

RE-Dogar 1435, 450/451
L-03429/10

भारतीय न्यायिक



BD-23039
505195 BD = F-24
A 987541
Atul Datta, Sub-Registrar
South 24 Parganas

THIS INDENTURE made this 25th day of July, Two Thousand Seven
BETWEEN ANWAR ALI MONDAL son of Late Akkash Ali Mondal, residing
at Village Teghari, P.O. R.K. Pally, P.S. Sonarpur in the District South 24
Parganas, 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 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
SECOND PART AND ALIUL RAHMAN MONDAL, son of Anwar Ali Mondal,
hereinafter referred to as the PURCHASER (which expression shall unless

Further the document is admitted to
effect and the stamp sheet and the
endorsement thereon attached with this
document are the same as the
document described in the
Annexure to the stamp sheet
Annexure to the stamp sheet
South 24 Parganas
19 MAR 2010

Continued .. page 2.

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30 MAR 2001

30 MAR 2001
S. CHATTERJEE
Member Secy, Vada
G. C. Qada



Presented by registration...
on the...
of...
by...

Sub No / No
of
by...
by...
by...

Add. Dist. Sub-Registrar
Samarapur, South 24 Pgs
G.M. (12/2) 5/11/01

V.C.T.G. No 1053

of
by...
by...

V.C.T.G. No 105
For DEVALOKE DEVELOPERS LTD.
Director
Samarapur

V.C.T.G. No 1055

Add. Dist. Sub-Registrar
Samarapur, South 24 Pgs
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Handed over
Labe Md. Meherunnisa
Toughoria R. K. Padiy
Ked-150

residing at Village Tephori, P.O. Ramkrishna Pally, P.S. Sonarpur in the District South 24 Parganas, hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**

WHEREAS :

A. One Akkach Ali Mondal had inherited from his ancestors All That the piece and parcel of land situated lying at Mouza Jaganathpur, P.S. Sonarpur, Dist. South 24-Parganas containing an area of 14 Sataks be the same a little more or less in R. S. Dag No.435, R. S. Khatian No.451, L.R. Dag No. 477, L.R. Khatian No.29, an area of 2 Sataks be the same a little more or less in R. S. Dag No.436, R.S. Khatian No.451, L.R. Dag No.478, L.R. Khatian No. 29 and an area of 8 Sataks be the same a little more or less in R. S. Dag No. 437, R. S. Khatian No. 451, L.R. Dag No.479, L.R. Khatian No.29 more fully and particularly described in the Schedule below (hereinafter collectively referred to as the "Said Land").

B. The said Akkach Ali Mondal had, in or around the year 1956, duly recorded his name in the office of the Block Land & Land Revenue Officer and had been in possession of the said land since then.

C. The said Akkach Ali Mondal who was the Muslim inhabitant governed by the Mohamedan School of Law died intestate on 15th day of December, 1961 leaving him surviving his widow, Sobajan Bibi and four sons namely, Saikat Ali, Giyad Ali, Samrul Ali and Anwar Ali and two daughters namely, Achia also known as Asura Bibi and Jobeda Bibi as his only heirs and legal representatives who jointly inherited the said land absolutely and forever.

D. By a Bengali Deed of Gift dated the 5th day of August, 1969 made between the said Samrul Ali Mondal therein referred to as Donor of the One Part and Sobjan Bibi therein referred to as Donee of the Other Part and registered in the office of the Additional District Sub-Registrar Sonarpur in Book No. 1, Volume No. 27, Pages 198 to 200, Being No. 1460 for the



ADD. Exr. Sonarpur,
Sonarpur, South M. P.

2/5/56

year 1969, the said Donor therein out of his natural love and affection towards the Donee granted, transferred, gifted and bequeathed unto and in favour of the Donee therein All That his undivided share in the said land absolutely and forever more fully and particularly described in the Schedule thereunder written.

E. The said Saikat Ali who was the Muslim inhabitant governed by the Mohamedan School of Law died intestate on 5th day of June, 1994 leaving him surviving his mother, Sobecjan Bibi, widow, Sekina Bibi, two sons namely, Abu Hossain and Noor Hossain and six daughters namely, Asura Bibi, Masura Bibi, Aklima Bibi, Jarina Bibi, Monoyara also known as Marina Bibi and Mamoni also known as Sonamoni Bibi as his only heirs and legal representatives who jointly inherited his undivided share in the said land absolutely and forever.

