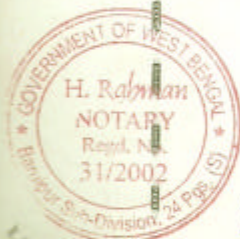


Sl. No. 95/10



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

35AA 768747



Before the Notary at Baruipur
Kolkata- 700 144
West Bengal, India

AFFIDAVIT

I, ABUL KASHEM MUNSHI son of late M. A. Mannan aged about 65 years resident of village – Chakberia, P. O. – Kustia, P. S. – Sonarpur, South 24 Parganas, West Bengal functioning as secretary – Sishu Bikash College of Education situated at Vill – Chakberia-Mokrampur More, P. S. – Sonarpur, Dist. – South 24 Parganas, West Bengal do hereby solemnly affirm and declare as follows :-

Regarding land ownership:

Society For Islamic Education, a registered non- profit Organization established for promotion of science and modern education among the most backward Muslim People in the rural Bengal by setting up Educational Institution under Art. 30. of the Constitution of India, purchased ALL THAT piece and parcel of Land measuring an area of 5.04 acres comprising in R.S. Plot Nos.177 corresponding to L.R. Plot Nos:197 (0.62 acres), plot no R.S.178 corresponding to L.R. 198(0.93 acres), Plot No. R.S. 179 corresponding to R.S. 199, R.S. Plot Nos.182 Corresponding to L.R. Plot No.202 (0.12 acres),R.S. Plot No:184 corresponding to L.R. Plot No :204(2.24 acres) and R.S Plot No: 186 corresponding to L.R. Plot No :206 (0.67 acres) under Khatian No :L.R. 528 of Mouja Mokrampur, PS. Sonarpur, District South 24

29 JAN 2010

Parganas from the owners of the plots in the year 1991 by virtue of registered sale deeds and obtained the possession accordingly. Society for Islamic Education mutated its name with the Land and Land Reforms Department who also issued mutation certificate on 17/12/2008. The Xerox copy of the said certificate is attached herewith.

The name of Society For Islamic Education was correctly recorded in the L.R. Khatian No.528 on 6/01/2009 by the Land And Land Reforms Department. The Xerox copy of the certificate and its attested copy of English Version are attached herewith.

On 2/02/2009 District Land and Land Reforms Officer, South 24 Parganas conversed the character of land Plot No. R.S.178 corresponding to L.R. 198 (0.93 acers) Sali, Plot No.R.S.179 corresponding to L.R.199 (0.30 acers) Sali and Plot No:R.S. 182 corresponding to L.R.202 (0.12 acers) Sali into COLLEGE LAND. Xerox copy of the order dated 02/02/2009 in Memo No. 55(C)/10/413/P/09 of DLLRO, South 24 Parganas is attached.

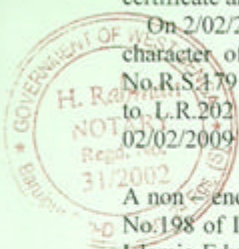
A non-encumbrances Certificate confirming the Title and Record of Rights on L.R. Plot No.198 of L.R. Khatian No. 528, under Mouza: Mokrapur, in favour of the Society for Islamic Education is issued by Govt. Pleader at Alipur South 24 Parganas on 11/09/2009. The Non-Encumbrance Certificate dated 11/09/2009 and Search Certificate dated 31/08/2009 are attached herewith.

By a Registered Deed of Sale on 9th October, 2009 made between Society For Islamic Education therein mentioned as the Vendor of the One Part and Sishu Bikash College of Education therein described as the Purchaser on the Other Part, the said Society For Islamic Education sold, transferred, conveyed, assigned and assured ALL THAT piece and parcel of Land containing an area of 0.93 Acers corresponding to 3764.64 sq.mtrs comprising in L.R. Plot No.198 of L.R. Khatian No.528, under Mouza: Mokrapur, P.S. Sonarpur, District South 24 Parganas. The Said Sale Deed was registered with the Additional District Sub-Registrar at Sonarpur vides Deed No.10283 for the year 2009.

Rent up to the Bengali Calendar year 1416 (English Calendar 2009-1010) is paid. The Xerox copy of the Rent Receipt is attached herewith.

