P 12468 R.S.D.C. 121(J) I 08721/08

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

C 336123

Cheque No 309.03

dt 14.8.8 for

Rs 10.188/-

Collector

THIS INDENTURE made this 21st day of August, Two Thousand Seven made **BETWEEN SAKILA BIBI (MONDAL)**, wife of Saidulla Mondal, residing at Village Teghori, P.S. Sonarpur in the district of 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 **OTHER PART** :

Continued .. page 2.

42079

26 JUL 2007

JUL 2007

Date

Sold to VICTOR MOSES & CO
Solicitors & Advocates
Addressd 6, Old Post Office Street,
Kolkata-700 001.
Rs. 1001/- NP

L. S. VENDOR
HIGH COURT- CAL

Presented for Registration
on the 21st
days of August 2007
Vendor Residence
Salt Lake Kolkata

For DEVALOKE DEVELOPERS LTD.

Director

5211

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA 21/8/07

5212

1) Sukanta Mondal Devloke Developers Ltd at, Devaloke Developers Ltd, Cal-84, 2) Sajida Bibi (Mondal) W/o 2) Sahila Bibi (Mondal) at, Taghoria, P.S. Sonarpur

সাহিলা বিবি (মন্ডল)

Identified by me
Sarafuddin Mondal
S/o Gias uddin Mondal
Taghoria, Rik. pally
Sonarpur, Kol-150
business

Sarafuddin Mondal, S/o Gias Mondal, Taghoria, Rik Pally, Sonarpur, Kol 150

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA 21/8/07

Old Post, Calcutta 700001

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

WHEREAS:

A. One Rahimnessa Bibi 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 17 Sataks be the same a little more or less in R. S. Dag No.421, R. S. Khatian No. 137 (hereinafter collectively referred to as the "said entire land").

B. The said Rahimnessa Bibi had duly recorded her name in the office of the Block Land & Land. Revenue Officer and had been in possession of the said entire land since then.

C. The said Rahimnessa Bibi who was the Muslim inhabitant governed by the Mohamedan School of Law and had been predeceased by her husband, died intestate leaving her surviving her two sons, namely, Ahammad Bhangi and Ashraf Bhangi and two daughters, namely, Lal Banu Bibi and Rohila Bibi as her only heirs and legal representatives who jointly inherited the said entire land absolutely and forever.

D. By a Bengali Kobala dated the 22nd day of November, 1985 made between the said Ahammad Bhangi, Lal Banu Bibi and Rohila Bibi therein referred to as the Vendors of the One Part and and Ashraf Bhangi, therein referred to as Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar, Baruipur in Book No. I, Volume No. 72, Pages 391 to 397 Being No. 5753 for the year 1985, the said Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That undivided 7 sataks out the said entire land more fully and particularly described in the Schedule thereunder written absolutely and forever.

E. By a Bengali Kobala dated the 22nd day of November, 1985 made between the said Ashraf Bhangi, Lal Banu Bibi and Rohila Bibi therein referred to as the Vendors of the One Part and and Ahammad Bhangi, therein referred to as Purchaser of the Other

Continued .. page 3.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

Part and registered in the office of the Additional District Sub-Registrar, Baruipur in Book No. I, Volume No. 72, Pages 398 to 404 Being No. 5754 for the year 1985, the said Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That undivided 5 sataks out the said entire land more fully and particularly described in the Schedule thereunder written absolutely and forever.

F. By a Bengali Kobala dated the 22nd day of November, 1985 made between the said Ahammad Bhangi, Ashraf Bhangi, Lal Banu Bibi and Rohila Bibi therein referred to as the Vendors of the One Part and and Ramjan Ali Mondal, therein referred to as Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar, Baruipur in Book No. I, Volume No. 72, Pages 411 to 416, Being No. 5756 for the year 1985, the said Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That undivided 5 sataks out the said entire land more fully and particularly described in the Schedule thereunder written absolutely and forever.

G. Subsequent to execution and registration of the three Kobalas all dated 22nd November 1985, the said Ahammad Bhangi, Ashraf Bhangi and Ramjan Ali Mondal amicably separated and partitioned the said entire land between themselves in accordance with their respective shares therein and started enjoying their respective allotments.

H. By a Bengali Kobala dated the 11th day of June, 2002 made between the said Ahammad Bhangi therein referred to as the Vendor of the One Part and and the Vendor abovenamed, therein referred to as Purchasers of the Other Part and registered in the office of the Additional District Sub-Registrar, Baruipur in Book No. I, Volume No. 74, Pages 112 to 117, Being No. 4527 for the year 2002, 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 a demarcated area admeasuring 5 sataks out the said entire land being the demarcated allotment of the

Continued .. page 4.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

said Ahammad Bhangi more fully and particularly described in the Schedule thereunder written and also in the Schedule hereunder written (hereinafter referred to as the said land) absolutely and forever.