F. The said Sobecjan Bibi who was the Muslim inhabitant governed by the Mohamedan School of Law died intestate on 11th day of January, 1997 having her one son namely, Sankal Ali pre-deceased her leaving her surviving her three sons and two daughters namely Giyad Ali, Samsul Ali, Anwar Ali, Acchia also known as Asura Bibi and Jobeda Bibi as her only heirs and legal representatives who jointly inherited her undivided share in the said land absolutely and forever.

G. The said Achhia also known as Asura Bibi who was the Muslim inhabitant governed by the Mohamedan School of Law died intestate on 6th day of September, 2004 having her mother and one brother namely, Saikat Ali and husband pre-deceased her leaving her surviving her brothers namely Giyad Ali, Samsul Ali, Anwar Ali, and one sister, Jobeda Bibi as her only heirs and legal representatives who jointly inherited her undivided share in the said land absolutely and forever.

H. The said Jobeda Bibi who was the Muslim inhabitant governed by the Mohamedan School of Law died intestate on 26th day of March, 2006 having her husband Asraf Ali Laskar, four sons namely, Sankal Ali Laskar, Sundar

Continued .. page 4.



Atul Kumar, Secretary
Secretariat, South of the

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Ali Laskar, Rahaman Ali Laskar and Rhamath Ali Laskar and two daughters namely Najma Bibi and Sakia Bibi as her only heirs and legal representatives who jointly inherited her undivided share in the said land absolutely and forever.

1. Thus the Vendor herein along with Jiyad Ali Mondal, Samsur Ali, Asraf Ali Laskar, Sukur Ali Laskar, Sekendar Ali Laskar, Rahaman Ali Laskar, Rahamath Ali Laskar, Nasima Bibi, Sakia Bibi, Sakina Bibi, Abu Hossain Mondal, Nur Hossain Mondal, Asura Bibi, Masura Bibi, Aklima Bibi, Jarina Bibi, Monoyara alias Marina Bibi and Mamoni alias Sonamoni Khatoon became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said land free from all encumbrances, charges, liens, dispendens, acquisitions, requisitions, attachments and trusts of whatsoever nature in the following ratio:

Jiyad Ali Mondal	29.40%	7 sataks	25 sq ft
Samsur Ali	14.90%	2 sataks	373 sq ft
Arwar Ali	9.20%	7 sataks	25 sq ft
Asraf Ali Laskar, Sukur Ali Laskar, Sekendar Ali Laskar, Rahaman Ali Laskar, Rahamath Ali Laskar, Nasima Bibi and Sakia Bibi	14.70%	3 sataks	229 sq ft
Sakina Bibi, Abu Hossain Mondal, Nur Hossain Mondal, Asura Bibi, Masura Bibi, Aklima Bibi, Jarina Bibi, Monoyara alias Marina Bibi And Mamoni alias Sonamoni Khatoon	14.58%	3 sataks	213sq ft
	99.98	24 sataks	

Continued .. page 5.



Add. Dir. S. & P. S. Dept.
Bangalore, South M. P. S.

25/2

J. By an Indenture of Sale dated the 14th day of March, 2007 made between Jivad Ali Mondal, Samstur Ali, Asraf Ali Laskar, Sultan Ali Laskar, Sekender Ali Laskar, Raheman Ali Laskar, Rahamath Ali Laskar, Nasima Bibi, Sakila Bibi, Sakina Bibi, Abu Hossain Mondal, Nur Hossain Mondal, Asura Bibi, Masura Bibi, Akhira Bibi, Jarina Bibi, Monowara alias Marina Bibi and Mamoni alias Sonamoni Khatoon, therein jointly referred to as Vendors of the One Part and the Purchaser herein, therein also referred to as Purchaser of the Other Part and both registered in the office of the Registrar of Assurances, Kolkata, Being P-03818, the said Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser herein All That the undivided 70.60% out of the piece and parcel of land containing an area of 24 Setaks 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.435, 436 and 437, R.S. Khatian No. 451, I.R. Dag Nos. 477, 478 and 479, I.R. Khatian No. 29 being their undivided share in the said land more fully and particularly as set out in the Schedule thereunder written absolutely and forever.

K. Thus the Vendor herein along with the Purchaser herein became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said land free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever nature, the Vendor owning and possessing an undivided 29.40% share therein and the Purchaser herein owning and possessing the balance 70.60% share therein.

