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156949

MAHAT KR. DAS
JUDGE
COURT

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19 FEB 2008

19 FEB 2008

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MAHENDRA
Advocate
M. K. Roy Chowdhuri & Co.
Solicitors & Advocates
7 Old Post Office Street
2nd floor, Calcutta 70000

[Handwritten initials]

BIBI wife of Idrish Ali Seikh, residing at Village Teghori, P.O.: R.K. Pally, P.S. Sonarpur, District South 24 Parganas, SAKINA BIBI, ABU HOSSAIN MONDAL, NUR HOSSAIN MONDAL widow and sons of Late Chhakat / Soukat Ali Mondal, all residing at Village Teghori, P.O.: R.K. Pally, P.S. Sonarpur, District South 24 Parganas, ASURA BIBI wife of Giyasuddin Bhangsi, residing at Jagannathpur, Bhangipara, P.O.: R. K. Pally, P.S. Sonarpur, District South 24 Parganas, MASURA BIBI, wife of Ahmed Ali Mondal, residing at Malik P.S. Baruiপুর, District South 24 Parganas, AKLIMA BIBI, wife of Soukat Ali Mondal, residing at Village Teghori, P.O.: R.K. Pally, P.S. Sonarpur, District South 24 Parganas, JARINA BIBI, wife of Rofique Mondal, residing at Village Teghori, P.O.: R.K. Pally, P.S. Sonarpur, District South 24 Parganas, MONOYARA BIBI also known as MARINA BIBI, wife of Milan Seikh residing at Village Teghori, P.O. R.K. Pally, P.S. Sonarpur, District South 24 Parganas, MAMUNI KHATOON also known as SONAMONI KHATUN, wife of Chhakat / Soukat Ali Mondal, residing at Village Teghori, P.O.: R.K. Pally, P.S. Sonarpur, District South 24 Parganas, SAHERA BIBI, wife of Ahmed Ali Bhangsi residing at Jagannathpur, P.O.: R.K. Pally, P.S. Sonarpur, District 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 3.

WHEREAS :

- A. One Akkath Ali Mondal had inherited from his ancestors All That the piece and parcel of land situated lying at Mouza Jagannathpur, P.S. Sonarpur, Dist.- South 24-Parganas containing an area of 72 Satakas be the same a little more or less in R. S. Dag Nos. 450 and 451, R. S. Khatian Nos. 182, and 176, L.R. Dag Nos. 491 and 492, 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 Akkath 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 Akkath 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, Jiyad Ali, Sarnsul Ali and Arwar Ali and two daughters namely, Acchia 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. 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, Sobjan Bibi, widow, Sakina 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 Marmoni 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.

E. The said Sobjean Bibi who was the Muslim inhabitant governed by the Mohamedan School of Law and had been predeceased by her son Saikat Ali, died intestate on 11th day of January, 1997 leaving her surviving three sons and two daughters namely Jiyad Ali, Samsul Ali, Anwar Ali, Accchia 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.

F. The said Accchia also known as Asura Bibi who was the Muslim inhabitant governed by the Mohamedan School of Law and had been predeceased by her mother and one brother namely, Saikat Ali and husband, died intestate on 6th day of September, 2004 leaving her surviving her brothers namely Jiyad 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.

G. 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, Sunder 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.

H. By a Bengali Kobala dated the 2nd day of August, 1974 made between the said Samsul Ali Mondal therein referred to as Vendor of the One Part and Jiyad Ali Mondal therein referred to as Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar Sonarpur in Book No. 1, Volume No. 56, Pages 1 to 4, Being No. 3301 for the year

1809
273 of Akhima bibi

by the pen of Sarek
iddin Mondal

1810

সরকারি

1811

সরকারি

~~সরকারি~~

51

1812

সরকারি

1813

273 of Sarek Mondal

by the pen of Sarek Mondal

Sarek uddin Mondal

178 Gias uddin Mondal

Tegharia, R.K. Pally

Sonarpur

1801, 152

Uddin Aki upo Sarek-
Mondal, Gias uddin upo
Tegharia, R.K. Pally,
Sonarpur. Aki upo Mondal,
Sarek uddin upo Mondal,
Gias uddin upo Mondal,
Tegharia, R.K. Pally,
Sonarpur.

P.T.O.

Sarek uddin Mondal

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ADDITIONAL REGISTRAR OF
ASSURANCES-4, KOLKATA

1974, 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 piece and parcel of land containing an area of 12.5 Sataks be the same a little more or less being his undivided share in the said land absolutely and forever more fully and particularly described in the Schedule thereunder written.

