

किमवका पश्चिम बंगाल WEST BENGAL

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Contract of SUN 2009

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This INDENTURE made this the 16 day of June

, 2009

BETWEEN SK. GOLAM RASUL, son of late Sk. Taher Ali, by religion Islam, by occupation cultivation, by nationality Indian,

For Amitis Developers LLP

residing at Village - Banagram, Police Station - Bishnupur, District - 24-Parganas (South), West Bengal hereinafter referred to as the "Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, representatives and assigns) of the ONE PART.

#### AND

M/S. OVAL DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its office at Premises No. 15, Brabourne Road, P. S. Hare Street, Kolkata - 700 001 hereinafter call 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 the Vendor herein by a conveyance dated 4.1.1977 which was duly registered in the office of Sub-Registrar Bishnupur, District - 24-Parganas (South) had purchased a piece or parcel of Sali land measuring 44 decimals out of 1.10 decimal land comprised in R. S. Khatian No. 206, R. S. Dag No. 416, in Banagram Mouza, from (1) Altaf Ali Molla (2) Abdul Ali Molla both son of late Yayud Ali Molla and the said conveyance has been recorded in Book No. I, Volume No. 5, pages 74 to 77, Being No. 27 for the year 1977.

AND WHEREAS the Vendor on the same mentioned hereinabove by a duly registered conveyance in the office of Sub-Registrar Bishnupur, District - 24-Parganas (South) had purchased a piece or parcel of Sali land measuring 44 decimals out of 1.10 decimal land comprised in R. S. Khatian No. 206, R. S. Dag No. 416, in

For Amitis Developers LLP

Authorised Signatory

27/1917

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Banagram Mouza, Irom (1) Yayud Ali Molla (2) Deiwan Ali Molla as guardian of minor Nurul Amin Molla and the said conveyance has been recorded in Book No. I, Volume No. 8, pages 82 to 85, Being No. 26 for the year 1977.

26/1277

AND WHEREAS the Vendor became the absolute owner of the above-mentioned land i.e. (44 + 44) decimal altogether 88 decimal of Sali land in R. S. Dag No. 416, R. S. Khatian No. 206 in Banagram Mouza and enjoying the same without any hindrance.

AND WHEREAS the above-named Vendor sold out 46 decimals land out of his own 88 decimals of Sali land to (1) Smt. Supriya Goswamy (2) Sri Chiranjit Goswamy by a registered conveyance dated 18th November, 1981 in the office of the Sub-Registrar Bishnupur, which was duly recorded in Book No. I, Volume No. 387, pages 51 to 69, Being No. 12492 for the year 1981, comprised in R. S. Dag No. 416, R. S. Khatian No. 206, R. S. No. 30, J. L. No. 16 at Banagram Mouza, P. S. Bishnupur, District—24-Parganas (South).

12492/1981

AND WHEREAS the above-named Vendor again sold out 16 ½ decimals land out of his own 88 decimals of Sali land to (1) Smt. Supriya Goswamy (2) Sri Chiranjit Goswamy by a registered conveyance dated 23<sup>rd</sup> March, 1982 in the office of the Sub-Registrar Bishnupur, which was duly recorded in Book No. I, Volume No. 86, pages 240 to 248, Being No. 3685 for the year 1982.

3685 /1982

AND WHEREAS the above-named Vendor further sold out 8 decimals of Sali land out of his own 88 decimals of Sali land to M/s. Admobile Private Limited of 10/1G, Diamond Harbour Road, Kolkata - 700 027 by a registered conveyance dated 15th March, 2005, which

For Amitis Developers LLP

1580/2006

was duly recorded in Book No. I, Volume No. 6 , Pages 90 to 109 }

Being No. 1580 for the year 2006, comprised in R. S. Dag No. 416, L.

R. Dag No. 416/491, R. S. Khatian No. 206, L. R. Khatian No. 262 at

Banagram Mouza, J. L. No. 16, R. S. No. 30, District 24-Parganas

(South).

AND WHEREAS on the basis of the above-mentioned transfer to various persons and after the land measurement it is found that only 12 decimals of land left for the Vendor.

AND WHEREAS the said 12 decimals of land being recorded in the office of the B. L. L. R. O. District 24-Parganas (South) as per the information obtained by the Purchaser.

absolute owner of 12 decimals of Sali land comprised in R. S. Dag No. 416, L. R. Dag No. 491, R. S. Khatian No. 206, L. R. Khatian No. 262, J. L. No. 16, R. S. No. 30, Touzi No. 3, 4 and 5 of the District Collectorate of 24-Parganas (South), Pargana Khaspur, Mouza Banagram, P. S. Bishnupur, District – 24-Parganas (South). At present the said Vendor has the uninterrupted khas possession of the said land and enjoying the same as his own.

AND WHEREAS the Vendor name has been duly recorded in the Hal Settlement Records vide Hal Record of Rights (Parcha) under the new L. R. Dag No. 491, L. R. Khatian No. 262, J. L. No. 16, R. S. No. 13, Touzi No. 3, 4 and 5 in Banagram Mouza, P. S. Bishnupur, District – 24-Parganas (South) in respect of the Sali land mentioned hereinabove.

For Amitis Developers LLP

AND WHEREAS the Vendor herein is the absolute owner and have the uninterrupted khas possession, absolute right and title of the said property and also owned and possessed the said property for his own cultivation purpose more particularly described in the schedule hereunder written and the said property is free from all encumbrances.

his family formalities has contacted the Purchaser and subsequently the Vendor has decided to sell a piece or parcel of Sali land admeasuring 3 decimals which is equal to 1 cottah, 14 chittaks 10 square feet out of his own land measuring more or less 12 decimals to the Purchaser. The said 3 decimals of land lying and situated in part of R. S. Dag No. 416, L. R. Dag No. 491, R. S. Khatian No. 206, L. R. Khatian No. 262, J. L. No. 16, R. S. No. 30, Touzi No. 3, 4 and 5 in Banagram Mouza, P. S. Bishnupur, Sub-Registry Bishnupur, District – 24-Parganas (South). The consideration of the said property is fixed between the parties is Rs. 1,41,667.00 (Rupces one lakh forty-one thousand six hundred sixty-seven) only and the Purchaser is agreed to pay the said amount to the Vendor on execution and registration of the conveyance.

AND WHEREAS the Vendor herein has the absolute right,
possession and title till the execution and registration of this
presents.

For Amitis Developers LLP

Authorised Signator

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## NOW THIS INDENTURE WITNESSETH :

That in pursuance of the said agreement and in consideration of the sum of Rs. 1,41,667.00 (Rupees one lakh forty-one thousand six hundred sixty-seven) only of lawful money of the Republic of India in hand well and duly paid by the Purchaser to the Vendor on or before the execution of this presents (the receipt whereof the Vendor doth hereby admit and acknowledge) and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser and the said property by this presents Vendor doth and hereby grant, convey, transfer and assign unto the Purchaser. All that the said parcel of Sali land shown in the map annexed hereto and thereon colour to red border. TOGETHER WITH the piece or parcel of revenue free Sali land or ground there unto belonging whereon or on part whereof the same containing by estimation an area of 3 decimals which is equal to 1 cottah 14 chittaks 10 square feet more or less containing thereon being R. S. Dag No. 416 (part), L. R. Dag No. 491, R. S. Khatian No. 206, L. R. Khatian No. 262 at Banagram Mouza, particularly described in the Schedule hereunder written and the said map or plan annexed hereto or however : otherwise the said messuages tenement and land hereditaments and premises or any part or parcel thereof now are or is or heretofore. TOGETHER WITH all wall, yards compounds, ways parks, passages. sewers, drains, water and water courses and all other manner or connection or other rights, lights, liberties, privileges, easements, advantages and appurtenances whatsoever to the said messuages. tenement, land, hereditaments and premises belonging to or in anywise appertaining thereto or usually held or enjoyed therewith or

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reputed to belong or be appurtenant thereto AND ALL the estate, right title interest property claim and demand whatsoever both at law and in equity of the said Vendor into or upon or in respect of the said messuage tenement and hereditaments and also all deed pattahs and evidences of title writings and muniments of title whatsoever relating to the said property or hereinafter shall or may be in the custody power or possession of them of or whatsoever he can process without any action or suit TO HAVE AND TO HOLD the said messuage tenement land hereditaments and the inheritance in fee simple hereby conveyed and transferred or expressed or intended so to be together with the appurtenances thereunto belonging up to and to the use of the said Purchaser absolutely and forever AND the Vendor doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act deed matter or thing by the Vendor done or executed or knowingly suffered to the contrary the Vendor is lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuage tenement land hereditaments hereby granted and conveyed or expressed or intended so to be and every part thereof in perfect and indefeasible estate or inheritance without manner or condition use or other thing whatsoever AND THAT notwithstanding any such act deed matter or thing whatsoever as aforesaid that the Vendor has good right full power and absolute authority to convey and grant the said messuage tenement land hereditaments hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid and the Purchaser shall and may all times hereafter peaceably and quitely possesses and enjoy the said messuage tenement land hereditaments and receive the rents, issues and profits thereof without and lawfully or equitably

For Amitis Developers LLP

Anthorised Signatory

claiming from under or in trust for the Vendor and that free from all encumbrances whatsoever made or suffered by the said Vendor or any person or persons lawfully and equitably claiming as aforesaid AND FURTHER that the said Vendor and all persons having lawfully claiming any estate or interest in the said messuage tenement land hereditaments from under or in trust for their shall and will from time to time and all times hereinafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and all things whatsoever for further and more perfectly assuring the said messuage tenement land hereditaments and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND THAT the Vendor will pay all outgoing rates and taxes in respect of the said land up to the date of this presents.

