K.H. Jana, Adv. Deed no. 7128 of 2018

भारतीय गैर न्यायिक

भारत

दस रुपये रु. 10

TEN RUPEES Rs. 10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

23AA 159953

Copying Fee Ordinary

Copying Fee Urgent

Tracing Charges Map or Plan

Total Cost

Copy Prepared

Sealed and Delivered

As per Order No.

Signature

10/30

11/30

Serial No.
Sold to
Address
Dt.
C.R.M.S. Court
1, Bankshall St, Cal - 1
10 JUL 2008

PANCHU GOPAL MONDAL
ADVOCATE
2, Bankshall Street, Kol-1

Appointed Stamp Vendor
C. R. M'S. Court
1, Bankshall Street, Kolkata

01190 07128

भारतीय गैर न्यायिक

भारत

पचास रुपये Rs.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

30 20 535 A 835D

Admissible under Rule 21, Duty Stamps made under the Indian Stamp Act, 1899 as amended by W. Bengal Amendment Act, 1988. Vide I.A. No. 2355 Fee Paid as under Art.

Certified that the instrument is registered. Subject to determination of Value under Sub-section of Section 27A of the Indian Stamp Act. Value of the Property [illegible] and Payment of [illegible] Stamp Duty as may be determined by the Collector.

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

MMV. Determined by Collector/D.L.G.R. Range, Rs. 17,30,670.00 Vide No. 256 dt. 2007

17,30,7

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, **RAHIMA KHATOON BIBI** wife of Abdul Karim 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

A-19030 E-7 G-55 ma-25 mb-4 19121

1730 17300 19030

Continued .. page 2.

Govt. fee 25/-
Challan No. 296365
Dt. 29.1.07
103890/-

82175

Sold to.....
Address.....
2 5 JAN 2007
Value.....
S. V.
High Court A.S.

6, Old ... Lanes
Calcutta - 700 001.

Presented for Registration
at 3 P.M. on the 31 day
days of ... year ...
under Rs. ... by Swarup Kumar
one of the executants.

Swarup Kumar

516

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

OF DEVALOKE DEVELOPERS LTD.
Swarup Kumar
DIRECTOR DIRECTOR

Swarup Kumar as director
for Devaloke Developers Ltd.
& Abdul Karim Gayen
P.T.O

52 P.T.O

K.N. Jana Advocate
High Court
Calcutta

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

to mean and include their respective 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. 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 30 Sataks equivalent to 18 cottahs 2 chittacks 18 sq ft be the same a little more or less in R. S. Dag No.433, R. S. Khatian No.19, L.R. Dag No. 473, L.R. Khatian Nos.189, 216, 716/1, 814, 1018, 1019 and 816 (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.

Ishaque gayen

Ishaque gayen S/o Md. Amiruddin gayen, Rahima Khatun Bibi d/o Abdul Karim gayen all at vill. Jagannathpur, P.S. Sonarpur Distt. 24 Pgs (S)

W.o. Rahima Bibi

Witness Md. Sirajul Sarkar

Identified by me

K N Tamer

Advocate High Court

Calcutta

C. The said Abdul Hamid who was a Muslim inhabitant governed by the Mohamedan School of Law died intestate on the 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 the 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 and registered in 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

Continued .. page 4.

.TI of Sakina Khatun.
By the Pen of
Mosiur Rahaman.
19/6/08

Sakina Khatun
W/o Ishaque Gayen
Vill- Jagannathpur P.S.
Sonarpur Dist. 24 Pgs(S)

Mosiur Rahaman
S/o Md. Ishaque Gayen
at Kusumba Narendrapur
Service.

RAHAMAN
ISHAQUE MAYEN
NARENDRPUR

19/6/08

ADDITIONAL REGISTRAR
ASSURANCES

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 19th day of November, 1983 made between the said Abdul Karim Gayen therein referred to as the Vendor of the One Part and Rahima Khatoon Bibi therein referred to as the Purchaser of the Other Part and registered in the office of the Sub Registrar, Sonarpur in Book No. I, Being No. 5783 for the year 1983, 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 the piece and parcel of land measuring 7 sataks be the same a little more or less out of his undivided share in the said entire land more fully and particularly described in the Schedule thereunder written absolutely and forever.

H. By another Bengali Kobala dated the 15th day of May 1998 made between the said Abdul Karim Gayen, Esahaque Gayen, Sofiuddin Gayen and Sakhina Khatoon Bibi therein jointly referred to as the Vendors of the One Part and Sheik Rashida Bibi and Sheik Imran Hasan therein jointly referred to as the Purchasers of the Other Part and registered in the office of the Sub Registrar, Sonarpur in Book No. I, Being No. 3522 for the year 1998, the said Vendors therein for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of

Continued .. page 5.

the Purchasers therein All That the piece and parcel of land measuring 10 sataks be the same a little more or less out of 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 piece and parcel of land situated lying at Mouza Jagannathpur, P.S. Sonarpur, Dist.- South 24-Parganas containing an area of 20 sataks equivalent to 12 cottahs 1 chittack 27 sq ft be the same a little more or less in R. S. Dag No.433, R. S. Khatian No.19, L.R. Dag No. 473, L.R. Khatian Nos. 1018, 1019, 189, 216, 716/1, 814 and 816.

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 demarcated piece and parcel of land containing an area of 7 cottahs 8 chittacks 37 sq ft out of the said entire land more fully and particularly described in the Schedule below (hereinafter referred to as the "said land") and bordered in Red in the map or plan annexed hereto at and for the consideration of a sum of Rs. 17,30,778/- (Rupees seventeen lacs thirty thousand seven hundred seventy eight only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 17,30,778/- (Rupees seventeen lacs thirty thousand seven hundred seventy eight only) of the

Continued .. page 6.

