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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

D 582624

DEED OF CONVEYANCE

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

[Signature]
 Additional Registrar
 of Assurances - Kolkata
 22/6/10

At 01-30 PM
 22/06/10
 Q No. 10835/10

This DEED OF CONVEYANCE made on this 22nd day of June 2010.

BETWEEN

968
 SMT. BIMALA SARDAR (NEE MANDAL) wife of Madhabchandra Sardar aged about 65 years, residing at Village Magurkhali-85, P.O. Jhazra, P.S. Bishnupur, 24 Parganas (South) all by faith Hindu hereinafter referred to as the VENDOR (which expression shall unless otherwise repugnant to the context be deemed to mean and include their successors, administrators, legal representatives and / or assigns) of the ONE PART

For Amitis Developers LLP

AND

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D 5826

B) Thereafter the abovenamed sons of late Balaram Mandal got their respective share of lands as $1/5^{\text{th}}$ out of the lands measuring 62 Decimals comprised in R.S. Dag no. 421 and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza- Banagram, under Banagram Anchal Panchayet, J.L. no. 16, District Collectorate Touzi no. 3, 4, 5, Pargana Khaspur, Revenue Survey no. 30, Police Station Bishnupur, District 24 Parganas (South) recorded with the Record of Rights in their respective names;

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भारतीय नैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

H 012848

C) Thus one Ashutosh Mandal, being one of the sons of late Balaram Mandal, got his name recorded in respect of his $1/6^{\text{th}}$ share of land as 11 Decimals out of total land 62 Decimals of Sali land by way of inheritance with the Record of Rights and seized and possessed of the same or otherwise well and sufficiently entitled to the same or otherwise well and sufficiently entitled to the same as recorded owner of the Record of Rights comprised in R.S. Dag no. 421 and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza Banagram under Banagram Anchal Panchayet, J.L. no. 16, District Collectorate Touzi no. 3, 4, 5, Pargana Khaspur, Revenue Survey no. 30 within the jurisdiction of the office of the Additional District Sub-Registrar at Bishnupur, Police Station Bishnupur, District South 24 Parganas since deceased;

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D) Thereafter the aforesaid Ashutosh Mandal, son of Late Balaram

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D) Thereafter the aforesaid Ashutosh Mandal, son of Late Balaram Mandal, died leaving behind him his wife Smt. Ranu Mandal, son - Bhaju Ram Mandal, both residing at Chak Raju Molla, Police Station Bishnupur, District South 24 Parganas and 6 (six) married daughters (1) Smt. Bimala Sardar, (2) Aloka Sardar, (3) Amala Sardar, (4) Smt. Abuna Mandal, (5) Ganga Adhikary and (6) Smt. Jabuna Mandal who presently reside at their respective matrimonial residences;

E) By a Registered Deed dated 19th December 2006 the said (1) Aloka Sardar, (2) Amala Sardar, (3) Smt. Abuna Mandal, (4) Ganga Adhikary and (5) Smt. Jabuna Mandal sold to the Purchaser herein their respective portions of $\frac{1}{8}$ th out of $\frac{1}{6}$ th i.e. 11 decimals of sale land i.e. $6 \frac{1}{2}$ decimals corresponding to 04 (four) Cottahs which amounts to total $\frac{5}{8}$ th share of 11 decimals comprised in R.S. Dag no. 421 and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza Banagram under Banagram Anchal Panchayet, J. L. no. 16, District Collectorate Touzi no. 3, 4, 5, Pargana Khaspur, Revenue Survey no. 30 within the jurisdiction of the office of the Additional District Sub- Registrar at Bishnupur, Police Station Bishnupur, District South 24 Parganas, free from all encumbrances, liens, its pendency, liberties attachments, claims, demands and/or charges, exercising their exclusive rights of ownership by way of inheritance thereto having unfettered right, title, possession and interest

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thereof and by paying the revenue payable for the same to Government Authority regularly;