Society For Islamic Education executed a Deed of Lease on 1/04/2009 in favour of the Sishu Bikash College of Education letting out plot of Land containing an area of 1.35 Acers comprising in L.R. Plot Nos. 198,199 and 202 of Mouza Mokrapore, P.S. Sonarpur, District South 24 Parganas **which is merged by execution of the Deed of Sale dated 9/10/2009.**

Accordingly I beg to submit that Sishu Bikash College Of Education acquired Ownership in respect of land containing an area of 0.93 Acers corresponding to 3764.64 sq. mtrs comprising in L.R. Plot No. 198 of L.R. Khatian No. 528, under Mouza: Mokrapur, P.S.



Attest
Notary Public

I do hereby swear that my declaration is true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavits are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

Abul Kashem Munshi

Signature:

Name of the Applicant : ABUL KASHEM MUNSHI

Place : Chakberia-Mokrapur More.

Date : 29.01.2010.

Identified by me
(Advocate)



Solemnly Affirmed & Declared
Before me on Identification

H. Rahman, Notary
Baruipur Civil & Criminal Court
P.S.- Baruipur
Regd. No.- 31/2002

29 JAN 2010

10758

I 10283/9

9/10/09
12/10/09
20/10/09



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

640676

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

Addl. District Sub-Registrar
Sonarpur, South 24 Parganas

9 OCT 2009

DEED OF SALE

THIS INDENTURE is made this the 9th day of OCTOBER Two Thousand Nine BETWEEN SOCIETY FOR ISLAMIC EDUCATION, a Society registered under the Society Registration Act, having its Office at Chakberia Mokrapur More, P.S. Sonarpur, District South 24-Parganas, West Bengal, represented by its Secretary, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office and assigns) of the ONE PART.

The Society is represented by its Secretary ABUL KASHEM MUNSHI son of Late Munshi Abdul Mannan, by faith- Islam, by occupation- Service, residing at Village Chakberia, P.O.- Kustia, P.S. Sonarpur, District South 24-Parganas, West Bengal.

A N D

SISHU BIKASH COLLEGE OF EDUCATION, an Educational Institution (College) represented by its Managing Committee situated at Village- Chakberia-Mokrapur More, P.O. Kustia, Via- Champahati, P.S. Sonarpur, District South 24-Parganas, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office and assigns) of the OTHER PART.

WHEREAS ALL THAT revenue paying Sali land measuring an area of .93 (Ninety Three) decimals in R.S. Dag No. 178, R.S. Khatian No. 12, L.R. Dag No. 198, L.R. Khatian No. 528, be the same little more or less situated under Mouza- Mokrapur, J.L. No. 106, District South 24-Parganas, P.S. and Additional District Sub-Registry office at Sonarpur belonged to Abdul Jalil Gazi alias Md. Jalil Gazi of Village- Kamalpur, P.S. Baruipur, South 24-Parganas.

AND WHEREAS by two Bengali Kobabas bearing No. 2012 and 2013 dated 30th March, 1991 made between Abdul Jalil Gazi alias Md. Jalil Gazi therein described as the Kobala Data and Society for Islamic Education herein

-: (3) :-

Society For Islamic Education ALL THAT revenue paying Sali land measuring an area of .93 (Ninety Three) decimals in R.S. Dag No. 178, R.S. Khatian No. 12, L.R. Dag No. 198, L.R. Khatian No. 528, be the same little more or less situated under Mouza- Mokrapur, J.L. No. 106, District South 24-Parganas, P.S. and Additional District Sub-Registry office at Sonarpur belonged to Abdul Jalil Gazi alias Md. Jalil Gazi of Village- Kamalpur, P.S. Baruipur, South 24-Parganas more fully and particularly mentioned in the Schedules written therein. The said Kobalas was registered with the Additional District Sub-Registrar at Sonarpur and entered in Book No. I, Volume No. 21, Pages 29 to 38 and 39 to 43 for the year 1991.

AND WHEREAS the said land was mutated in favour of Society For Islamic Education and Record of Right was declared in favour of the said Society by the competent authority in L.R. Khatian No. 528.

AND WHEREAS Society For Islamic Education took a Scheme to establish a B.Ed. College namely Sishu Bikash College of Education for proper training on Teacher Education on the said Plot of Land situated at Mouza- Mokrapur, being Dag No. R.S. 178, R.S. Khatian No. 12, L.R. Dag No. 198, L.R. Khatian No. 528.

AND WHEREAS thus the Vendor herein is seized and possessed of and/or well and sufficiently entitled to ALL THAT revenue paying Sali land measuring

-: (4) :-

Touzi No. 109, District South 24-Parganas, P.S. and Additional District Sub-Registry office at Sonarpur within the limits of the Pratapnagar Gram Panchayet, District South 24-Parganas particularly described in the Schedule hereunder written.