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 demarcated piece and parcel of land containing an area of 7 cottahs 8 chittacks 37 sq ft be the same a little more or less in R. S. Dag No.433, R. S. Khatian No.19, L.R. Dag No. 473, L.R. Khatian Nos. 189, 216, 716/1, and 816 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

Continued .. page 7.

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 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 ;

Continued .. page 8.

(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) **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.

Continued .. page 9.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the demarcated piece and parcel of land containing an area of 7 cottahs 8 chittacks 37 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, R. S. Khatian No.19, L.R. Dag No. 473, L.R. Khatian Nos. 189, 216, 716/1 and 816, District Sub-Registrar Sonarpur, in the District of 24 Parganas South and shown and delineated in the map/plan annexed hereto and bordered in Red thereon

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 :

Sirajul Sarkar.
Vill - Jagannathpur
P.O - K.K. Pally.

Ishaque Gayen

Sakim Khatun
W/o Sirajul

L.T.I. To, Rahima Bibi
By the Pr to Sirajul Sarkar

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

Sirajul Sarkar.

for DEVALOKE DEVELOPERS LTD.

DIRECTOR DIRECTOR

Continued .. page 10.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 17,30,778/- (Rupees seventeen lacs thirty thousand seven hundred seventy eight only) being the full consideration money as per Memo below :-

By Pay Order No. 004403
dated 31/01/2007 issued by UTI Bank Ltd.,
Garia Branch in favour of Rohima Bibi — Rs. 8,65,389.00

By Pay Order No. 004405
dated 31/01/2007 issued by UTI Bank Ltd.,
Garia Branch in favour of Esahaque Gayen — Rs. 8,65,389.00

Total — Rs. 17,30,778.00

(Rupees seventeen lacs thirty thousand seven hundred seventy eight only)

WITNESSES :

Sirajul Sarkar

Isahaque gayen

L.T.I. of Sarina Khatun
By the pen of
Sirajul Sarkar

L.T.I. of Rohima Bibi
By the pen of
Sirajul Sarkar

Drafted by me

Advocate

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					

	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					

SPECIMEN FORM FOR TEN FINGER PRINTS

L.T.I. of Rahimullah
By the Scientific Sect

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thum
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Littl
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Th
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Lit
Right Hand					

L.T.I. of Sakina
Begum By the
Pen of Mission Rotunda

Photo

	Little Finger	Ring Finger	Middle Finger	Fore Finger	T
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	L
Right Hand					

A

Photo

	Little Finger	Ring Finger	Middle Finger	Fore Finger	
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger
Right Hand				

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

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

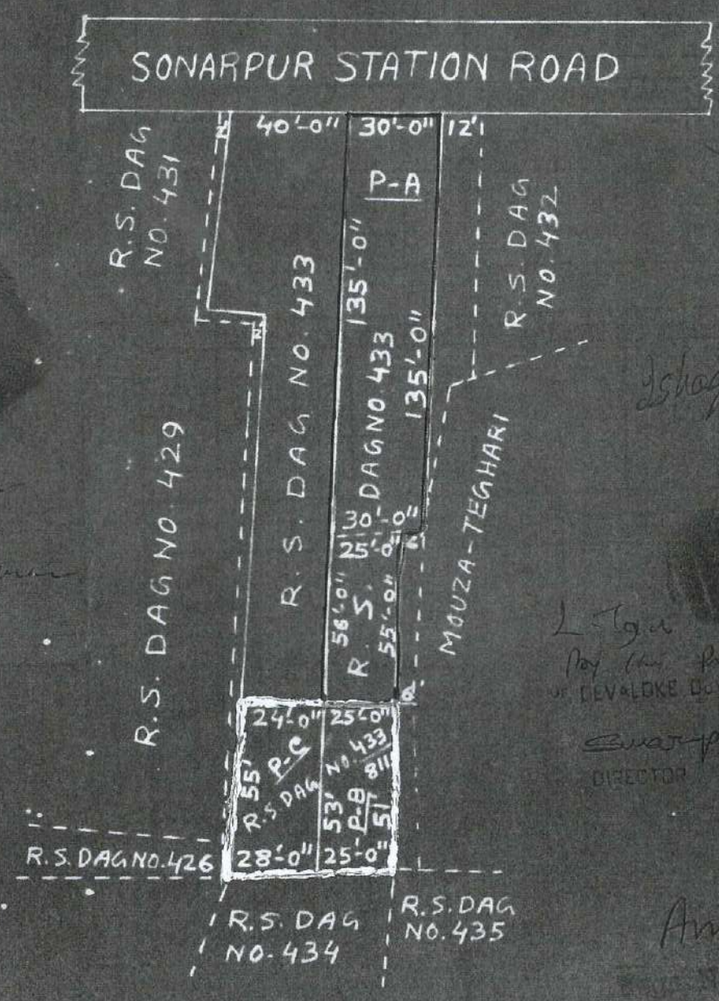
P.S.- SONARPUR, DIST.- 24 PARGANAS (SOUTH),

SCALE :- 1" = 50'.

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



LTI of Sakina Khatun Rly Kr. Pur of Mozir Rahaman

Ishaque gayen

L.T.I. of Rokin Pol, Surveyed Sheet

For DEVALOKE DEVELOPERS LTD.

DIRECTOR DIRECTOR

Amar Das

SURVEYED BY :- A. Das.

NARENDRAPUR, 24 PGS (S)

Varargan

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

DATED THIS 31ST DAY OF JANUARY 2007

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 76
Page from 8398 to 8415
being No 07128 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