F) (1) Smt. Ranu Mandal, widow of deceased Ashutosh Mandal, (2) Bhaju Ram Mandal, son of the deceased Ashutosh Mandal and (3) Smt. Bimala Mandal (Nee Mandal) one of the 6 married daughters of Late Ashutosh Mandal did not sell their respective portions of $1/8^{\text{th}}$ out of $1/6^{\text{th}}$ i.e. 11 decimals of sale land i.e. $4 \frac{1}{2}$ decimals which amounts to total $3/8^{\text{th}}$ share of 11 decimals comprised in R.S. Dag no. 421 and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza Banagram under Banagram Anchal Panchayet, J.L. no. 16, District Collectorate Touzi no. 3, 4, 5, Pargana Khaspur, Revenue Survey no. 30 within the jurisdiction of the office of the Additional District Sub- Registrar at Bishnupur, Police Station Bishnupur, District South 24 Parganas which was recorded in the name of Ashutosh Mandal, since deceased;

G) Smt. Bimala Mandal (Nee Mandal) daughter of the deceased Ashutosh Mandal the Vendor herein have now decided to sell her respective portion of $1/8^{\text{th}}$ out of $1/6^{\text{th}}$ i.e. 11 decimals of sale land i.e. $1 \frac{1}{2}$ decimals which amounts to total $1/8^{\text{th}}$ share of 11 decimals comprised in R.S. Dag no. 421 and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza Banagram under Banagram Anchal Panchayet, J.L. no. 16,

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District Collectorate Touzi no. 3, 4, 5, Pargana Khaspur, Revenue Survey no. 30 within the jurisdiction of the office of the Additional District Sub- Registrar at Bishnupur, Police Station Bishnupur, District South 24 Parganas free from all encumbrances, liens, lis pendence, liberties attachments, claims, demands and/or charges, exercising their exclusive rights of ownership by way of inheritance thereto having unfettered right, title, possession and interest thereof and by paying the revenue payable for the same to Government Authority regularly but (1) Smt. Ranu Mandal, widow of deceased Ashutosh Mandal and (2) Bhaju Ram Mandal, son of the deceased Ashutosh Mandal have not agreed to sell out their respective $1/8^{\text{th}}$ portion each of the $1/6^{\text{th}}$ share i.e. 11 Decimals of land;

H) In response to such intention of the Vendor herein, knowing from a reliable source, the Purchaser hereto being a Private Limited Company proposed to purchase the aforesaid portion of schedule of lands and after a thorough discussion, searching, bargaining verbally well, the marketable consideration/ sale price has been fixed and settled by and between the Vendor and the Purchaser at Rs. 61,262/- (Rupees Sixty One Thousand Two Hundred Sixty Two) only in respect of the schedule mentioned piece of land measuring $1 \frac{1}{2}$ Decimals as $1/8^{\text{th}}$ share of 11 decimals out of 62 Decimals of Sali land corresponding to $1 \frac{1}{2}$ decimals be the same a little more or less, more fully and particularly described in the

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schedule hereinbelow written and the Vendor herein accepting the proposal of the Purchaser hereto as the present highest marketable sale price/consideration in respect of $1/8^{\text{th}}$ share of 11 decimals out of 62 Decimals of Sali land corresponding to $1 \frac{1}{2}$ decimals be the same a little more or less, Sali land, comprised in R.S. Dag no. 421 and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza Banagram under Banagram Anchal Panchayet, J.L. no. 16, District Collectorate Touzi no. 3,4,5, P Pargana Khaspur, Revenue Survey no. 30 within the office of the Additional District Sub- Registrar at Bishnupur, Police Station Bishnupur, District South 24 Parganas, West Bengal of which total value / consideration settled at Rs. 61,262/- (Rupees Sixty One Thousand Two Hundred Sixty Two) only and the Vendor hereto have received and acknowledged the receipt of the aforesaid total consideration money in respect of the schedule mentioned lands measuring about $1 \frac{1}{2}$ decimals recorded as Sali land, as described hereinabove from the Purchaser hereto immediately on or before the execution and registration of this Deed of Conveyance as per Memo of Consideration written hereinbelow.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said verbal agreement and in consideration of Rs. 61,262/- (Rupees Sixty One Thousand Two Hundred Sixty Two) only paid by the Purchaser to the Vendor hereto in respect of the total consideration/ sale price of the schedule mentioned Sali lands hereunder written immediately on or

