or their respective 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 un[illegible]st for them ;

Continued .. page 8.

ADDITIONAL REGISTRAR
ASSURANCES-I,

(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 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 ;

(e) **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.

**THE SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** the piece and parcel of land measuring 5 cottahs 11 chittacks 40 sq.ft 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 No.433/811, R. S. Khatian No.19, L.R. Dag No. 475, L.R.

Continued .. page 9.

ADDITIONAL REGISTRAR
ASSURANCES-I,

Khatian Nos.189, 216, 802 and 814, District Sub-Registrar Sonarpur, in the District of 24 Parganas South.

**IN WITNESS WHEREOF** the Vendors have hereunto set and subscribed his hand and seal the day month and year first above written.

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

Ishaque Gayen

7, Old Post Office St
Kol-1

Dilip Kumar Haldar
148 Green Park
P.O. Narendra Kol-103

LTI of Sanjay Khetri
By/her Pen of Hasan Raham
19/6/08

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

for DEVALOKE DEVELOPERS LTD.
Swaroop
DIRECTOR
DIRECTOR

Continued .. page 10.

ADDITIONAL REGISTRAR
ASSURANCES-I,

## MEMO OF CONSIDERATION

**R E C E I V E D** of and from the within-named Purchaser the within mentioned sum of Rs. 8,57,908/- (Rupees Eight lacs fifty seven thousand nine hundred eight only) being the full consideration money as per Memo below :-

By Pay Order No. 004411 dated 31/01/2007
issued by UTI Bank Ltd., Garia Branch
in favour of Esahaque Gayen ..... Rs. 4,28,954.00

By Pay Order No. 004404 dated 31/01/2007
issued by UTI Bank Ltd., Garia Branch
in favour of Abdul Karim Gayen ..... Rs. 4,28,954.00

Total Rs. 8,57,908.00

(Rupees Eight lacs fifty seven thousand nine hundred eight only)

WITNESSES :

S. H. Jamen
7 old post office St
Kolkata -1

Ishaque Gayen

L.T.I of Sakera Khatun
By her Son of
Sirajul Sarka.

Drafted by me

Advocate

ADDITIONAL REGISTRAR
ASSURANCES-I,

SITE PLAN FOR PORTION OF R.S. DAG NO. 433 & 433/811

AT MOUZA - JAGANNATHPUR, J.L. NO. 51,

P.S. - SONARPUR, DIST. - 24 PARGANAS (SOUTH),

SCALE :- 1" = 50'.

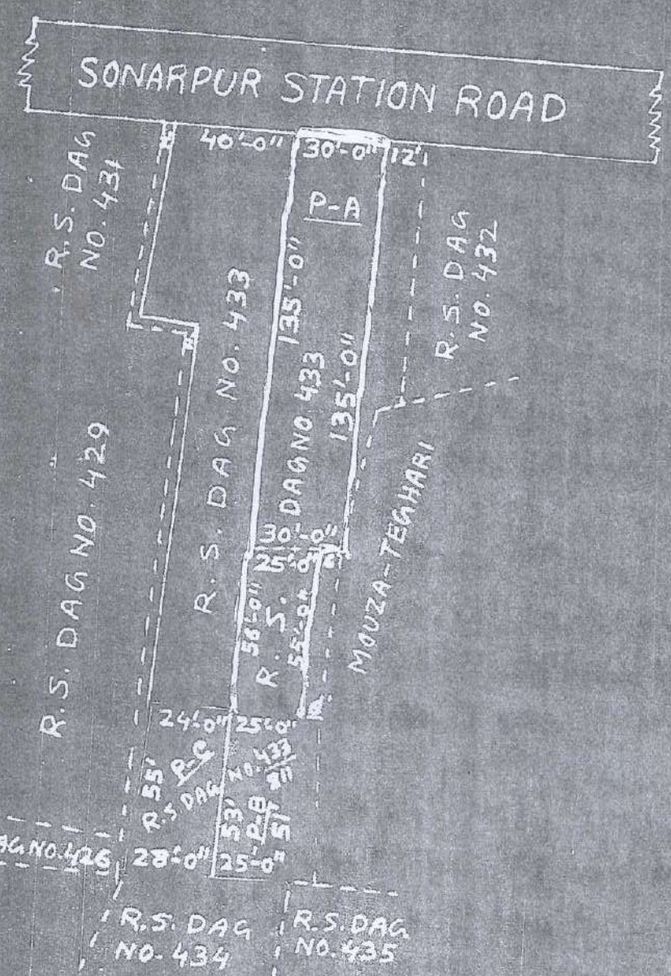
N

S

AREA OF LAND

| PLOT NO | R.S. DAG NO. | AREA |
|---|---|---|
| A | 433 | 7 KT.-8 CH.-37 SFT. |
| B | 433/811 | 1 KT.-12 CH.-40 SFT |
| C | 433/811 | 1 KT.-15 CH.-0 SFT. |

