R.Dng. 460 (J)

I-3194/11

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL A 057511

V/C 515/11
A. 6464/11
7-0

(1) 250.00
(2) 500.00
₹ 750.00
received on 25/4/11

26/4/11

26/4/11

Sub-Registrar-IV
North 24 Parganas, Alipore,
Registrar U/S 7 (B) of
Registration Act 1908
26 APR 2011

(5)

DEED OF CONVEYANCE

THIS INDENTURE is made this the 25th day of April, **TWO THOUSAND AND ELEVEN (2011), of Christian Era,**

BETWEEN

25 APR 2011

5000/-

Sl. No. 3217 Dt. ..... Rupees .....

Mr. ~~Mrs.~~ Devaloke Developers Ltd

Address 47 Garia Main Road Kol-84

P. S. .....

Vendor .....

Santosh Kr. Dey
ALIPUR POLICE COURT
Kolkata - 27

5000/-

Subarta Lunch

For DEVALOKE DEVELOPERS LTD.

Subarta Lunch

Director

1107

1108

Gitanjali Biswas.
d/o - Lt. Nirmalendu Biswas.
47, Garia Main Rd.; Kol-84.
(Service)

25 APR 2011

Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 03194 of 2011

(Serial No. 02994 of 2011)

On

Payment of Fees:

On 25/04/2011

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 19.00 hrs on :25/04/2011, at the Private residence by Sukanta Kundu ,Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 25/04/2011 by

1. Dawood Ali Bhangi, son of Lt. Kachimuddin Bhangi , Jagannathpur, , , Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : ----
2. Sukanta Kundu
   Director, Devaloke Developers Ltd, 47 Garia Main Rd, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700084 .
   , By Profession : ----

Identified By Gitanjali Biswas, daughter of Lt. Nirmalendu Biswas, 47 Garia Main Rd, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700084 , By Caste: Hindu, By Profession: Service.

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

On 26/04/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 12667/-, on 26/04/2011

(Under Article : A(1) = 12628/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 26/04/2011)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.- 1148416/-

Certified that the required stamp duty of this document is Rs.- 68915 /- and the Stamp duty paid as: Impresive, Rs.- 5080/-

Deficit stamp duty

(Dulal ChandraSaha)
DISTRICT SUB-REGISTRAR-IV

Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 03194 of 2011

(Serial No. 02994 of 2011)

Deficit stamp duty

1. Rs. 14935/- is paid, by the draft number 219974, Draft Date 25/04/2011, Bank Name State Bank of India, JADAVPUR UNIVERSITY, received on 26/04/2011
2. Rs. 49000/- is paid, by the draft number 219975, Draft Date 25/04/2011, Bank Name State Bank of India, JADAVPUR UNIVERSITY, received on 26/04/2011

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

(Dulal ChandraSaha)
DISTRICT SUB-REGISTRAR-IV

THIS INDENTURE made this 25th day of April Two Thousand Eleven **BETWEEN** **DAWOOD ALI BHANGI**, son of Late Kachimuddin Bhangi, resident of Village Jagannathpur, 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 represented by its Director, Sukanta Kundu, son of Sankar Kundu, working for gain at 47, Garia Main Road, Mahamayatala, Kolkata 700084, 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** :

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. 456, 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").

Continued .. page 2.

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 Abdul Khalek Sarkar therein referred to as the Vendor of the One Part and Md. Daud 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. 65, Pages 39 to 43, Being No. 4268 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 a demarcated area of 16 sataks out of the said entire land more fully and particularly described in the Schedule thereunder written (and hereinafter referred to as "the said land").

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

Continued .. page 3.

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 a demarcated area of 16 sataks out of the said entire land more fully and particularly described in the Schedule thereunder written.

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

G By a Deed of Conveyance dated the 26th day of March, 2008 made between the said Sahara Banu and Sirajul Sarkar therein referred to as the Vendors of the One Part and Devaloke Developers Limited being the Purchaser abovenamed, therein referred to as Purchaser of the Other Part and registered in the Sonarpur Sub-Registry office in Book No. I, CD Volume No. 6, Pages 927 to 940, Being No. 02639 for the year 2008, the said Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein and herein All That a demarcated area of 20 sataks out of the said entire land more fully and particularly described in the Schedule thereunder written.

H. Thus the Vendor is 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.

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. 11,00,000/- (Rupees Eleven lacs only).

Continued .. page 4.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 11,00,000/- (Rupees Eleven lacs 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 land containing a demarcated area of 16 Sataks be the same a little more or less situate lying at Mouja Jagannathpur, Police Station Sonarpur, in R.S. Dag No. 460, L.R. Dag No. 501, L.R. Khatian No. 391 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 (hereinaffer 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 every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances whatsoever.

Continued .. page 5.

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 ;

(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;

Continued .. page 6.

(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 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 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 ;

(i) **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 containing a demarcated area of 16 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, L.R. Khatian No. 391,

Continued .. page 7.

District Sub-Registrar Sonarpur, in the District of 24 Parganas South butted and bounded in the following manner:

On the North : By land in RS Dag Nos. 464 and remaining land in RS Dag No. 460

On the East : By land in RS Dag No. 464

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

On the West : By remaining land in RS Dag No. 460

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 **VENDOR** at Kolkata in
the presence of :
Gitanjali Biswas.
Mithun Sardar

SIGNED AND SEALED by
the said **PURCHASER** by the
pen of its Director, Sukanta Kundu
at Kolkata in the presence of :
Gitanjali Biswas.
Mithun Sardar

For DEVALOKE DEVELOPERS LTD,
Sukanta Kundu
Director

Continued .. page 9.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 11,00,000/- (Rupees Eleven lacs only) being the full consideration money as per particulars below :-

By Pay Order No. 028153 dated 21 / 04 /2011
issued by UTI Bank Ltd., Garia Branch in favour
of the Vendor ..... Rs. 11,00,000.00

Total Rs. 11,00,000.00

(Rupees Eleven lacs only)

নাইন ক্যালকাটা সুপ্রি

WITNESSES :

Mithun Sardar
47 Garia main road
Kol-84

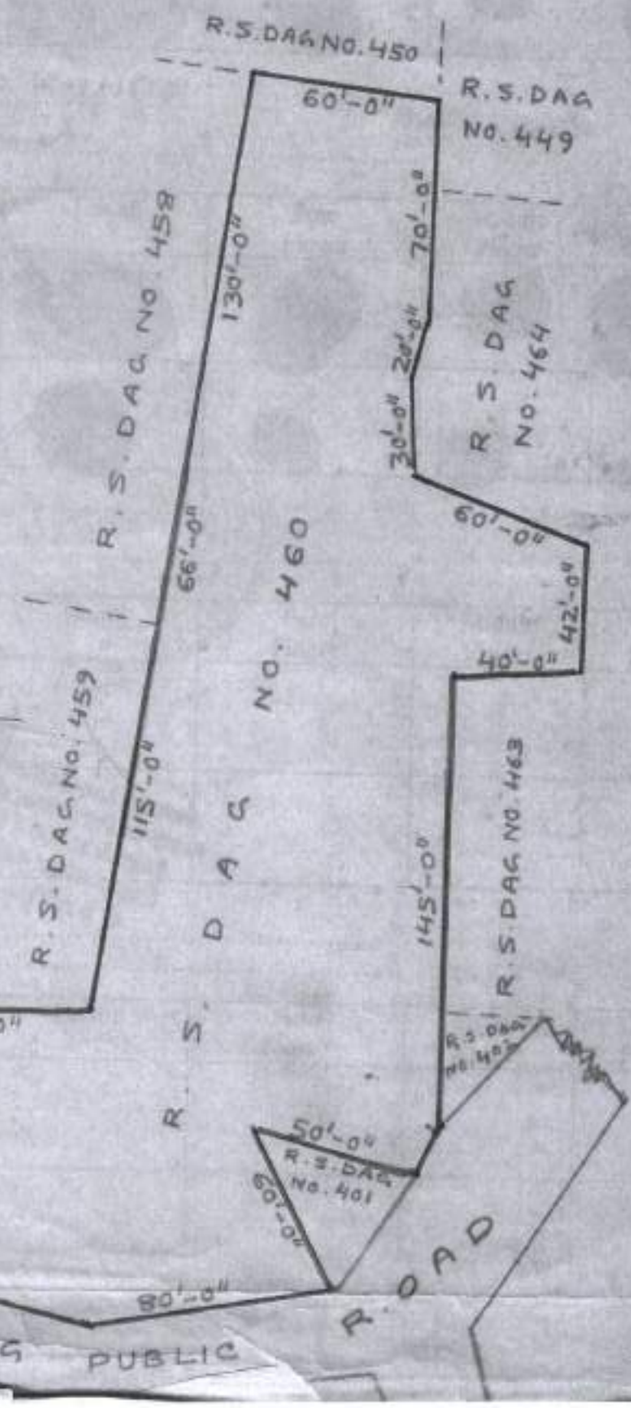
Gitanjali Biswas.
47, Garia Main Rd.; Kol-84.

Drafted by me

Advocate, High Court
Kolkata

SITE PLAN FOR PORTION OF R.S. DAG NO. 460,
MOUZA - JAGANNATHPUR, J.L. NO. 51,
P.S.-SONARPUR, DIST.- 24 PARGANAS (SOUTH),
UNDER RAJPUR-SONARPUR MUNICIPALITY,
SCALE:- 1" = 50',

AREA OF LAND:- 103 DECIMALS (MORE OR LESS)
PURCHASE LAND:- 16 DECIMALS (MORE OR LESS)



For DEVALOKE DEVELOPERS LTD.
Director

Seal of the Dist. Sub-Registrar-IV, Sonarpur

Dwarik Sub-Registrar-IV
Sonarpur, 24 Parganas, Alipore
Registration Act 1908
Registration U/S 7 (3) of
25 APR 2011

	Thumb	Fore Finger	Middle Finger	Ring Finger	Litt Fing
Left Hand					
Right Hand					

NAME SUKANTA KUNDU

SIGNATURE Sukanta Kundu

	Thumb	Fore Finger	Middle Finger	Ring Finger	Littl Fing
Left Hand					
Right Hand					

NAME .....

SIGNATURE .....

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finge
Left Hand					
Right Hand					

NAME .....

SIGNATURE .....

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME .....

SIGNATURE .....

Alipore Sub-Registrar-II
South 24 Parganas, Alipore.
Registered U/S 7 (II) of
Registration Act 1908
25 APR 2011

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 1842 to 1856
being No 03194 for the year 2011.

(Dulal ChandraSaha) 29-April-2011
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS
West Bengal