L. In spite of being aware of the death of the said Achhia also known as Asura Bibi on 6th day of September, 2004 and in spite of being aware that the heirs and heiresses of Achhia had already sold and disposed of Achhia's share in the said land by the aforesaid Indenture of Sale dated the 14th day of March, 2007, the Vendor abovenamed seeking to act on the strength of a purported registered Power of Attorney dated 29th April 2004 executed



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by the said Achhia Bibi before her death and which had come to an end upon her death, sought to, by a Bengali Deed of Conveyance dated 29th April 2007 registered in the Office of the District Sub-Registrar IV, Alipore in Book No. 1 being Deed No. 01887 of 2007, purported to sell, transfer and convey the share that had been owned by the said Achhia Bibi in the said land in favour of his son, the Confirming Party abovenamed.

M. The factum of death of the said Achhia Bibi on 6th day of September, 2004 was suppressed in the aforesaid Deed of Conveyance registered in the Office of the District Sub-Registrar IV, Alipore in Book No. 1 being Deed No. 01887 of 2007 executed by the Vendor abovenamed purportedly on behalf of the said Achhia Bibi in favour of his son, the Confirming Party abovenamed

N. The Confirming Party admits and acknowledges that the Vendor abovenamed had no right in law to execute and register the aforesaid Deed of Conveyance registered in the Office of the District Sub-Registrar IV, Alipore in Book No. 1 being Deed No. 01887 of 2007 on behalf of the said Achhia Bibi and further admits and acknowledges that he has derived no interest in the said land by virtue of the said Deed of Conveyance and that such Deed of Conveyance is liable to be and should be delivered up and cancelled.

O. The Confirming Party further admits and acknowledges that he has no right, title or any manner of interest in any part or portion of the said land and undertakes to make no claim or demand in that respect.

P. 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 undivided 29.40% share of the Vendor in the said land at and for the consideration of a sum of Rs. 3,84,125/- (Rupees Three lacs eighty four thousand one hundred twenty five only).



Adul. East. South Sulawesi
Sulawesi, South in this

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 3,84,125/- (Rupees Three lacs eighty four thousand one hundred twenty five 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 doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the undivided 29.40% out of the piece and parcel of land containing an area of 24 Sataks bet the same a little more or less situate lying at Mouja Jagannathpur, Police Station Fomarpur, in R.S. Dag Nos.435, 436 and 437, R.S. Khathan No. 451, L.R. Dag Nos. 477, 478 and 479, L.R. Khathan No. 29 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 collectively referred to as the 'said land') **OR** **HOWSOEVER OTHERWISE** the said land or any part thereof now is or heretofore was situated, betted, 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 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 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

Continued .. page 7.



Addl. Dir. - Small Industries
Bangalore, South M. Dist.

2/5/2

of the Purchaser absolutely and forever free from all encumbrances whatsoever.

THE VENDOR DOETH 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 further~~ 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;
- (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 Vendor ;
- (e) **THAT** 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 Vendor and if any portion of such taxes, levies, impositions etc. is or are



Asst. Dir. Social Welfare
Karnataka, South 2A PHS

25/2

found to have remained unpaid for the period upto the date of these presents, the same shall be paid by the Vendor forthwith upon demand ;

(f) THAT the Vendor has 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 Vendor or his 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 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 ;

(i) 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 :

N-056
ALL THAT the undivided 29.40% out of the piece and parcel of land containing an area of 24 Salsaks 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.435/436 and 437, R.S. Khatian No. 451, L.R. Dag Nos. 477, 478 and 479, L.R. Khatian No. 29, District Sub-Registrar

Continued ... page 9.



Adm. Serv. Section
Chicago, South 28th Precinct

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Sonsarpur, in the District of 24 Parganas South bounded in Red ink in the map or plan annexed hereto and butted and bounded as follows :

- On the North : By land in Mouze Teghori
- On the East : By land in Dag No. 434
- On the South : By land in Dag No. 434, 438
- On the West : By land in Dag No. 438

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their hands and seal the day month and year first above written.

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

DR. M. J. S. SINGH

- 1. *Shri D. ...*
Shri K. ...
N. ...

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

POP DEWALOK DEVELOPERS LTD.
S. ...
Director

- 1. *Shri ...*
Mahomoyan. ...
By ...

SIGNED AND DELIVERED by the said CONFIRMING PARTY at *...* Kolkata in the presence of :

- 1. *Masud Ali*
Teghori, R.K. Pally
Kol-150



Atty. Gen. Sub-Regional
Sourpore, South 24 Parg.

