

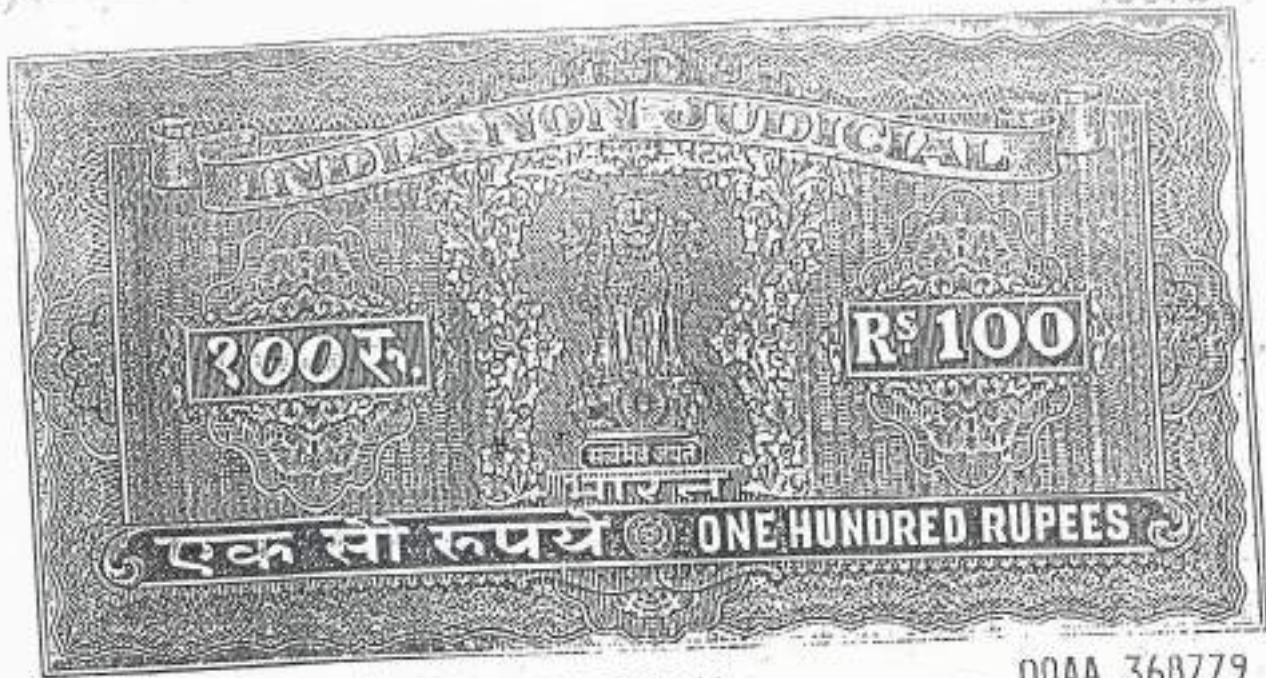


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Village - Nobason, Post Office - Sarangabad, Police Station - Budge-
Budge, District 24-Parganas (South), (5) JAHANARA BIBI, wife of
Anwarul Islam Mondal, by occupation - housewife, residing at Village -
Jalkhura, Post Office - Dakghar, Police Station - Maheshtala, District -
24-Parganas (South), (6) SK. OSMAN ALI, (7) SK. YEASIN ALI, (8) SK.
SAHAJAN ALI, (9) SK. SAJID ALI, (10) SK. SABIR ALI, serial Numbers 6,
7, 8, 9 and 10 are by occupation - cultivation and (11) SAYMA BIBI,
wife of Sk. Alan Ali, by occupation - housewife and serial Numbers 6,
7, 8, 9, 10 and 11 are sons and married daughters of late Jargam Ali
and late Sahajadi Bibi and residing at 25/5, Jaykulla Molla Road,
Kolkata - 700 063 within Police Station - Thakurpukur, District - 24-
Parganas (South), West Bengal and all by religion Islam, hereinafter
collectively called and referred to as the "VENDORS" (which

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पश्चिमवर्ग पश्चिम बंगाल WEST BENGAL

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expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

M/S. OVAL DEVELOPERS PRIVATE LIMITED, a Private Limited Company incorporated under the Indian Companies Act, 1956 represented by its one of the Directors, namely TUSHAR JHUNJHUNWALA having its registered office at 4th Floor, 15, Brabourne Road, Police Station - Hare Street, Kolkata - 700 001, hereinafter called and referred to as the "PURCHASER" (which expression shall unless otherwise repugnant to the context be deemed to mean and include its successors, administrators, legal representatives and assigns) of the OTHER PART.

