02954 RS DAG 460(I) 2639/08

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL C 336129

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

26 MAR 2008 Addl. District Sub-Registrar Sonarpur, South 24 Parganas

THIS INDENTURE made this 26th day of March Two Thousand Eight **BETWEEN SAHARA BANU AND SIRAJUL SARKAR** wife and son of Late Abdul Khalek Sarkar, both residing at Bhangi Para, Ward – 17, Sonarpur in the District of South 24 Parganas, 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, 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.

2073

26 JUL 2007

Date.....

Sold to .....VICTOR MOSES & CO.

Addressd..... Solicitors & Advocates
6, Old Post Office Street,
Kolkata-700 001.

Rs.....

L. S. VENDOR,

The Addl. Dist. Sub-Registrar Officer, Sonarpur, South 24 Parganas
Govt. of W.B.

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

26 MAR 2008

Dilip Haldar
S/o Late Dhirendranath Haldar
39 Green Park Kol-103
P.S. Sonarpur
Business

WHEREAS:

A. One Abdul Majid Sarkar was the absolute owner of All That the piece and parcel of agricultural land measuring 52 sataks be the same a little more or less in R. S. Dag No. 460, L.R. Dag No. 501, R.S. Khatian No. 44, L.R. Khatian No. 269 situate lying at Mouza Jagannathpur, P.S. Sonarpur, more fully and particularly described in the Schedule hereunder written (and hereinafter referred to as the "said entire land").

B. By a Kobala dated the 15th day of May, 1967 made between the said Abdul Majid Sarkar therein referred to as the Vendor of the One Part and Md. Ali Sheikh, therein referred to as Purchaser of the Other Part and registered in the office of the Sub-Registrar, Baruipur in Book No. I, Volume No. 65, Pages 151 to 153, Being No. 4314 for the year 1967, 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 said entire land more fully and particularly described in the Schedule thereunder written.

C. By a Kobala dated the 30th day of March, 1972 made between the said Md. Ali Sheikh therein referred to as the Vendor of the One Part and Abdul Khalek Sarkar, therein referred to as Purchaser of the Other Part and registered in the office of the Sub-Registrar, Baruipur in Book No. I, Volume No. 18, Pages 154 to 157, Being No. 928 for the year 1972, 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 said entire land more fully and particularly described in the Schedule thereunder written.

D. By a Kobala dated the 8th day of October, 1975 made between the said Abdu Khalek Sarkar therein referred to as the Vendor of the One Part and Md. Daud Al Bhangi, therein referred to as Purchaser of the Other Part and registered in the Sonarpu Sub-Registry office in Book No. I, Volume No. 65, Pages 39 to 43, Being No. 4268 fo

Continued .. page 3

The Addl. Dist. Sub-Registry Office * Sonarpur, South 24 Parganas *
Govt. of W.B.

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

26 MAR 2008

the year 1975, 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 16 sataks out of the said entire land more fully and particularly described in the Schedule thereunder written.

E. By a Kobala dated the 8th day of October, 1975 made between the said Abdul Khalek Sarkar therein referred to as the Vendor of the One Part and Md. Arsed Ali Bhangi, therein referred to as Purchaser of the Other Part and registered in the Sonarpur Sub-Registry office in Book No. I, Volume No. 62, Pages 291 to 294, Being No. 4269 for the year 1975, 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 16 sataks out of the said entire land more fully and particularly described in the Schedule thereunder written.

F. Thus the said Abdul Khalek Sarkar remained the owner of the remaining portior of the said land equivalent to 20 sataks (hereinafter referred to as the said land) more fully and particularly described in the Schedule hereunder written.

G. The said Abdul Khalek Sarkar who was a Muslim governed by the Mohammeda School of Law died intestate on the 24th day of December, 1994 leaving him survivin his widow, Sahara Banu and his son Sirajul Sarkar as his only heirs and leg representatives who jointly inherited the said land absolutely and forever.