SHOWN IN RED BORDER

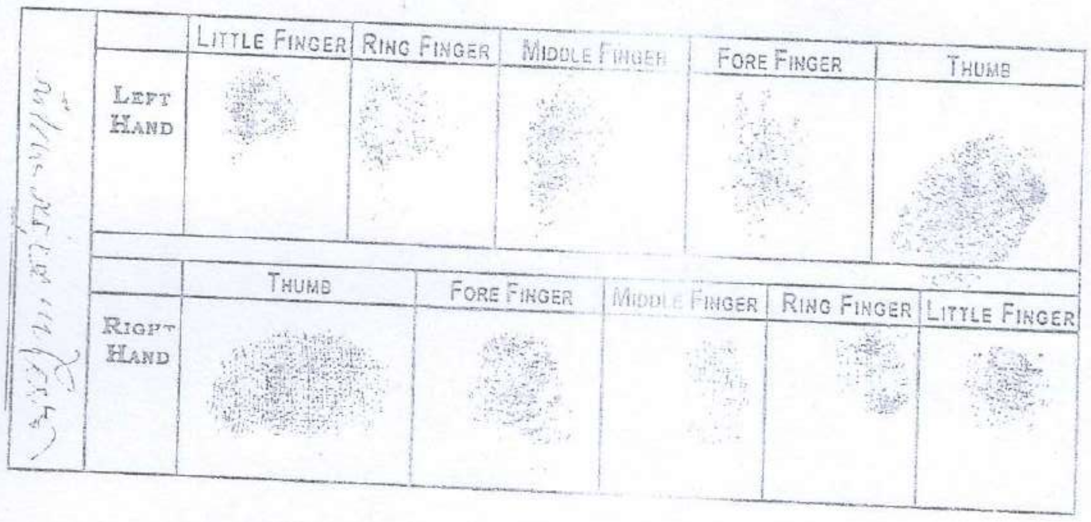


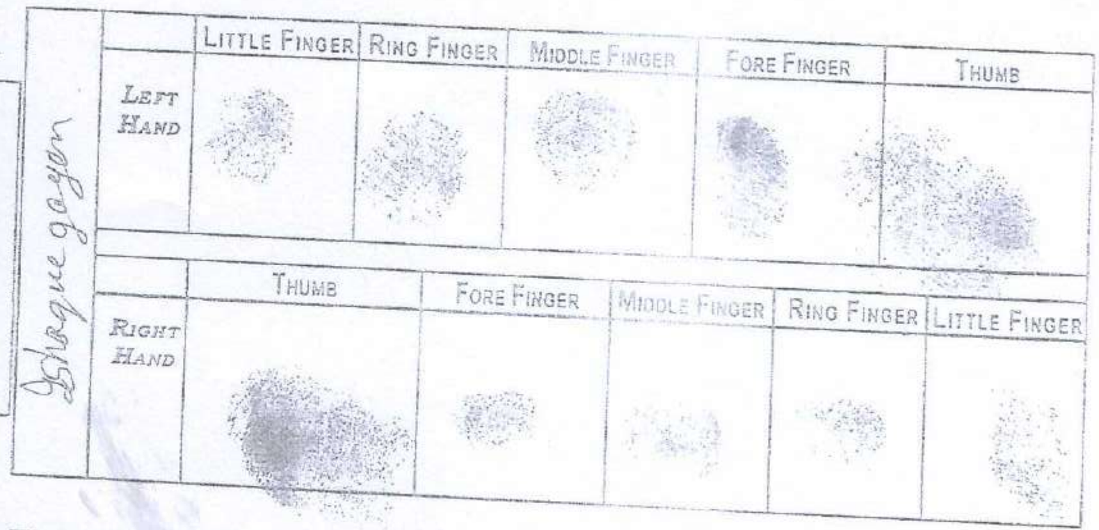

SURVEYED BY :- A. Das

NARENDRAPUR, 24 PGS (S)