I. 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. 1,93,600/- (Rupees one lakh ninety three thousand six hundred only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,93,600/- (Rupees one lakh ninety three thousand six hundred 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 piece and parcel of agricultural land measuring 5 sataks be the same a little more or less being the demarcated Western portion of the land comprised in R. S. Dag No.421, R. S. Khatian No. 137, L.R. Dag No. 463 L.R. Khatian Nos. 131, situate lying at Mouza Jagannnathpur, 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 (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,

Continued .. page 5.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

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 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 their respective predecessors in title done or executed or knowingly suffered to the contrary the Vendor 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 Vendor have 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 them ;

Continued .. page 6.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

(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 them 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 agricultural land measuring 5 sataks be the same a little more or less being the demarcated Western portion of the lands comprised in R. S. Dag No.421, R. S. Khatian No. 137, L.R. Dag No. 463, L.R. Khatian Nos. 131 situate and lying at Mouza Jagannathpur, P.S. Sonarpur, J.L.No. 51, Touji No. 271 District Sub-Registrar Sonarpur, in the District of 24 Parganas South butted and bounded in the manner as follows :-

ON THE NORTH BY	:	By remaining lands in Dag No. 421
ON THE SOUTH BY	:	By land in Dag No. 420
ON THE WEST BY	:	By land in Dag No. 422
ON THE EAST BY	:	By remaining lands in Dag No. 421

Continued .. page 7.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

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

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

1. Sahidullah mondal.
Teghoria, R.K-Pally
Sonarpur, Kol - 150

2. Sarafuddin Mondal
Teghoria, R.K.-Pally, Sonarpur
Kol - 150

সাকিলা বিবি (মন্ডল)
SAKILA BIBI (MONDAL)

Read & Explained by me
Sarafuddin Mondal

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

(1) Mohati Sarkar
Kamalgazi. Kol-103.

(2) Newton Basu.
25/B, M.N. Sen Lane,
Cal - 40.

For DEVALOKE DEVELOPERS LTD.
Suhanh
Director

Continued .. page 8.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 1,93,600/- (Rupees one lakh ninety three thousand six hundred only) being the full consideration money as per Memo below :-

By Pay Order No. 010188 dated /08/07 issued by UTI Bank Ltd., Garia Branch in favour of the Vendor abovenamed	.....	Rs. 1,53,000.00
By Cash	.....	Rs. 40,600.00
Total		Rs. 1,93,600.00

(Rupees one lakh ninety three thousand six hundred only)

WITNESSES :

1. Sahidullah monda'
2. Sarafuddin Mondal

সাকিলা বিবি (মন্ডল)
SAKILA BIBI (MONDA

Drafted by me

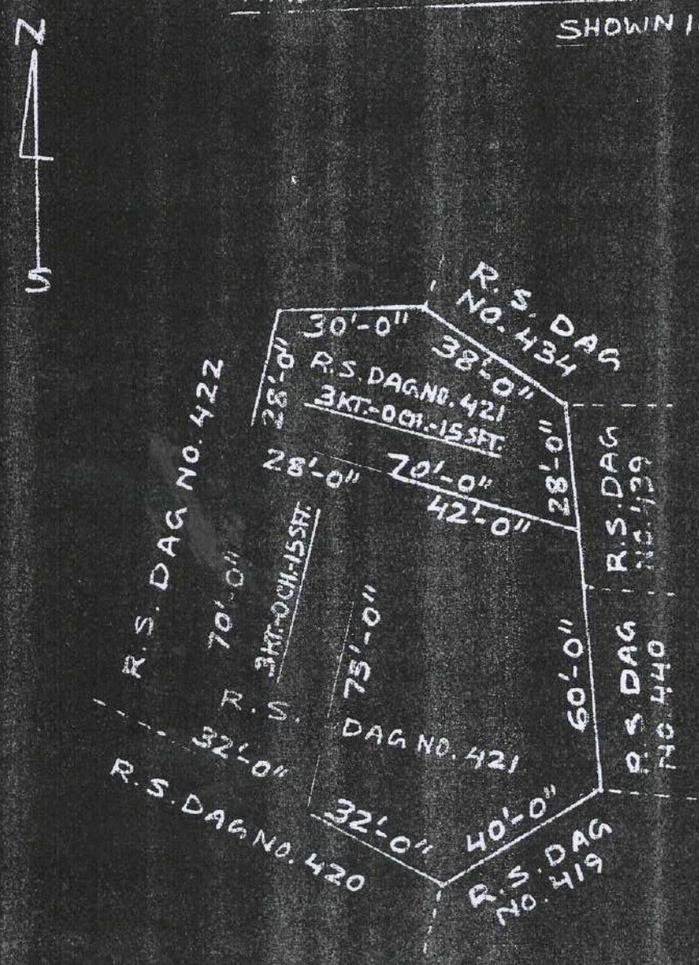
Advocate

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

SITE PLAN FOR PORTION OF R.S. DAG NO. 421,
AT MOUZA - JAGANNATHPUR, J.L. NO. 51,
P.S. - SONARPUR, DIST. - 24 PARGANAS (SOUTH),
UNDER RAJPUR-SONARPUR MUNICIPALITY, WARD NO. 7,

SCALE :- 1" = 33'

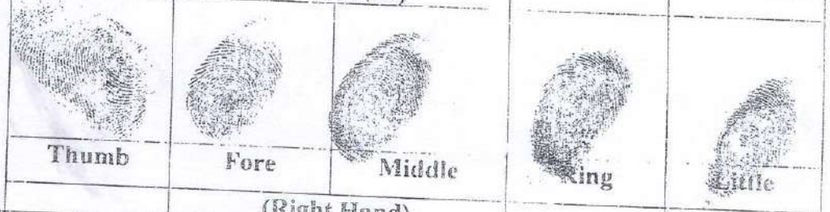
AREA OF LAND :- 3 KT.-0 CH.-15 SFT. (MORE OR LESS)
SHOWN IN RED BORDAR



DRAWN BY: Amar Da
Narendrapur, 24 pgs (S

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

SPECIMEN FORM FOR TEN FINGER PRINTS

	[illegible]					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	Subramanian					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

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

DATED THIS 21st DAY OF AUGUST 2

BETWEEN

SAKILA BIBI (MONDAL)

AND

DEVALOKE DEVELOPERS LIMITED

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

CONVEYANCE

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

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 79
Page from 260 to 272
being No 08721 for the year 2008.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Dines Kumar Mukhopadhyay) 31-October-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal