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पश्चिम बंगाल WEST BENGAL

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No. 0184/1993  
from 636025  
P. 07

*Stamp:*  
WEST BENGAL  
COURT OF SESSIONS  
KOLKATA

636025

9 SEP 2008

01-8111

21/9/1993

A. 69X-100

B. 2.0

C. 3003

THIS INDENTURE made this 5<sup>th</sup> day of September, Two Thousand Eight  
BETWEEN SEIKH AHMED HUSSAIN ALIAS KHOKON son of Aktar Hussain,  
residing at 6, Selimpur Lane, Kolkata-700031, 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

via V. Gar. no. 703 SK/950.

Continued... page 2.

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N.C.T. ৩.৩.৩৯

REAL ESTATE DEVELOPERS LTD.

Director

N.C.T. ৩.৩.৩৯

Shair Alamuddin

Adal Bari Sub-Registry  
Sonarpur, South 24 Parganas

9 SEP 11 11 11

Silip Kumar Halder

S/o Late Shivan Chandra Halder

39 Green Park,

P.O. Nandrapur

Business

and Kolkata - 700 084, represented by its Director, Sukanta Kundu of 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 :

WHEREAS :

- A. Badsha Ali Laskar, Enchhan Ali Laskar, Jobeda Khatoon Bibi, Jogaton Bibi, Motijan Bibi, Abdul Rahaman and Anwara Khatoon Bibi were the absolute joint owners of All That the piece and parcel of agricultural land measuring 38 sataks equivalent to 1 Bigha 2 Cottahs 15 Chittacks 37.8 Sq ft. be the same a little more or less in R. S. Dag No. 412, L.R. Dag No. 458, R.S. Khalian No. 168, L.R. Khalian No. 895 situate lying at Mouza Jagannathpur, P.S. Sonarpur in the district of South 24 Parganas 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 6<sup>th</sup> day of January, 1954 made between the said Badsha Ali Laskar, Enchhan Ali Laskar, Jobeda Khatoon Bibi, Jogan Bibi and Motijan Bibi for self and as guardian of Abdul Rahaman and Anwara Khatoon Bibi therein jointly referred to as the Vendors of the One Part and Mossammat Sahara Khatoon Bibi, therein referred to as Purchaser of the Other Part and registered in the office of the Sub-Registrar, Barulpur in Book No. 1, Volume No. 57, Pages 275 to 278, Being No. 5576 for the year 1954, 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 said entire land more fully and particularly described in the Schedule thereunder written.
- C. By another Kobala dated the 14<sup>th</sup> day of February, 1992 made between the said Mossammat Sahara Khatoon Bibi therein referred to as the Vendor of the One Part and Abdul Hanif, Abdul Rahim, Abdul Owahid, Abdul Sahid, Abdul Halim and Abdul Hai therein jointly referred to as the Purchasers of the Other Part and registered in the





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Somapuri, South 24 Pgs  
9 SEP 1908

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office of the District Sub-Registrar, Alipur in Book No. 1, Volume No. 52, Pages 189 to 196, Being No. 2514 for the year 1992, the said Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That said entire land more fully and particularly described in the Schedule thereunder written.

D. The said Abdul Hanif who was a Muslim governed by the Mohammedan School of Law died intestate on the 17<sup>th</sup> day of September, 1993 leaving him surviving his widow, Maleka Begum and his son Abdul Hasim as his only heirs and legal representatives who jointly inherited his undivided share in the said land according to their respective shares under the Muslim Law absolutely and forever.

E. By another Kobala dated the 10<sup>th</sup> day of October, 1998 made between the said Abdul Rahim, Abdul Owahid, Abdul Sahid, Abdul Halim, Abdul Hai, Maleka Begam and Abdul Hasim therein jointly referred to as the Vendors of the One Part and Abdul Sagir therein referred to as the Purchaser of the Other Part and registered in the office of the District Sub-Registrar, Alipur in Book No. 1, Volume No. 37, Pages 301 to 316, Being No. 1443 for the year 2000, 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 demarcated 5 cottahs out of the said entire land (hereinafter referred to as the said land) more fully and particularly described in the Schedule thereunder written as also hereunder written.

F. By another Kobala dated the 20<sup>th</sup> day of September, 2000 made between the said Abdul Sagir therein referred to as the Vendor, Abdul Rahim, Abdul Owahid, Abdul Sahid, Abdul Halim, Abdul Hai, Maleka Begam and Abdul Hasim therein jointly referred to as the Confirming Parties and Seikh Ahmed Hussain alias Khokon therein referred to as the Purchaser of the Other Part and registered in the office of the District Sub-Registrar, Alipur in Book No. 1, Volume No. 31, Pages 47 to 64, Being No. 1169 for the year 2001, the said Vendor therein with the consent and concurrence of the Confirming

Continued .. page 4.



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ties therein for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the said land more fully and particularly described in the Schedule thereunder written as also hereunder written.

G. Thus the Vendor is now 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.

H. 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. 2,85,000/- (Rupees Two lacs eighty five thousand only).

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs. 2,85,000/- (Rupees Two lacs eighty five thousand only) of the lawful money of ~~the~~ <sup>the</sup> 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 an area of demarcated 5 Cottahs be the same a little more or less situate lying at Mouja Jagannathpur, Police Station Sonarpur, in R. S. Dag No. 412, L.R. Dag No. 458, R.S. Khatian No. 168, L.R. Khatian No. 895 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





icient 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 Vendor into and upon the same or any part thereof **TOGETHER WITH** all deeds, patahs, 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 his 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 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 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

Continued .. page 6.



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Sonapur, South 24 Pgs  
9 SEP 1908

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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 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



Addl. Dist. Sub-Registrar  
Salem, South 24 Pgs  
9 SEP 1968

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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 an area of demarcated 5 Cottahs 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. 412, L.R. Dag No. 458, R.S. Khatian No. 168, L.R. Khatian No. 895, District Sub-Registrar Sonarpur, in the District of 24 Parganas South butted and bounded in the following manner:

- On the North : By remaining land in Dag No. 412
- On the East : By land in Dag No. 454
- On the South : By remaining land in Dag No. 412
- On the West : By land in Dag No. 454

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



*Shri. Anand Mishra*  
**SIGNED AND DELIVERED** by

the said **VENDOR** at Kolkata  
in the presence of :

*1. Mr. Chaitany  
Mahaanand  
Sonia Kol-871.*

*2. Bipin Kumar Talwar  
Green Park*

**FOR DEVELOPER DEVELOPERS LTD.**

*Sukanta Kundu*

**Director**

**SIGNED AND SEALED** by the

said **PURCHASER** at Kolkata

in the presence of :



Addl. Dist. Supt. Registrar  
Sonapur, South 24 Pgs  
9 SEP 7008

REGISTRY OFFICE  
SONAPUR, SOUTH  
G.O. NO. 1051



MEMO OF CONSIDERATION

**RECEIVED** of and from the within-named Purchaser the within-mentioned sum of Rs. 2,85,000/- (Rupees Two lacs eighty five thousand only) being the full consideration money as per particulars below :-

By Pay Order No. ... 011533, dated \_\_\_/10/2008  
issued by <sup>AXIS</sup> ~~HH~~ Bank Ltd., Garia Branch in favour  
of the Vendor

.....  
Total Rs. 2,85,000.00  
Rs. 2,85,000.00

(Rupees Two lacs eighty five thousand only)



WITNESSES:

1. Umesh Chaitany  
Markamonyapur. State. Alamed Mishra
2. Bilip Kumar Bador  
Green Road

Drafted by me

1926  
Advocate  
High Court.

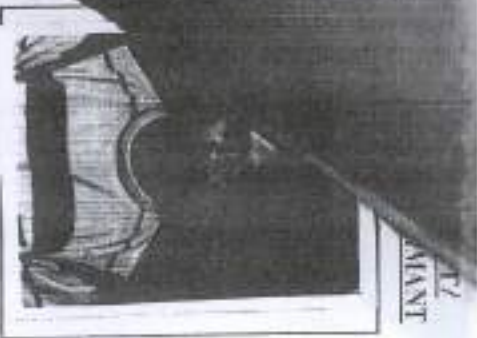


Addl. Dist. Sub-Registry  
Sonapur, South 24 Pgs  
9 SEP 1970

RECEIVED

10/10





NAME : Sheikr. Ahmed/Masari  
 SIGNATURE Sheikr. Ahmed/Masari

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Left Hand					
Right Hand					



NAME : SUKANTAKUNDU  
 SIGNATURE Sukanta Kundu

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

EXECUTANT/  
CLAIMANT

COLOUR  
PASSPORT  
P H O T O

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

NAME :  
SIGNATURE

EXECUTANT/  
CLAIMANT

COLOUR  
PASSPORT  
P H O T O

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Left Hand					
Right Hand					

NAME :  
SIGNATURE





2008

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

resented for registration at 19.40 hrs on :05/09/2008,at the Private residence by Sukanta Kundu,Claimant.

**Admission of Execution(Under Section 58)**

Execution is admitted on 05/09/2008 by

1. Seikh Ahmed Hussain alias Khokon, son of Aktar Hussain ,6 Sellimpur Lane Kolkata , Thana ,Pin 700031, By caste Muslim by Profession :Others
2. Sukanta Kundu Director,Devaloke Developers Ltd ,47 Garia Main Road, profession :Business Identified By Dilip Kr Halder, son of Lt Dharendra Nath Halder 39 Green Park Narendrapur Thana, Sonarpur, by caste Hindu,By Profession :Business.

Name of the Registering officer :Utpal Kumar  
Chakrabarty  
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

On 08/09/2008

**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- 636025/-  
Certified that the required stamp duty of this document is Rs 38172 /- and the Stamp duty paid as: Impresive Rs- 5000

Name of the Registering officer :Utpal Kumar  
Chakrabarty  
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

On 09/09/2008

**Certificate of Admissibility(Rule 43)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number 23,5  
of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.  
10,00/-

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



Addl. Dist. Sub-Registrar  
Bangalore South 24  
9 SEP 1988



Government Of West Bengal  
Office of the A. D. S. R. SONARPUR  
SONARPUR  
Endorsement For deed Number :1-09252 of :2008  
(Serial No. 09042, 2008)

**Fees:**

In rupees under article : A(1) = 6956/- E = 7/- on:09/09/2008  
Draft stamp duty

Draft stamp duty Rs. 33190/- is paid, by the draft number 286511, Draft Date 04/09/2008 Bank Name State Bank Of India, Garra [kol], received on :09/09/2008.

Name of the Registering officer : Utpal Kumar  
Chakrabarty  
Designation : ADDITIONAL DISTRICT SUB-REGISTRAR