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

I. The Vendors have agreed to sell and the Purchaser has agreed to purchase fr from all encumbrances, charges, liens, lispendens, acquisitions, requisitior attachments, trusts of whatsoever nature All That the said land at and for t

Continued .. page

The Addl. Dist. Sub-Registry Office * Sonarpur, South 24 Parganas *

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

26 MAR 2008

consideration of a sum of Rs. 6,77,000/- (Rupees Six lacs seventy seven thousand only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 6,77,000/- (Rupees Six lacs seventy seven thousand 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 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 containing an area of 20 Satak be the same a little more or less situate lying at Mouja Jagannathpur, Police Statio Sonarpur, in R.S. Dag No. 460, L.R. Dag No. 501, R.S. Khatian No. 44, L.R. Khatia No. 269 in the District of 24 Parganas South more fully and particularly described the Schedule hereunder written and shown and delineated in the map/plan annexe hereto and bordered in Red thereon (hereinafter referred to as the 'said land') C **HOWSOEVER OTHERWISE** the said land or any part thereof now is or heretofore w situated, butted, bounded, called, known, numbered, described and distinguish **TOGETHER WITH** all sewers drains ditches ancient and other lights, paths, passag and all manner of rights, privileges easements, advantages and appurtenanc whatsoever to the said land or any part thereof belonging to or anywise appertain or usually held, occupied or enjoyed or reputed known as part parcel or member ther or appurtenant thereto and all the estate, right, title, interest, property, claim and dem whatsoever both at law or in equity of the Vendors into and upon the same or any thereof **TOGETHER WITH** all deeds, pattahs, muniments of title whatsoever rela to the said land or any part thereof which now are or at any time hereafter shall or be in the possession, power or control of the Vendors or any other perso persons from whom the Vendors may procure the same without any action or suit

Continued .. pa

The Addl. Dist. Sub-Registry Office, Sonarpur, South 24 Parganas

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

26 MAR 2008

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

(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) **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 Vendors ;

Continued .. page 6

The Addl. Dist. Sub-Registry Office
Govt. of W.B.
South 24 Parganas

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

26 MAR 2008

The Addl. Dist. Sub-Registry Office
South 24 Parganas
Govt. of W.B.

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

26 MAR 2008

(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 Vendors and if any portion of such taxes, levies, impositions etc. is or are found to have remained unpaid for the period upto the date of these presents, the same shall be paid by the Vendors forthwith upon demand;

(f) **THAT** the Vendors have 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 Vendors or their predecessors in interest have not taken any loan o other financial accommodation against the security of the said land or any part or portio thereof ;

(h) **AND** that free and clear and freely and clearly absolutely acquitted, exonerate and released or otherwise by and at the costs and expenses of the Vendors well ar sufficiently indemnified of from and against all manners of claims, charges, liens, deb attachments and encumbrances whatsoever made or suffered by the Vendors or a person or persons lawfully or equitably claiming as aforesaid ;

(i) **AND** further that the Vendors and all persons having or lawfully or equita claiming any estate or interest whatsoever in the said land or any part thereof fr under or in trust for them the Vendors shall and will from time to time and at all tir hereafter at the request and costs of the Purchaser do and execute or cause to done and executed all such acts, deeds and things whatsoever for further better a more perfectly assuring the said land and every part thereof unto and to the use of Purchaser in manner aforesaid as shall or may be reasonably required.

Continued .. pag

The Addl. Dist. Sub-Registry Office
Sonarpur, South 24 Parganas
Govt. of W.B.

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

26 MAR 2008

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land containing an area of 20 Sataks be the same a little more or less situate and lying at Mouza Jagannathpur, P.S. Sonarpur, J.L.No.51, Touji No.271, comprised in R.S. Dag No. 460, L.R. Dag No. 501, R.S. Khatian No. 44, L.R. Khatian No. 269, District Sub-Registrar Sonarpur, in the District of 24 Parganas South butted and bounded in the following manner:

On the North : By land in Dag No. 450

On the East : By land in Dag No. 449 and 464

On the South : By remaining land in Dag No. 460

On the West : By land in Dag No. 458

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

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

1. Dilip Haldar
39 Greenpark
Kol - 103

2. Newton Bam.
25/8, M.N. Sen Lane.
Calcutta - 700040

L.T.I. of Sabor
By Pen of Dilip Ha
Read and Explain
Bengali By me
Dilip Hald

Sirajul Sarkar

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

(1) Newton Bam.
25/8, M.N. Sen Lane.
Calcutta. 700040

(2) Dilip Haldar
39 Green Park
Kol - 103

For DEVALOKE DEVELOPERS LTD.

Director

Continued .. page

The Addl. Dist. Sub-Registry Office
Sonarpur, South 24 Parganas
Govt. of W.B.

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

26 MAR 2008

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum Rs. 6,77,000/- (Rupees Six lacs seventy seven thousand only) being the fi consideration money as per particulars below :-

By Pay Order No. 012842 dated 25/03/2008
issued by ~~UTI~~ AXIS Bank Ltd., Garia Branch in favour
of Sirajul Sarkar ..... Rs. 477,000=00

By Cash ..... Rs. 200,000=00

Total Rs. 6,77,000.00

(Rupees Six lacs seventy seven thousand only)

WITNESSES :

(1) Dilip Haldar
39, Green Park
Kol - 103

(2) Nirmal Barua.
25/8, N.N. Sen Lane.
Calcutta 700040

LTI of Sche
By The Ben of
Dilip Hal

Sirajul Sa

Drafted by me

RUDRADEB CHOWDHURY
Advocate

The Addl. Dist. Sub-Registry Office
South 24 Parganas
Govt. of W.B.