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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WHEREAS one Sayeb Ali Molla, son of late Abad Ali Molla, resident of Village - Banagram, Police Station - Bishnupur, the then District - 24-Parganas owned and possessed a piece of land measuring 40 (Forty) Decimals out of 3.65 Acres of Sali land comprised in R. S. Dag No. 424 and 10 (Ten) Decimals out of 1.41 Acres of Sali land comprised in R. S. Dag No. 359, totaling of which 50 (Fifty) Decimals of Sali land appertaining to R. S. Khatian No. 48 at Mouza Banagram, within Banagram Anchal Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, R. S. No. 30, District Sub-Registration Office at Bishnupur, Police Station - Bishnupur, and the then District - 24-Parganas by way of purchase through registered Deed of Sale being No. 10325 for the year 1966 from one Ahmed Hossain Molla and registered in the office of the then District Sub-Registrar at Bishnupur on 25th August, 1966 and the same was recorded in Book No. 1, Volume No. 96, Pages from 207 to 208 therein free from all encumbrances.

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AND WHEREAS while thus said Sayed Ali Molla, son of late Abad Ali Molla, seized and possessed the aforementioned entire schedule of Sali land measuring 40 (Forty) Decimals out of 3.65 Acres comprised in R. S. Dag No. 424 and 10 (Ten) Decimals out of 1.41 Acres comprised in R. S. Dag No. 359, totaling of which 50 (Fifty) Decimals of Sali land appertaining to R. S. Khatian No. 48 at Mouza Banagram, within Banagram Anchal Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, R. S. No. 30, the then District Sub-Registration Office at Bishnupur, Police Station - Bishnupur, the then District 24-Parganas as its sole and absolute owner alone, mutated the same in his name with the Record of Right and paying the revenue to the Government Authority regularly, free from all encumbrances, he sold out the aforementioned 50 (Fifty) Decimals of land in favour of the Vendor Nos. 1 and 2 herein namely MANSUR ALI MOLLA, son of Janab Sukur Ali Molla and NOOR MOHAMMAD MOLLA, son of late Yearuddin Molla by virtue of the Deed of Sale Being No. 1786 for the year 1972 registered in the office of District Sub-Registrar of Bishnupur, the then District 24-Parganas on 28th February, 1972 and the same was recorded in Book No. 1, Volume No. 18, Pages from 255 to 257 written therein.

AND WHEREAS while thus purchased, the abovenamed Vendor Nos. (1) MANSUR ALI MOLLA, son of Janab Sukur Ali Molla and (2) NOOR MOHAMMAD MOLLA, son of late Yearuddin Molla, both of Village -

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Banagram, Police Station - Bishnupur, solely and absolutely seized and possessed the aforementioned schedule of land on the strength of the aforementioned Deed of Sale Being No. 1786 for the year 1972 registered on 28th February, 1972, they got mutation of the same respectively recorded in their respective names with the record of Rights as 20 Decimals each out of 40 Decimals Sali land comprised in R. S. Dag No. 424 in Part of R. S. Dag No. 508 and 05 Decimals each out of aforementioned 10 Decimals of Sali land comprised in R. S. Dag No. 359 in Part of R. S. Dag No. 416, appertaining to R. S. Khatian No. 48 as L. R. Krishi Khatian No. 557 in the name of said Mansur Ali Molla, the Vendor No. 1 herein and in L. R. Krishi Khatian No. 445 in the name of Nur Mohammad Molla, the Vendor No. 2 herein.

AND WHEREAS there is a piece of land measuring an area of 02 Decimals out of 33 Decimals of Sali land, be the same a little more or less, comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Khatian No. 48 at Mouza Banagram, within Banagram Anchal Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, R. S. No. 30, the then District Sub-Registration Office at Bishnupur, Police Station - Bishnupur, the then District 24-Parganas recorded in the name of one Yearuddin Molla, son of late Amiraddin Molla, resident of Village - Banagram, Police Station - Bishnupur, the then District - 24-Parganas in the Record of Rights and said Yearuddin Molla while thus seized and possessed of otherwise well

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and sufficiently enjoyed the same free from all encumbrances, died intestate in the year 1985 leaving behind him the above-named Vendor No. 2, being his only son and the Vendor Nos. 3, 4 and 5 and another SAHAJADI BIBI, being his married daughters and amongst whom SAHAJADI BIBI and her husband namely JARGAM ALI died respectively leaving behind them their 5 (Five) sons the Vendor Nos. 6, 7, 8, 9 and 10 herein and one married daughter, the Vendor No. 11 herein being their legal survivors in earth, who being legal successors and representatives are jointly possessing and enjoying the aforementioned piece of land measuring 02 Decimals of Sali land, as aforesaid, free from all encumbrances till this day by way of inheritance.

AND WHEREAS due to financial crisis for each of their legal necessities, the abovenamed Vendor Nos. 1 and 2 jointly decided and agreed to sell out 15 Decimals each out of each of their land measuring 20 Decimals i.e. totally 30 Decimals out of aforesaid 40 Decimals of Sali land comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Khatian No. 48 and L. R. Krishi Khatin No. 557 of the Vendor No. 1 and 445 of the Vendor No. 2 and the abovenamed Vendor Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 have jointly decided and agreed to sell out their aforementioned 02 Decimals of Sali land comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Khatian No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Khatian No. 48 and now under L. R. Krishi

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Khatian No. 174, owned by them by way of Inheritance since demised of their father and grand father Yearuddin Molla and thus the Vendors herein collectively decided and agreed to sell out their aforementioned land measuring - 15 + 15 + 02 = 32 (Thirty-two) Decimals of Sali land of Mouza Banagram within Banagram Anchal Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, R. S. No. 30, now under Additional District Sub-Registrar at Bishnupur, Police Station - Bishnupur, District - 24-Parganas (South), more fully described in the Schedule hereunder written, free from all encumbrances, charges, liens, lispences, attachments and acquisition or requisition or vested by the Government under any scheme, acts, rules, provisions or bye-laws which the Vendors herein are holding god peaceful and marketable title thereof in law and in response to such intention of the Vendors herein, the Purchaser proposed and agreed to purchase the said entire piece of land and after a thorough discussion, searching, bargaining well the satisfactory marketable sell price/consideration of the said schedule of land has been fixed or settled at Rs. 5,84,420/- (Rupees Five Lacs Eighty-four Thousand Four Hundred Twenty) only by and between the Vendors and the Purchaser herein, and understanding well and satisfied with the sell price/consideration amount as the highest marketable sell price/consideration, the Vendors herein have accepted the proposal of the Purchaser to purchase the aforementioned entire schedule of land from the Vendors and the Vendors hereto have received and

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acknowledged the receipt of the aforementioned total consideration money from the Purchaser hereto on or before the execution and registration of this Deed of Conveyance in favour of the Purchaser in respect of sell of the schedule mentioned entire land as per Memo of Consideration written hereunder.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. 5,84,420/- (Rupees Five Lacs Eighty-four Thousand Four Hundred Twenty) only paid by the Purchaser to the Vendors hereto in respect of the total sell consideration price of the schedule mentioned entire landed properties hereunder written on or before execution of these presents, the receipt whereof the Vendors doth hereby admit, acknowledge and confirm as per Memo of Consideration, hereunder written well and the Vendors hereto doth hereby forever release acquit, exonerate, discharge, sell transfer, convey, assign and dispose of ALL THAT piece and parcel of Sali land measuring an area of (1) 15 Decimals out of 20 Decimals Sali land comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Khatian No. 48 and L. R. Krishi Khatian No. 557 owned by the Vendor No. 1 herein, (2) 15 Decimals out of 20 Decimals of Sali land comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Khatian No. 48 and L. R. Krishi Khatian No. 445 owned by the Vendor No. 2 herein and 02 Decimals comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S.