I. By two Bengali Kobalas dated 29th day of March, 1977 and 23rd day of May, 1977 both made between Anwar Ali Mondal therein referred to as Vendor of the One Part and Sahara Bibi therein referred to as Purchaser of the Other Part and both registered in the office of the Additional District Sub-Registrar Sonarpur both in Book No. I, Volume Nos. 13 and 22 respectively, Pages 169 to 172 and 7 to 9 respectively, Being Nos. 512 and 1032 respectively both for the year 1977, 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 piece and parcel of land measuring 10.5 Sataks be the same a little more or less in R. S. Dag No. 450 and 8.14 Sataks be the same a little more or less in R. S. Dag No. 451 being his undivided share in the said land more fully and particularly described in the respective Schedules thereunder written absolutely and forever.

J. Thus the said Mosammat Sahara Bibi became the absolute owner of All That the piece and parcel of land measuring 18 Sataks out of the said land.

K. Thus the Vendors herein along with Anwar Ali are 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,

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Omni in unum
22.8.09

Sanjivani Medical Coy. Ltd
P.O. Madras,



Sanjivani Madras,

or

Sanjivani Madras

ADDITIONAL REGISTRAR OF
ASSURANCES-1, KOLKATA



acquisitions, requisitions, attachments and trusts of whatsoever nature in the following ratio:

Jiyad Ali Mondal	41.91%	=	30 sataks	75 sq ft
Samsur Ali	6.90%	=	4 sataks	423 sq ft
Anwar Ali	6.90%	=	4 sataks	423 sq ft
Asraf Ali Laskar, Sukur Ali Laskar, Sekendar Ali Laskar, Rahaman Ali Laskar, Rahamath Ali Laskar, Nasima Bibi and Sakila Bibi	3.46%	=	2 sataks	211sq 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 Sahara Bibi	14.57%	=	10 sataks	215sq ft
	26.25%	=	18 sataks	391sq ft
	99.99%	=	72 sataks	

L. The Vendors have agreed to sell and the Purchaser has agreed to purchase free from all encumbrances, charges, liens, liendens, acquisitions, requisitions, attachments, trusts of whatsoever nature All That the undivided 93.09% out of the said land at and for the consideration of a sum of Rs. 21,00,000/- (Rupees Twenty one lacs only).



REGISTRAR OF ASSURANCES
KOLKATA

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 21,00,000/- (Rupees Twenty one lacs 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 undivided 93.09% out of the piece and parcel of land containing an area of 72 Sataks be the same a little more or less situate lying at Mouja Jagannathpur, Police Station Sonarpur, in R.S. Dag Nos.450 and 451, R.S. Khatian Nos. 182 and 176, L.R. Dag Nos.491 and 492, L.R. Khatian No. 29 and 888 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 HOWEVER 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**

Continued .. page 8.

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REGISTRAR OF COMPANIES
KOLKATA

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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.

THE VENDORS DO AND EACH OF THEM DO TH 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



ADDITIONAL REGISTRAR OF
ASSURANCES, KOLLAM

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(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 ;

(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

Continued .. page 10.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, NCLMKAIA

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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 undivided 93.09% out of the piece and parcel of land containing an area of 72 Sataks 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. 450 and 451, R.S. Khatian Nos. 182 and 176, L.R. Dag Nos, 491 and 492, L.R. Khatian Nos. 29 and 888, District Sub-Registrar Sonarpur, in the District of 24 Parganas South bordered in Red ink in the map or plan annexed hereto and butted and bounded as follows :

On the North : By land in Dag Nos. 442

On the East : By land in Dag Nos. 448, 449

On the South : By land in Dag Nos. 458 and 460

On the West : By land in Dag Nos. 452 and 455

Continued .. page 11.



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ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

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 **VENDORS** at Kolkata in the presence of :

Sirajul Javer
Vill. Topurhat
P.O. - R.N. 144
UD - 150

Abdul Hanif & Nurul
Jagomath Pur.
P.R. P.U.