2/26

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 3,84,125/- (Rupees Three lacs eighty four thousand one hundred twenty five only) being the full consideration money as per Memo below :

By Pay Order No. dated / 07 / 2007

issued by UTI Bank Ltd., Garia Branch in favour of Anwar Ali Mondal

.....	Rs. 3,84,125.00
Total	Rs. 3,84,125.00

(Rupees Three lacs eighty four thousand one hundred twenty five only)

WITNESSES :

1. Abul Quis
Small Kharwa Bari
Narasingpur, Kharwa

2. Masud Ali
Tajshahi, R.K. Pally
Kod-150

৩০/০৭/২০০৭

Drawn by me :

Masud Ali

Advocate

Aswini Kumar Sinha
Advocate

Adil Dini, Sub-Registrator
Kantoran, Sakti, 24 Ngs



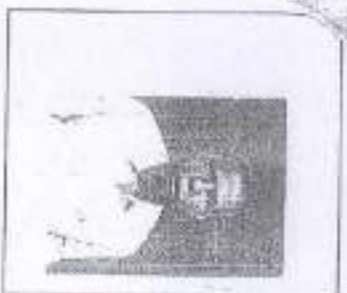
Adil Dini, Sub-Registrator
Kantoran, Sakti, 24 Ngs



Book No.
Volume No.
Page No.
Date of Issuance: 2018/08/20



ESSENTIAL/WEAVER



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NAME

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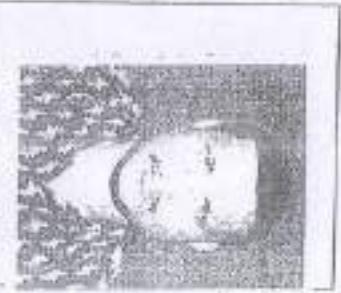


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NAME

SIGNATURE

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Right Hand					

NAME

SIGNATURE

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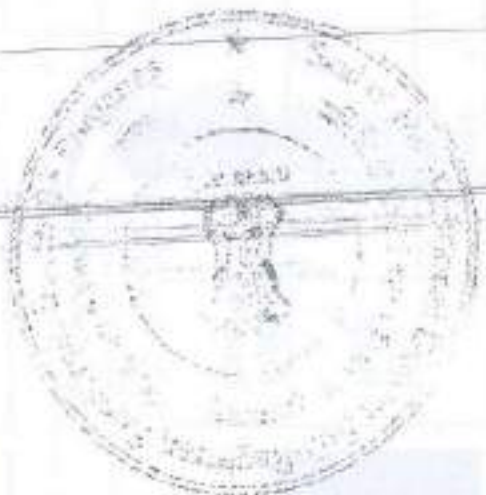


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NAME

SIGNATURE

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ಆಧಿಕಾರಿ ಸಹ-ಸ್ಥಾಪನೆ
ಮಾನ್ಯತೆಗೆ ಪಾತ್ರ

9 MAR 2010



Government Of West Bengal
Office Of the A. D. S. P. SONARPRIR
District:-South 24 Parganas

Endorsement For Deed Number : 1 - 03429 of 2010
(Serial No. 07504 of 2007)

Admissible under rule 21 of West Bengal Registration Rule, 1907 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899, also under section 11 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Deficit stamp duty
Deficit stamp duty Rs. 7249/- is paid, by the draft number 151087, Draft Date 18/03/2010, Bank Name STATE BANK OF INDIA, Mahanayatala, received on 19/03/2010

Deficit Fees paid
Deficit amount of Registration fees is realized under Article in rupees:
A(1) = 1331/- on 19/03/2010.

(Anirba Sinha)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Anirba Sinha)

Addl. Dist. Sub-Registrar
Samarpur, South 24 Parg.