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Khatian No. 48 and now under L. R. Krishil Khatian No. 174 owned by the Vendor Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 herein by way of inheritance since demises of the recorded owner namely Yearuddin Molla and thus totaling of which - 15 + 15 + 02 = 32 (Thirty-two) Decimals corresponding to 19 (Nineteen) Cottahs 09 (Nine) Chittaks 06 (Six) Square Feet, be the same a little more or less at Mouza Banagram within Banagram Anchal Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, R. S. No. 30, Additional District Sub-Registration Office at Bishnupur, Police Station - Bishnupur, District - 24-Parganas (South) free from all encumbrances, liens, lispendences, appurtenances along with all easement rights including user right of common passage for free ingress and egress to and from the scheduled land, more fully and particularly described in the Schedule hereunder written.

AND the Vendors hereto jointly and collectively, further doth hereby grant, convey, sell, transfer, assign, assure and dispose of absolute right, title, possession and interest unto and in favour of the Purchaser hereto ALL THAT the aforesaid piece of land measuring an area of 32 (Thirty-two) Decimals corresponding to 19 (Nineteen) Cottahs 09 (Nine) Chittaks 06 (Six) Square Feet, be the same a little more or less of Sali land free from all encumbrances, liens, lispendences, liberties, appurtenances TOGETHER WITH all easement rights, privileges in any pertaining to the said landed property belonged to the estate right, title,

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possession, interest, claims, demands and charges whatsoever unto and upon the said schedule of land which is free from all encumbrances, acquisition or requisition and/or vested under any scheme of the State Government, claim and demand whatsoever TO HAVE AND TO HOLD the same absolutely in the manner as aforesaid free from all obstructions, charges, claims, demands etc. of the schedule of land thus purchased by the Purchaser hereto and the Purchaser shall have every right, authority, power, interest, possession and claim to sell, convey, gift, lease, hypothecate, mortgage, assign, assure, transfer, dispose of the schedule land hereinbelow thus purchased by the Purchaser hereunder written in the Schedule well to any person or persons in any manner whatsoever.

THAT the Vendors hereto covenant hereby that NOTWITHSTANDING anything heretobefore done or suffered to the contrary the Vendors have good and absolute right, title, possession, interest, claims and authority to convey the schedule mentioned lands hereunder written well free from all encumbrances, charges, liens, lispendences, claims, demands, dispute whatsoever more fully and particularly described in the Schedule hereunder written and have all rights, privileges and appurtenances thereunto belonging and the same was never vested or were under any scheme of acquisition or requisition by the Government in any act, rules, provisions or bye-laws which is hereby sold, conveyed

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and transferred unto and in favour of the Purchaser hereto by the Vendors herein and the Vendors have not done or knowingly suffered against any losses, dispute or damages whereby for that the schedule mentioned landed properties maybe encumbered, stake, affected or impeached in estate, title or otherwise.

THAT the Vendors hereto shall and will at all times indemnify and keep indemnified and harmless the Purchaser against all claims, demands, objections whatsoever in respect of the schedule mentioned land hereby sold, conveyed, transferred, assured, assigned and disposed of and make good unto and in favour of the Purchaser hereto from all losses, damages, costs, and expenses that may be accrued or be incurred by reason of any defect, deficiency that may be found or detected in right, title, interest, possession, easement rights of the schedule of landed property and for granting the same right.

THAT the Purchaser hereto shall henceforth peacefully and quietly hold, posses and enjoy the rents, issues and profits desirably from and out of the said purchased schedule of land without hindrances, interruption or disturbances from or by the Vendors or any other person or persons claiming through or under entrust for the Vendors without any lawful let, hindrances and interruption or disturbances by any other person or persons whatsoever.