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

REGISTRY OFFICE  
ADDL DIST. S. C.  
SOMAPUR, SOUTH 24 PGS

REGISTRY OFFICE  
ADDL DIST. S. C.  
SOMAPUR, SOUTH 24 PGS

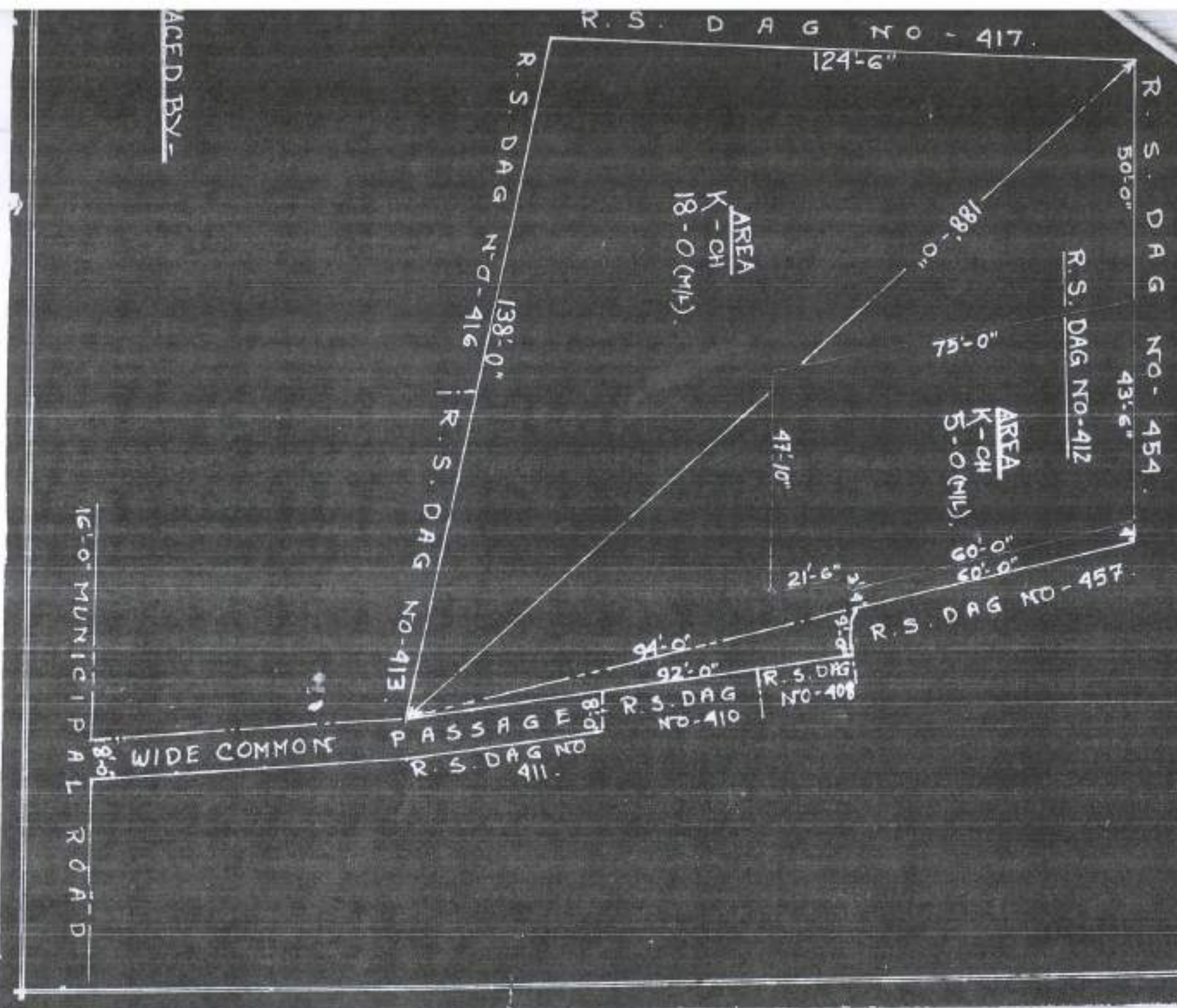


Addl Dist. Sub-Registry  
Somapur, South 24 PGS  
9 SEP 70



R.S. DAG NO-412, MOUZA-JAGANNATHPUR, T.L.  
 ARPUR, DIST-24PG(S), WARD NO-7, UNDER  
 NARPUR MUNICIPALITY, AREA SHOWN IN RED BORDER  
 SCALE - 1" = 25'-0" FT.

R.S. DAG NO	K-CH-SFT
412	5-0-0



Continued .. page 3.

AGED BY-

16'-0" MUNICIPAL ROAD



Addl. Dist. Sub-Registrar  
Sampore, South 24 Pgs  
9 SEP 700A



Certificate of Registration under section 60 and Rule 69.

Registered In Book - I  
CD Volume number 26  
Page from 630 to 643  
being No 09252 for the year 2008.



(Utpal Kumar Chakrabarty) 10-September-2008  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. SONARPUR  
West Bengal