AND WHEREAS being approached, the Vendor herein has agreed to sell and the Purchaser has agreed to purchase ALL THAT revenue paying Sali land measuring an area of .93 (Ninety Three) decimals in R.S. Dag No. 178, R.S. Khatian no. 12, L.R. Dag No. 198, L.R. Khatian No. 528 be the same little more or less situated under Mouza- Mokrapur, Pargana- Medanmolla, J.L. No. 106, Touzi No. 109, District South 24-Parganas, P.S. and Additional District Sub-Registry office at Sonarpur within the limits of the Pratapnagar Gram Panchayet, District South 24-Parganas more fully particularly mentioned in the Schedule hereunder written at and for the consideration of Rs. 1,000/- (Rupees One Thousand) only.

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the said Agreement and in consideration of Rs. 1,000/- (Rupees One Thousand) only paid by the Purchaser to the Vendor before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admits and acknowledge of and from the same and every part thereof do hereby discharge and release the Purchaser for ever and said land is hereby conveyed transferred and from every part thereof) the Vendor do hereby convey, grants, sell,

paying Sali land measuring an area of .93 (Ninety Three) decimals in R.S. Dag No. 178, R.S. Khatian No. 12, L.R. Dag No. 198, L.R. Khatian No. 528, be the same little more or less situated under Mouza- Mokrapur, Pargana- Medanmolla, J.L. No. 106, Touzi No. 109, District South 24-Parganas, P.S. and Additional District Sub-Registry office at Sonarpur within the limits of the Pratapnagar Gram Panchayet, District 24-Parganas South which is more fully and particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as the said property together with all ways, paths, passages, fixtures and all fencings, yards, drains, sewerage, water, water-courses and all formal and other rights liberties easements privileges appendages and appurtenances whatsoever belonging or in any way appertaining to the said property or any part thereof now are or at any time heretofore was situate, held, enjoyed kept or reputed so to be appertaining thereto and all the estate, right, title, interest, use, trust, possession claims or demand whatsoever at law and in equity of the Vendor unto upon the said property and the reversion or reversions remainder or remainders and the rents and issues and profits thereof together with all deeds, monuments writings and other evidences of title which is anywise relates to the said property which now or are or shall or power of the Vendor to any person or persons from whom the Vendor may procure the same without any action or suit at law AND TO HAVE AND TO HOLD the said property hereby granted, conveyed, transferred, assured or expressed or intended so to be unto and to the use of the purchaser absolutely and forever and the Vendor do hereby convey to the Purchaser notwithstanding that any copy deed matter or thing by the Vendor or

-: (6) :-

to the contrary. The Vendor now are lawfully rightful and absolutely seized and possessed of or otherwise sufficiently entitled to the said property hereby granted transferred, conveyed and assured unto the Purchaser for perfect conveyed and assured unto the Purchaser for a perfect and indefeasible estate or in inheritance with manner or condition use, trust, encumbrances or liens whatsoever to alter defeat encumber or make void the same and that the Vendor now have good right and full power to grant, transfer, sell, convey and assure the said property hereby granted, transferred, sold, conveyed and assured unto the purchaser in the manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully and equitably claiming from under and in trust for him and that every and clear and freely and clearly and absolutely discharge save kept harmless and indemnified against all estates debts encumbrances liens or attachments whatsoever made executed or suffered by the Vendor or any person or persons having lawfully and equitably claiming any interest from under or trust for him.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT revenue paying Sali land measuring an area of .93 (Ninety Three) decimals in R.S. Dag No. 178, R.S. Khatian No. 12, L.R. Dag No. 198, L.R. Khatian No. 528, be the same little more or less situated under Mouza-
Mehrampur, Pargana, Madanmalla, I.L. No. 106, Thana No. 100, District 24

-(7) :-

annual rent payable to the Collector is Rs. 192/- which is more fully and particularly delineated and bordered with verge in the Map or Plan annexed herewith and Butted and bounded as follows :-

ON THE NORTH : R.S. Dag No. 177, L.R. Dag No. 197
and 10 ft. wide passage.

ON THE SOUTH : R.S. Dag No. 179, L.R. Dag No. 199.

ON THE EAST : R.S. Dag No. 184, L.R. Dag No. 204.

ON THE WEST : Cannal.

IN WITNESS WHEREOF the Vendor hereto put and subscribe its signature and seals the day month and year written hereinabove.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF :-

1. श्री. अरवि (अवस्था)
श्री. अरवि - अरवि
अरवि - अरवि

2. Mahamud Hossein
Bade Hoogly.

General Secretary
SOCIETY FOR ISLAMIC EDUCATION

Abul Kashim Munshi

SIGNATURE OF THE VENDOR

Drafted by :-

RATAN CHANDRA NASKAR
Advocate
Bachchan College

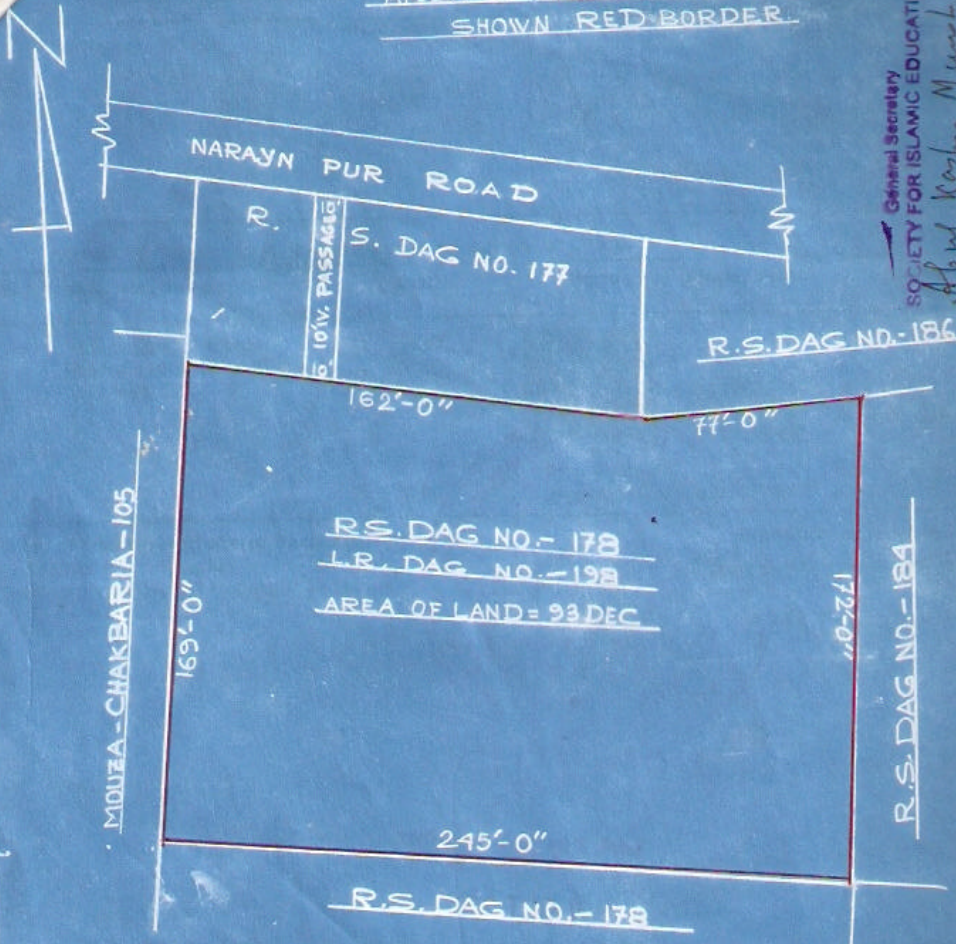
PLAN IN RESPECT OF R.S. DAG NO.-178 CORRESPONDING
G NO.-198 UNDER R.S. KHOTIAN NO.-12, L.P. KHOTIAN NO.-528
MOUZA-MOKRAMPUR, J.L. NO.-106 P.S.-SONARPUR, DIST.-24 PGS(S)

REF:

SCALE 2~1" INCH = 50' FT.

AREA OF LAND = 93 DECIMAL
SHOWN RED BORDER

General Secretary
SOCIETY FOR ISLAMIC EDUCATION
Abul Kalam Munt.



DRAWN BY:

Amirul
Amirul Mondal
20/11/17 + C.S.O.
L.C.M.T. 17/17
Seth Sanger Khatu, 24-12-18

6

-: (8) :-

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. 1,000/- (Rupees One Thousand) only from within named Purchaser by way of consideration money as per memo below.

MEMO

Buy cash. - - - - 1,000/- Rupees one thousand only.

WITNESSES :-

1. ১২৭ আবু হানিফা (২য় শতাব্দী)
খ্রিঃ পূর্বের ১২৭ খ্রিঃ পূর্বের
১২৭ - আবু হানিফা

2. Hahamu Hossain
Bade Hooghy,

General Secretary
SOCIETY FOR ISLAMIC EDUCATION

Abul Kashim Munsif.