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THAT all the rents and revenues and other impositions payable in respect of the schedule of lands hereby sold, have been fully paid by the Vendors and if any portion of such be found to have been remained unpaid for the period into the date thereof, the same shall be decreed to be the liability of the Vendors and realisable from the Vendors.

THAT the Vendors hereby promised and assured that the Vendors shall at all times do and execute at the cost and expenses of the Purchaser all such further acts, deeds, things and assurances as may be reasonably required for by the Purchaser for the better and further effecting and assuring the conveyance hereby sold and conveyed.

SCHEDULE OF LAND AS REFERRED TO ABOVE

ALL THAT piece and parcel of Revenue Paying Collectorate land measuring an area of (1) 15 (Fifteen) decimals out of 20 (Twenty) Decimals of Sali land comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Rhatian No. 48 and L. R. Krishi Khatin No. 557 owned by the Vendor No. 1 herein, (2) 15 (Fifteen) Decimals out of 20 (Twenty) Decimals of Sali land comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S. Khatian No. 48 and L. R. Krishi Khatian No. 445 owned by the Vendor No. 2 herein and (3) 02 (Two) Decimals of Sali land comprised in R. S. Dag No. 424 and Part of R. S. Dag No. 508 appertaining to R. S.

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Khatian No. 48 and now under L. R. Krishi Khatian No. 174 owned by the Vendor Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 herein collectively by way of inheritance since demised of Yearuddin Molla, the original recorded owner and thus totaling of which - 15 Decimals + 15 Decimals + 02 Decimals = 32 (Thirty-two) Decimals corresponding to 19 (Nineteen) Cottahs 09 (Nine) Chittaks 06 (Six) Square Feet, be the same a little more or less of Sali land in Mouza Banagram within Banagram Anchal Panchayat, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, R. S. No. 30, Additional District Sub-Registration Office at Bishnupur and District Registration Office at Alipore, Police Station - Bishnupur, District - 24-Parganas (South) free from all encumbrances, liens, lispendences, appurtenances along with all easement rights, including user right of common passage for free ingress and egress to and from the schedule of land, further more fully and clearly shown in the sketch Map or Plan annexed herewith delineated with RED border line which shall be deemed to be the part and parcel of this Deed of Conveyance of 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. 10/- (Ten) only per annum and the same is buttet and bounded in the following manner :


ON THE NORTH : Dag.No. 423

ON THE SOUTH : Dag No. 424

ON THE EAST : Dag No. 424

ON THE WEST : Dag No. 424

For Amitis Developers LLP


Authorized Signatory

IN WITNESS WHEREOF the Vendors hereto have set and subscribed their respective hands and signature hereunto, in presence of the following witnesses, the day, month and year first written above.

SIGNED, SEALED AND DELIVERED

at

in presence of :

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Signature of the Vendors...

For Amitis Developers LLP

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MEMO OF CONSIDERATION

RECEIVED of and from^r the withinnamed Purchaser the within mentioned sum of Rs. 5,84,420/- (Rupees Five Lacs Eighty-Four Thousand Four Hundred Twenty) only on this day as full and final consideration money of the schedule mentioned lands sold by this Deed of Conveyance in the following manner :

Cheque No.	dated	Rs.
392351	10.06.05	2,20,000/
342352	10.06.05	2,14,420/
392353	10.06.05	1,50,000/

on Bharat Overseas Bank Ltd.
R. B. Ave, Panchsara

WITNESSES:

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7.

For Amitis Developers LLP

Authorized Signatory

8. SK Sahajan Ali

9. SK Sajit Ali

10. SK Sabir Ali

11. SK Sajib Ali

Signature/LTI of the Vendors

Drafted by me.

Japan Chakraborty
Advocate
Alipore Criminal Court
Kolkata - 700027.

Typed by:

Bapi Mukherjee
Typist
Alipore Criminal Court
Kolkata - 700027.

For Amitis Developers LLP

Authorized Signatory