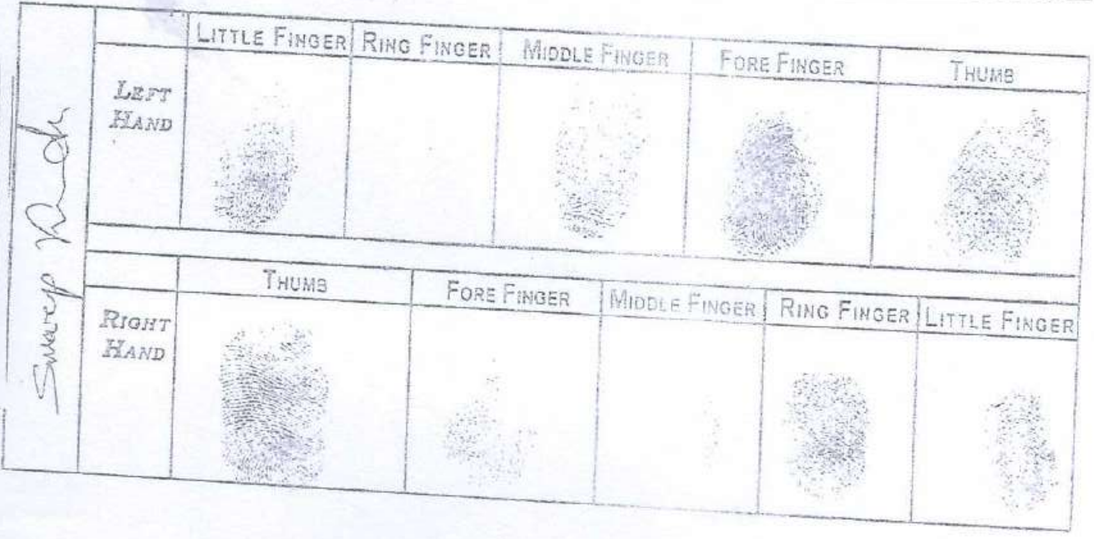
ADDITIONAL REGISTRAR
ASSURANCES-I,

# SPECIMEN FORM FOR TEN FINGER PRINTS

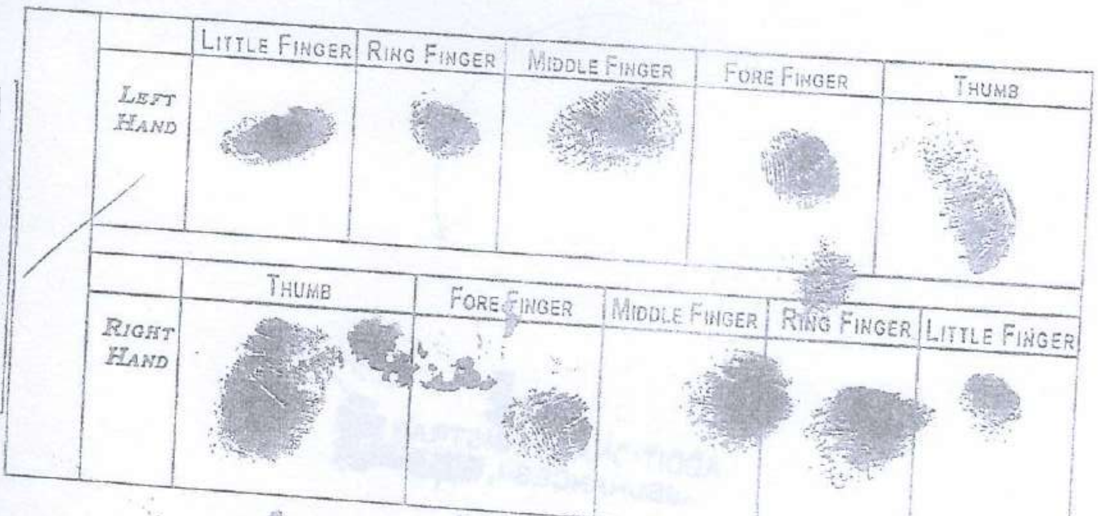




Ishaque gayen



Swarup Kundu



LTI of Samina
Khatun by
Mani Rahaman

ADDITIONAL REGISTRAR
ASSURANCES-I,

YEAR.....

BETWEEN

ABDUL KARIM GAYEN & ORS.

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

ADDITIONAL REGISTRAR
ASSURANCES-I,

*Certificate of Registration under section 60 and Rule 69.*

Registered in Book - I
CD Volume number 76
Page from 8314 to 8330
being No 07118 for the year 2008.

Seal of the Additional Registrar of Assurances-I, Kolkata

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