by the pen of Sakim Bibi
Sakim Bibi
by the pen of Sarafuddin Mondal

L.T.G of Akbar Ali
P.O. Sirajul Javer

by the pen of Sarafuddin Mondal

by the pen of Sakim Bibi
Sakim Bibi
by the pen of Sarafuddin Mondal

L.T.G of Nosima Bibi
by the pen of Sarafuddin Mondal

by the pen of Sirajul Javer
Sirajul Javer
by the pen of Sarafuddin Mondal

279 of Asura bichi
by the pen of Sarafuddin Mondal

279 of Masura bichi
by the pen of Sarafuddin Mondal

279 of Aklima bichi
by the pen of Sarafuddin Mondal

সরফুদ্দিন মন্ডল
সরফুদ্দিন মন্ডল
সরফুদ্দিন মন্ডল

সন ১৩১১



179 of Jayad bichi Mondal
By the pen of - Zahir-hossain Mondal

179 of Samson Ali Mondal
by the pen of Sarafuddin Mondal

ADDITIONAL REGISTRAR OF ASSURANCES, KOLKATA

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 21,00,000/- (Rupees twenty one lacs only) being the full consideration money as per Memo below :-

By Pay Order No. 224771, dated 14/03/2007
issued by UTI Bank Ltd., Garia Branch in favour
of Jiyad Ali Mondal Rs. 8,00,000.00

By Pay Order No. 224772 dated 14/03/2007
issued by UTI Bank Ltd., Garia Branch in favour
of Sonamoni Khatoon Rs. 2,00,000.00

By Pay Order No. 224773 dated 14/03/2007
issued by UTI Bank Ltd., Garia Branch in favour
of Sahera Bibi Rs. 5,30,000.00

By Cash Rs. 5,70,000.00
Total Rs. 21,00,000.00

(Rupees twenty one lacs only)

Sirajul Sakkar
vin-gopal kr-pur
Po - R.K. Path,
Kol-150.

WITNESSES:

Atul Ranjan Nanda
Jogannath Das.

LTY of Sakina Bibi
by the pen of son/uddin Mondal

Drafted by me







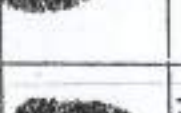



Advocate











LTY of Sakina Bibi
by the pen of son/uddin Mondal
Garia branch
2007 03 14











LTY of Nasima Bibi
by the pen of son/uddin Mondal











LTY of Asst. Ali Lala
by the pen of Sirajul Sakkar
2007 03 14

SPECIMEN FORM FOR TEN FINGER PRINTS

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

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

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

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

3423 21/11/2023

SPECIMEN FORM FOR TEN FINGER PRINTS



Handwritten note: 10/21/50

Left Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
R. 2nd Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



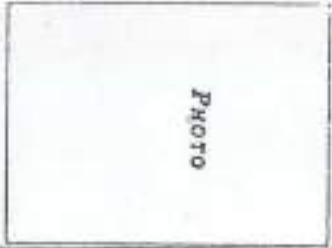
Handwritten note: 10/21/50

Left Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
Right Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Handwritten note: 10/21/50

Left Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
Right Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Left Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
Right Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SPECIMEN FORM FOR TEN FINGER PRINTS



Left Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
R 2nd Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Left Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	
Right Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

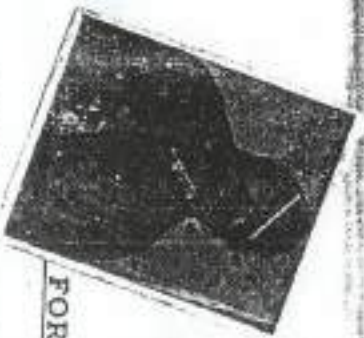


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L-7 Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
Right Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



L-7 Hand	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
Right Hand	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



FORM FOR TEN FINGER PRINTS

Peri Kala



Left Hand		Right Hand	
Little Finger	Ring Finger	Little Finger	Ring Finger

Peri Kala



Left Hand		Right Hand	
Little Finger	Ring Finger	Little Finger	Ring Finger

Peri Kala



Left Hand		Right Hand	
Little Finger	Ring Finger	Little Finger	Ring Finger

Peri Kala



Left Hand		Right Hand	
Little Finger	Ring Finger	Little Finger	Ring Finger

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

DATED THIS DAY OF JANUARY 2007

BETWEEN

JYAD ALI MONDAL & ORS.