### SCHEDULE OF LAND AS REFERRED TO ABOVE

ALL THAT piece and parcel of Revenue Paying Collectorate land measuring an area of 3 (Three) decimals which is more or less equal to 1 (one) cottah 14 (fourteen) chittaks 10 (ten) square feet out of 12 (twelve) decimals of Sali land comprised in R. S. Dag No. 416 and L. R. Dag No. 491, R. S. Khatian No. 206, L. R. Khatian No. 262, R. S. No. 30, J. L. No. 16 at Banagram Mouza within Banagram Anchal Panchayet, Pargana – Khaspur, District Collectorate Touzi No. 3, 4 and 5 under Additional District Sub-Registration Office at Bishnupur and District Registration Office at Alipore, Police Station Bishnupur, District – 24-Parganas (South) along with all easement rights, liberties, appurtenances, free from all encumbrances, liens, attachments, lispendences, claims and demands etc. including the user right of common passage for free ingress and egress to and from

For Amitis Developers LLP

the Schedule of land which rent is to be paid to the District Collectorate, 24-Parganas (South) at Alipore in favour of the Government of the State of West Bengal @ Rs. 1.25 paise only per annum and the same is butted and bounded in the following manners:-

ON THE NORTH : R. S. Dag No. 415

ON THE SOUTH : Banagram to Pailan Public Road

ON THE EAST : R. S. Dag No. 416

ON THE WEST : R. S. Dag No. 416

IN WITNESS WHEREOF the Vendor has hereunder set and subscribed his hands and seals on the day, month and year first above written.

Signed, sealed and delivered

at Kolkata in the presence of

the following witnesses:

1. Sheogar Katoak 15, Boubourne Road Kollegta - 700001

SK Golom Roal VENDOR

Prepared and drafted

in my office.

Advocate.
Mijon Wie Comt
Cod- 27
W6- 1672/53;

For Amitis Developers Lar

### MEMO OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs. 1,41,667.00 (Rupees one lakh forty-one thousand six hundred sixty-seven) only being the full and final consideration.

In presence of

the following witnesses:

1. Sheryar Katrul 16 Brabonone Road Kolkata - 700001

2. Rocale Cores Late 15, Bratocium Pel. Kolkala-700001

SK Golom Roral.

VENDOR

For Amitis Developers LLP

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For Amitis Developers La

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#### Government of West Bengal

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

Office of the D.S.R.-IV SOUTH 24-PARGANAS, District- South 24-Parganas

lignature / LTI Sheet of Serial No. 02714 / 2009, Deed No. (Book - I , 03067/2009)

re of the Presentant

Name of the Presentant	Signature with date	
am Rasul		63
	SK Golan Rusul.	
	OK Obcome / (whole)	

re of the person(s) admitting the Execution at Office.

Status	Photo	Finger Print	Signature
Self			3 K Golom Ram

16/06/2009

entifier of above Person(s)

am,po-raspunja

Signature of Identifier with Date

- Malan bir molla.

16/06/2009

For Amitis Developers LLP

Authorised Signatory

(Sukumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS

## Government Of West Bengal Office of the D.S.R.-IV SOUTH 24-PARGANAS ALIPORE

Endorsement For deed Number :1-03067 of :2009 (Serial No. 02714, 2009)

### 06/2009

## ate of Admissibility(Rule 43)

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

### nt of Fees:

sid in rupees under article : A(1) = 1551/- ,E = 7/- ,H = 28/- ,M(b) = 4/on:16/06/2009

# cate of Market Value(WB PUVI rules 1999)

ed that the market value of this property which is the subject matter of the deed has been assessed at Rs- 141667/ed that the required stamp duty of this document is Rs 7093 /- and the Stamp duty paid as: Impresive Rs-5000

### it stamp duty

it stamp duty Rs 2093/- is paid, by the draft number 08554, Draft Date 15/06/2009 Bank Name State Bank Of India, ORE, received on :16/06/2009.

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

ented for registration at 14.32 hrs on :16/06/2009, at the Office of the D.S.R.-IV SOUTH 24-PARGANAS by Sk. im Rasul, Executant.

# nission of Execution(Under Section 58)

cution is admitted on 16/06/2009 by 1. Sk. Golam Rasul, son of Lt Sk taher Ali ,Vill-banagram,24 Pgs(s) ,Thana Bishnupur, By caste Muslim.by

ntified By Mahambir Molla, son of R Molla Banagram,po-raspunja Thana: ., by caste Muslim,By Profession :Business,

(Sukumar Biswas)

DISTRICT SUB-REGISTRAR-IV

OFFICE OF THE DISTRICT SUB-REGISTRAR-IV OF SOUTH 24-PARGANAS

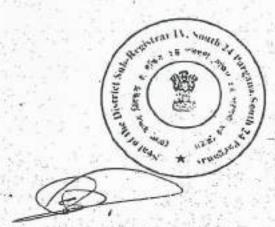
Govt. of West Bengal

Page: 1 of 1

For Amitis Developers LLP

## cate of Registration under section 60 and Rule 69.

istered in Book - I /olume number 9 • from 659 to 674 •g No 03067 for the year 2009.



kumar Biswas) 24-June-2009 TRICT SUB-REGISTRAR-IV ice of the D.S.R.-IV SOUTH 24-PARGANAS st Bengal

For Amitis Developers LLP