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before execution and registration of this Deed of Conveyance (the receipt whereof the Vendor DOTH HEREBY ADMIT and acknowledge as per Memo of Consideration) hereunder written well and the Vendor hereto DOTH HEREBY forever release, acquit, exonerate, discharge, sale, convey, transfer, assign assure and dispose of ALL THAT piece and parcel of lands measuring $1 \frac{1}{2}$ Decimal as $1/8^{\text{th}}$ share out of 11 Decimals of the total area of 62 Decimals, recorded as Sali Land be the same a little more or less comprised in R.S. Dag no. 421 and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza Banagram under Banagram Anchal Panchayet, J.L. no. 16, District Collectorate Touzi no. 3, 4, 5, Pargana Khaspur, Revenue Survey no. 30 within the office of the Additional District Sub- Registrar at Bishnupur, Police Station Bishnupur, District South 24 Parganas, free from all encumbrances along with all easement rights including the user rights of common passage for free ingress and egress to and from the schedule of land which is more fully and particularly described in the Schedule hereunder written or HOWSOEVER OTHERWISE at the said landed property now is or are or heretobefore was or were situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, ways, sewers, drains ditches, hedges, bushes, water, water courses and all other former and ancient right, title, light, liberties, benefits, privileges, advantages, easements, appendages and appurtenances whatsoever to the said landed property situate and belong to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be

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appurtenant thereto and the reversion or reversions remainder or reminders and the rents, issues and profits thereof AND all the estate right, title, interest, claims and demands whatsoever both at law and in equity of the Vendor hereto into or upon the said schedule of lands and every part thereof AND all deeds, pattahs, Muniments, writings, evidence, title whatsoever relating to or concerning the said landed property and every part thereof which now are or may hereafter be in the custody, power, control or possession of the Vendor or any person or persons from whom the said Vendor may procured the same without any lawful action or suit **TO HAVE AND TO HOLD, POSSESS AND ENJOY** the said landed property so to be unto the said Purchaser absolutely forever free from all encumbrances, and the Vendor do hereby covenant with the Purchaser that **NOTWITHSTANDING** any act, deeds, things, matters whatsoever made, done execute or knowingly suffered to the contrary, the Vendor now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey and sell the said landed property hereby sold or expressed or intended so to be unto and to the use of the said Purchaser in the manner as aforesaid and delivered vacant and peaceful possession of the schedule mentioned lands to the purchaser hereto simultaneously with the execution of these presents.

AND the purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the schedule mentioned lands or every part thereof and pay the revenues and other impositions payable for the schedule mentioned lands hereto the appropriate Government Authority

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upon getting its name duly mutated in the Office of the B.L. & L.R.O. concerned as well as in the office of Banagram Anchal Panchayet and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever of any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of their predecessors-in-title and that free and clear freely and clearly and absolutely acquitted, exonerated, discharged, saved harmless and keep the Purchaser indemnified from or against all charges, estates, encumbrances created by the Vendor or any of their predecessors-in-title and that free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming, as aforesaid.

FURTHER the Vendor and all persons having lawfully or equitably claiming any estate or interest upon the said landed property or every part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the costs and requests of the Purchaser do and execute or cause to be done or executed all such acts, deeds, things, matters and assurances whatsoever for further and more perfectly assuring and conveying the said landed property to and unto the purchaser hereto as shall or may be reasonably required.

AND the Vendor hereto further declare hereby that the lands hereby sold, if acquired, subsequently by the State Government or by any public body or found requisitioned for under any scheme or alignment later on in that event the Vendor hereto shall be liable for the same.

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AND the Vendor hereto furthermore declare hereby that the lands hereby sold has neither been previously leased out, mortgaged, sold nor in anyway lis pendence or has any attachment in any manner whatsoever and there is no case, suit or proceeding made or pending with any Court of Law elsewhere against the said schedule of lands and the schedule landed property is not decretal property nor sold in auction and no notice has yet been served upon the Vendor for acquisition or requisition of the schedule property or any part thereof by the L.A. Department or any other government Authority and any of the statements or covenants made hereinabove is found to be false, untrue or there is any defect in title, detected hereafter, the Vendor shall be liable for all of the same.