SIGNATURE OF THE VENDOR

Government of West Bengal
Office of the Additional District Magistrate and
District Land & Land Reforms Officer
South 24 - Parganas
New Treasury Buildings (8th & 9th Floor), Alipore
Kolkata - 700 027



Memo No. 55(c)/10/413 /P/09 Dated 02.02.09

To :

Sri/Smt. : Society for Islamic Education,
S/o/W/o : Vill: Chakberia (Mokrapur More)
Village : Kusbila, P.S.: Sonarpur
P.O. : South 24 Pgs.
Dist. :

Sub: Your application dated 21.12.08 praying for change of character of land from one class to another.

In terms of the provisions laid down in Section 40 of the W.B.L.R. Act, 1955 as amended upto date read with provisions of Rule 5A of W.B.L.R. Rules, 1965 permission is hereby accorded to you for conversion of land from one class to another as noted in the Schedule-I below with effect from this date subject to the terms and conditions as noted in Schedule-II.

SCHEDULE - I

Schedule of lands specially demarcated in the site plan for which conversion is allowed vide Case No. 5/08 of the office of the D.L. & L.R.O. Sonarpur, South 24 - Parganas.

Mouza with J.L. No. & P.S	Kh. No.		Plot No.		Total area of the plot in acres	Area allowed to convert in acres	Classification as per R.O.R	Classification of land to which conversion is allowed
	R.S.	L.R.	R.S.	L.R.				
Makrapur, 106, Sonarpur.	—	528	178	198	0.93	0.93	Sali	COLLEGE
			179	199	0.50	0.30	Sali	
			182	202	0.25	0.12	Sali	

Contd.

SCHEDULE - II

(Terms and conditions for conversion)

- a) This permission for conversion is without prejudice to any of the provisions of Chapter -IIB of the W.B.L.R Act, 1955.
- b) This permission for conversion is also without prejudice to any of the provisions of Urban Land (Ceiling & Regulation) Act, 1976 (Sec. 33 of 1976) and / or Town and Country (Planning & Development) Act, 1973 if applicable to the lands involved.
- c) This permission for conversion will stand revoked if there is any violation of any of the provisions of prevailing laws enforcing prevention of environmental pollution affecting public health in general of the locality at any point of time.
- d) This permission for conversion will also stand revoked if the land is used other than the purpose for which permission is given.
- e) The Land Revenue shall be determined as per Sec 23 of the W.B.L.R Act, 1955 as amended up to date.
- f) Conversion is allowed. However necessary no-objection/ approval from the concerned authorities must be obtained as required for such project.

Collector u/s 4C of the W.B.L.R Act, 1955
And
District Land & Land Reforms Officer
South 24- Parganas, Alipore

Memo No. 5570/109

1/10/09 Dated

Copy forwarded to:-

1. The S.D.L & L.R.O, Bahupur, South 24 - Parganas for information and necessary action.
2. The Block Land & Land Reforms Officer, Sonarpur, South 24 - Parganas for information and taking necessary action as per Section 4C of the W.B.L.R. Act, 1955 and vide Memo. No. - 134/ 3397-3797 / C / 2001 / Pt. dated Alipore, 21/06/2002 of D.L.R & S and Joint L.R.C. West Bengal and this office circular no. 90 / 18788 (37) / P / 2005 dated 14.12.05. A copy of the site plan is enclosed.
3. The Revenue Inspector, Pratapnagar G.P., South 24 - Parganas for information and taking necessary action.

District Land & Land Reforms Officer
South 24- Parganas, Alipore



GOVERNMENT OF WEST BENGAL

Office of the Block Land & Land Reforms Officer
Sonarpur, South 24 Parganas

No. 120/102/XL-SMF/09

Dated 03.02.2009

TO WHOM IT MAY CONCERN

That the land mentioned in the schedule below is exclusively meant for running the educational institution and the permission of the Competent Authority to this effect has obtained vide Memo No.35(c)/10/413/P/09 dated 02.02.09 and a copy thereof is enclosed.

LAND SCHEDULE

District : South 24 Parganas
Police Station : Sonarpur
Mouza : Makrapur
J. L. No. : 106
Khatian No. : 528
Plot No. : L.R. - 198, 199, 202
Area : 0.93, 0.30, 0.12 respectively.
Classification : College

13/2/09

BLOCK LAND AND LAND REFORMS OFFICER
SONARPUR, SOUTH 24 PARGANAS