AND

DEVALOKE DEVELOPERS LIMITED



ADDITIONAL REGISTRARS OF
ASSURANCES
KOLKATA
INDIA



[Handwritten signature]

KHAGENDRA NATH JANA
Advocate
M. K. Roy Chowdhuri & Co.
Solicitors & Advocates
7 Old Post Office Street
2nd floor, Calcutta 700000

[Handwritten signature]

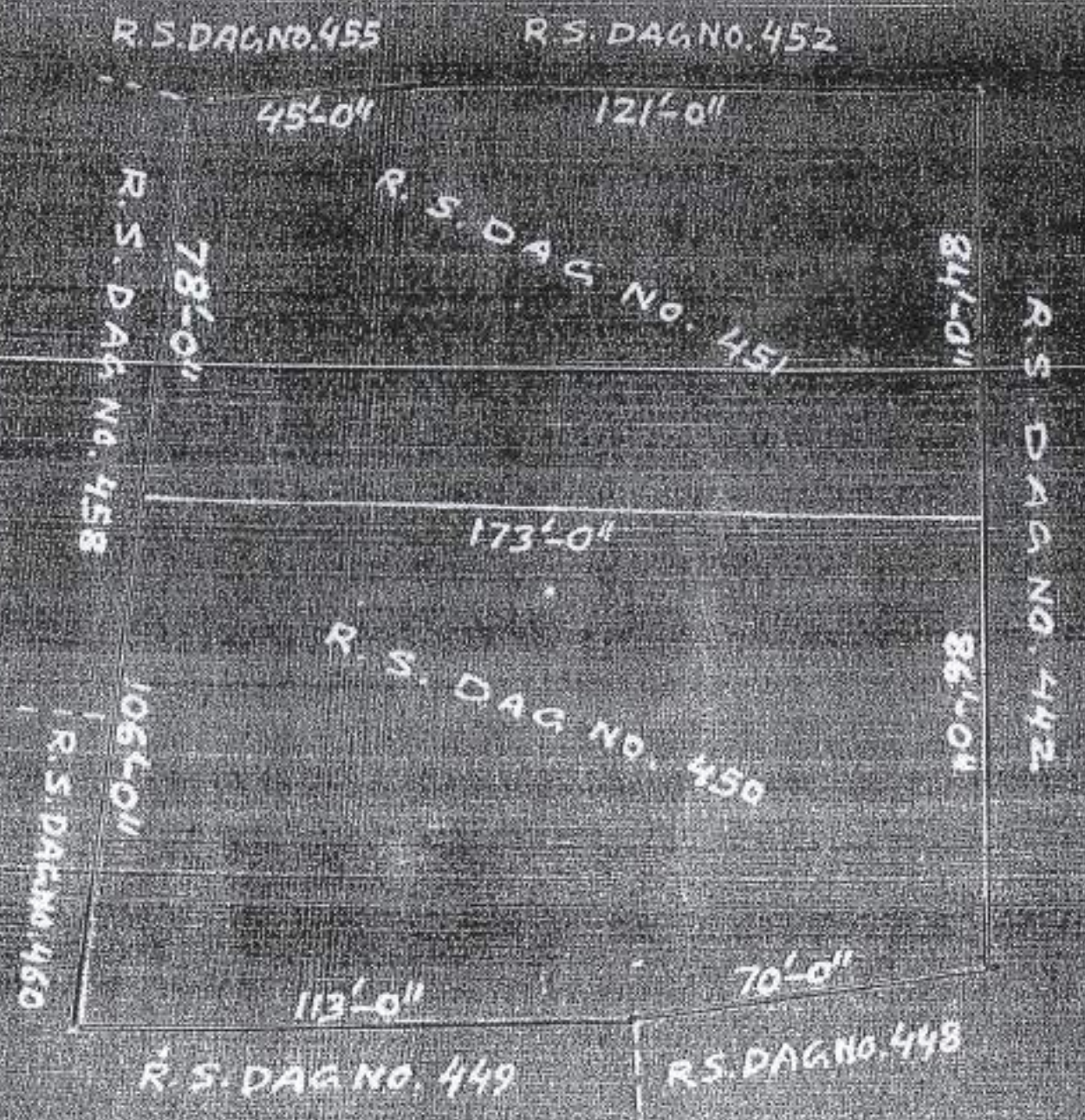
SITE PLAN OF R.S. DAG NO. 450 & 451
ATMOUZA - STAGANNATHPUR, T.L. NO. 51,
P.S. SONARPUR, DIST. 24 PARAGANAS (SOUTH)

SCALE: 1" = 33'

TOTAL AREA OF R.S. DAG NO. 450, 451 - 72 Acs.

72 Acs. X 6.90% = 5 Acs. (MOROSALISS)

(MOROSALISS)



DRAWN BY: A Das
Noida

Certificate of Registration under section 60 and Rule 60.

Registered in Book - 1
CD Volume number 67
Page from 1669 to 1695
being No 02048 for the year 2008.



DR
(Dines Kumar Mukhopadhyay) 05-May-2009
A. R. A. -1 KOLKATA
Office of the A.R.A.-1 KOLKATA
West Bengal