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

26 MAR 2008

বলকারক ও দাতা

	বৃদ্ধাঙ্গুল	তর্জ্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
বামহাত					
ডানহাত					

নাম : SAHARA BANU

LTI of Sahara Ba
The Pen of Dilip

দাতা / গ্রহীতা

	বৃদ্ধাঙ্গুল	তর্জ্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
বামহাত					
ডানহাত					

নাম : SIRAJUL SARKAR স্বাক্ষর : Sirajul

দাতা / গ্রহীতা

	বৃদ্ধাঙ্গুল	তর্জ্জনী	মধ্যমা	অনামিকা	
বামহাত					
ডানহাত					

নাম : SUKANTA KUNDU স্বাক্ষর :

দাতা / গ্রহীতা

	বৃদ্ধাঙ্গুল	তর্জ্জনী	মধ্যমা	অনামিকা
বামহাত				
ডানহাত				

নাম : ..... স্বাক্ষর : .....

The Addl. Dist. Sub-Registry Office
South 24 Parganas
Govt. of W.B.

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

26 MAR 2008

Government of West Bengal

/ Finance (Revenue) ,Directorate of Registration and Stamp Revenue

/ice of the A. D. S. R. SONARPUR, District- South 24-Parganas

TI Sheet of Serial No 02954 / 2008 Document Number (I -02639,200

the Presentant

ame of the Presentant	Signature with date
Sukanta Kundu	

II . Signature of the person(s) admitting the Execution

Sl No	Admission of Execution By	Status	Photo	Finger Print	Signature
1.	Sukanta Kundu PS - Sonarpur 47, Garia Main Road 24 Pgs. (s)	Self		LTI	
2.	Sahara Banu PS - Sonarpur Bagani Para Sonarpur 24 Pgs. (s)	Self		LTI	L.T.I of Sahar By The Pen of Dilip Hal
3.	Sirajul Sarkar PS - Sonarpur Bagani Para Sonarpur 24 Pgs. (s)	Self		LTI	Sirajul Sar

Name of Identifier of above Person(s)
Dilip Halder
PS-Sonarpur,39, Green Park
Kolkata

Signature of Identifier with Da
Dilip Haldar 26/

(Utpal Kumar Chakrabarty)
ADDITIONAL DISTRICT SUB-REGI
Office of the A. D. S. R. SONARPUF

The Addl. Dist. Sub-Registry Office
Sonarpur, South 24 Parganas
Govt. of W.B.

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

26 MAR 2008

Government Of West Bengal
Office of the A. D. S. R. SONARPUR
SONARPUR
Endorsement For deed Number :I-02639 of :2008
(Serial No. 02954, 2008)

...08

...y(Rule 43)

...e under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of ...Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

...ment of Fees:

...ee Paid in rupees under article : A(1) = 8844/- on:26/03/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 804695/-

Certified that the required stamp duty of this document is Rs 48282 /- and the Stamp duty paid as: Impresive Rs- 100

Deficit stamp duty

Deficit stamp duty : Rs 48282/- is paid by the draft no. :247953, Draft date:26/03/2008, Bank name:STATE BANK OF INDIA, Sonarpur, recieved on :26/03/2008.

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.04 on :26/03/2008,at the Office of the A. D. S. R. SONARPUR by Sukanta Kundu,Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on :26/03/2008 by

1. Sahara Banu, wife of Lt Abdul Khalek Sarkar,Bagani Para,Thana Sonarpur, By caste Muslim,by Profession :House wife
2. Sirajul Sarkar, son of Lt Abdul Khalek Sarkar,Bagani Para,Thana Sonarpur, By caste Muslim,by Profession :Business
3. Sukanta Kundu,Director,Devaloke Developers Limited,47, Garia Main Road, profession :Service

Identified By Dilip Halder, son of Lt Dhirendranath Halder 39, Green Park Kolkata Thana: Sonarpur, by caste Hindu,By Profession :Business

[Utpal Kumar Chakrabarty]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF SONARPUR
Govt. of West Bengal

The Addl. Dist. Sub-Registry Office
Sonarpur, South 24 Parganas
Govt. of W.B.