AND the Purchaser hereto shall henceforth peacefully and quietly hold posses and enjoy the rents, issues and profits desirably from and out of the aforesaid purchased schedule of lands without hindrances, interruptions or disturbances from or by the Vendor or any person or persons claiming through or under in trust and interruption or disturbances by other person or persons whatsoever.

AND all the rents revenues and other impositions payable in respect of the schedule mentioned lands hereby sold have been fully paid by the Vendor and if any portion of such be found to have been remained unpaid for the period unto the date thereof the same shall be decreed to be the liability of the Vendor and realizable from the Vendor herein.

AND that the Vendor hereto hereby promised and assured that if any error or omission is transpired in this Deed of Conveyance later on that may rectified by the Vendor herein or by their representatives legal heirs

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at the costs and requests of the Purchaser hereto and the supplementary Deed or Rectification Deed or Deed of Declaration may be registered by the Vendor in favour of the Purchaser hereto free of any remuneration as and when it may be required for.

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SCHEDULE OF LAND AS REFERRED TO ABOVE

ALL THAT piece of and parcel of Revenue Paying Collectorate lands measuring an area of $1 \frac{1}{2}$ Decimals be the same a little more or less as $1/8^{\text{th}}$ share out of 11 Decimals (as $1/6^{\text{th}}$ share) of total landed area of 62 Decimal, recorded as Sali-land, comprised in R.S. Dag no. (42) and L. R. Dag No. 500 appertaining to R.S. Khatian no. 174 and L. R. Khatian No. 401 at Mouza Banagram under Banagram Anchal Panchayet, J.L. no. 16, District Collectorate Touzi no. 3, 4, 5, Pargana Khaspur, Revenue Survey no. 30 within the office of the Additional District Sub- Registrar at Bishnupur, Police Station Bishnupur, District South 24 Parganas, along with all easement rights, liberties, appurtenances, free from all encumbrances, liens, attachments, lis pendence, claims, demands and/or charges whatsoever including the user right of common passage for free ingress and egress to and from the schedule of lands which is further more fully and particularly and clearly shown in the sketched Map or Plan annexed herewith delineated with RED Ink/Colour border line which shall be deemed to be the Part and Parcel of this Deed of Conveyance of which revenue is to be paid to the District Collectorate, South 24 Parganas at Alipore in favour of the Office of Government of the State of West Bengal at Rs. 2.00/- (Rupees Two) only per annum and is butted and bounded by:

On The North: By land of Part of RS Dag No. 421
 On The South: By land of Part of RS Dag No. 421
 On The East: By land of Part of RS Dag No. 422
 On The West: By land of Part of RS Dag No. 421.

For Amitis Developers LLP

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Sali Agricultural

11 Decimals
 ↓
 R.S. Dag - 421

Handwritten signature/initials

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

BY THE SAID VENDOR AT KOLKATA,

বিস্ময় কান্ত রায়

IN PRESENCE OF:

1. Hemanta Sarda.
Maguskhali
(24) P.O. Sankh.
2. বিস্ময় কান্ত রায়

SIGNED, SEALED AND DELIVERED

BY THE SAID PURCHASER AT KOLKATA,

IN PRESENCE OF:

1. Hemanta Sarda.

2. Gouram Jana.
Clerk - High Court
Calcutta

Registered



PURCHASER

For Amitis Developers LLP

Authorized Signatory

Drafted by
Identified by
AMC
High Court Calcutta

MEMO OF CONSIDERATION

Received on and from the within named PURCHASER the within mentioned sum of Rs. 61,262/- (Rupees Sixty One Thousand Two Hundred Sixty Two) only as the full consideration money as per this memo:

ON EXECUTION OF THESE PRESENTS

Rs. 61,262/-

TOTAL

Rs. 61,262/-

বিল্লাস বর্দা

WITNESSES:

VENDOR

Hemanta Sardar
হেমন্ত সর্দার

For Amittis Developers LLP

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