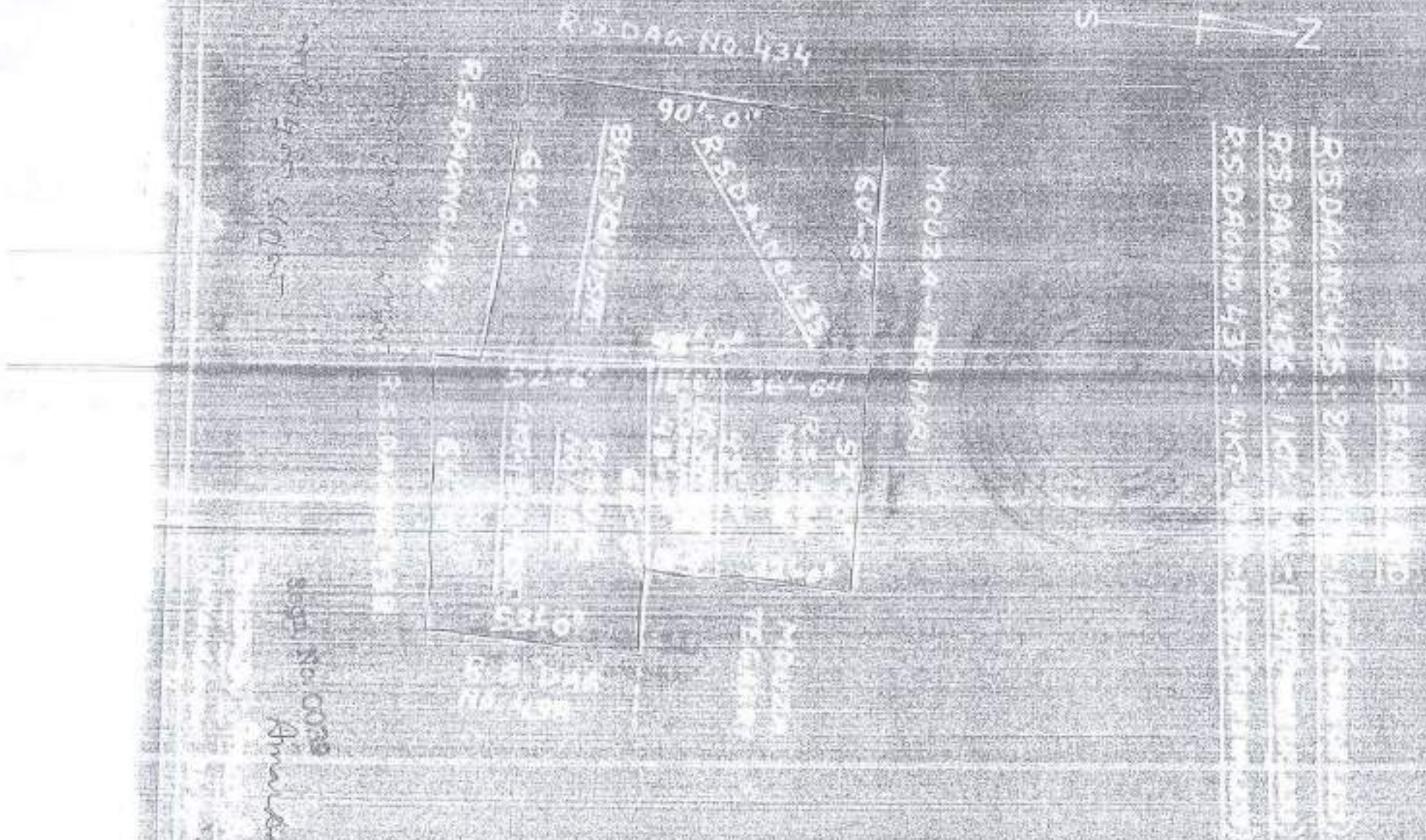


Addl. Dist. Sub-Registrar
Samarpur, South 24 Parg.



.....
কর্তৃপক্ষের নিকটস্থ
সংক্রান্ত নথি
সংক্রান্ত নথি
সংক্রান্ত নথি
সংক্রান্ত নথি

PLAN OF R.S. DAG NO. 434
 MOUZA - JAGANNATHPUR
 P.S. - SONARPUR, DIST. - JALPAIGURI, W.B.
 SCALE: 1" = 33'



Sept. No. 0029
 Amuldas

Addl Dist. Sub-Registrar
Samarapur, South 24 Pgs.



Addl. Dist. Sub-Registrar
Samarapur, South 24 Pgs.



প্রতি ফা. ১০০ টকা
বিস্তারিত বিবরণী
সংক্রান্ত পত্র
১০/১১/১২/১৩/১৪/১৫/১৬/১৭/১৮/১৯/২০/২১/২২/২৩/২৪/২৫/২৬/২৭/২৮/২৯/৩০/৩১/৩২/৩৩/৩৪/৩৫/৩৬/৩৭/৩৮/৩৯/৪০/৪১/৪২/৪৩/৪৪/৪৫/৪৬/৪৭/৪৮/৪৯/৫০/৫১/৫২/৫৩/৫৪/৫৫/৫৬/৫৭/৫৮/৫৯/৬০/৬১/৬২/৬৩/৬৪/৬৫/৬৬/৬৭/৬৮/৬৯/৭০/৭১/৭২/৭৩/৭৪/৭৫/৭৬/৭৭/৭৮/৭৯/৮০/৮১/৮২/৮৩/৮৪/৮৫/৮৬/৮৭/৮৮/৮৯/৯০/৯১/৯২/৯৩/৯৪/৯৫/৯৬/৯৭/৯৮/৯৯/১০০

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 497 to 513
being No 03429 for the year 2010.



(Anilma Sinha) 23-March-2010
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. SONARPPUR
West Bengal