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

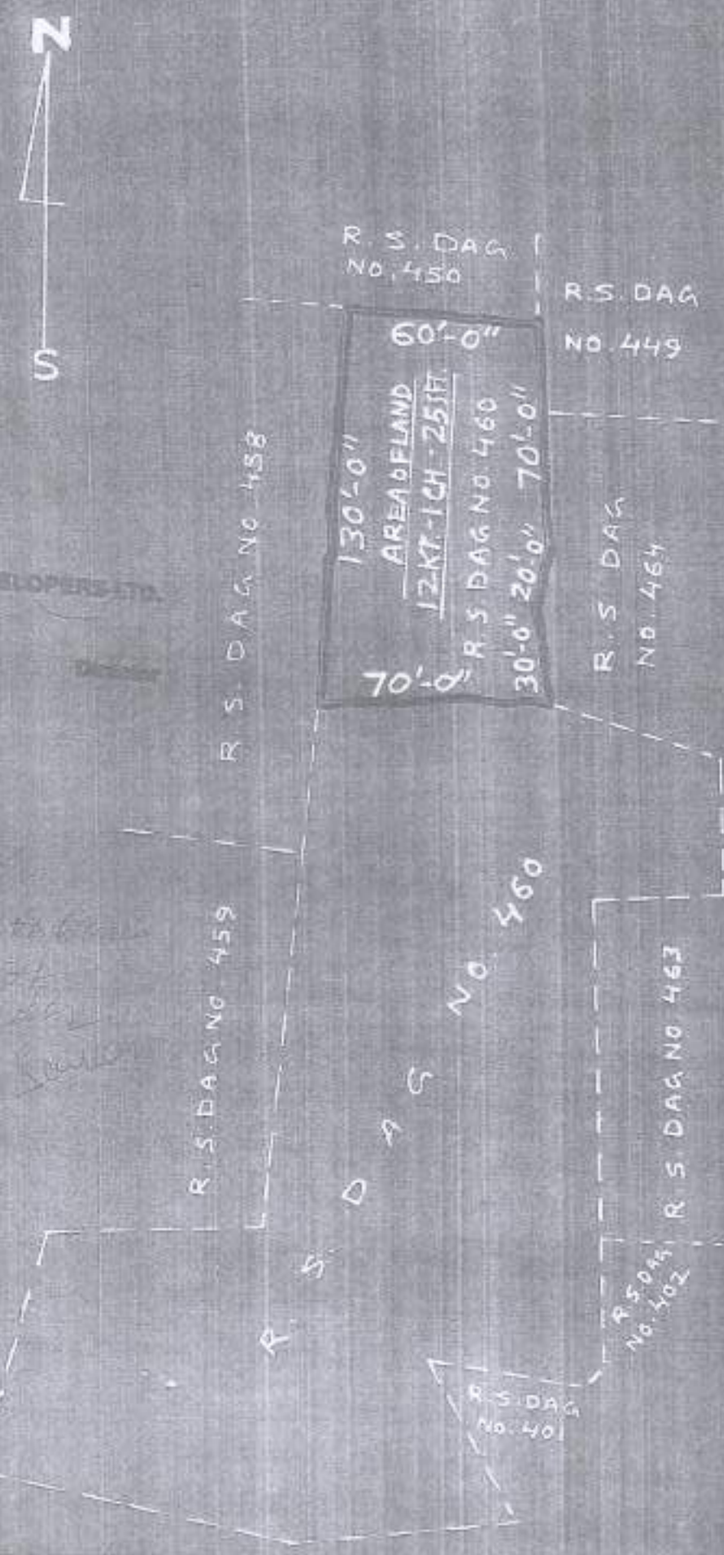
26 MAR 2008

AN FOR PORTION OF R.S. DAG NO. 460,
ZA - JAGANNATHPUR, J.L. NO. 51,
.- SONARPUR, DIST.- 24 PARGANAS (SOUT

SCALE :- 1" = 50'

AREA OF LAND :- 12 KT.-1 CH.-25 SFT. (M

SHOWN IN RED BORD



The Addl. Dist. Sub-Registry Office
Govt. of W.B.
South 24 Parganas

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

26 MAR 2008

Government of West Bengal
Office of the A. D. S. R. SONARPUR
(Market Value/Chargeability assessment Slip)

Date : 26/03/2008

Year : 2008

No. 003730

Name Applicant: Sukanta Kundu

Applicant Claimant

Property: [0101]Sale Document

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 927 to 940
being No. 02639 for the year 2008.

(Utpal Kumar Chakrabarty) 31-March-2008
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. SONARPUR
West Bengal

26 MAR 2008