

शिक्तावन पश्चिम् बंग

WEST BENGAL

70AA 213938 Mr. 228 846)\_\_\_

Certified that the Document is admitted to Registration. The greature Sheet and the andorsement rhassa tracked to a accument are the part of this Document.

Additional Registration Assurances-II, Kolkets

(30.

CONVEYANCE

1. Date:

28 January 2014

- Farhana Hissain

2. Place: Kolkata

tel Diisur Rahaman.

Carnon.

3. Parties

All of

Md. Frisur Kalumm.

Aimbon Bhattachage SURANJAN MURHE FILE 1 I NO+ 2013 Aunban Bhatterbarys 1 NO - 2013 Mel. Arrisur Rahaman. re- 686 Parhana Hussain NASIR-HUSSAIN S/O. MR. ABU-HABIM A-128, NEHRU-VIHAR

TIMARPUR, DELHIJY,

OceuPATION - 86KNICE



# Government Of West Bengal Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 01204 of 2014 (Serial No. 01091 of 2014 and Query No. 1902L000002567 of 2014)

## On 28/01/2014

## Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 17.20 hrs on :28/01/2014, at the Private residence by Anirban Bhattacharya, Claimant.

# Admission of Execution(Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 28/01/2014 by

- Md Anisur Rahaman, son of Late Fazlur Rahaman, Raigachi, Munshi Para, Thana:-Rajarhat, P.O.:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Muslim, By Profession: Others
- Farhana Hussain, wife of Nasir Hussain , A 128, Block A, Nehru Vihar, P S Timarpur, P.O. :-Timarpur, DELHI, India, Pin :-110054, By Caste Muslim, By Profession : Others
- Anirban Bhattacharya

Authorised Signatory, Pacify Hirise Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

, By Profession : Others

Identified By Nasir Hussain, son of Mr Abu Hasim, A - 128, Nehru Vihar, Timarpur, Delhi - 54, DELHI, India, , By Caste: Muslim, By Profession: Service.

( Dulal chandra Saha ) ADDL. REGISTRAR OF ASSURANCES-II

# On 29/01/2014

# Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,28,840/-

Certified that the required stamp duty of this document is Rs.- 11462 /- and the Stamp duty paid as: Impresive Rs.- 10/-

( Dulal chandra Saha ) ADDL. REGISTRAR OF ASSURANCES-II

### On 31/01/2014

# Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

3 7 100 2014

( Dulal chandraSaha )
ADDL. REGISTRAR OF ASSURANCES II

EndorsementPage 1 of 2

# # . 360 8



# Government Of West Bengal Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 01204 of 2014 (Serial No. 01091 of 2014 and Query No. 1902L000002567 of 2014)

Rs. 2606/- is paid, by the draft number 293822, Draft Date 30/01/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 31/01/2014

(Under Article: A(1) = 2508/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 31/01/2014)

# **Deficit stamp duty**

Deficit stamp duty Rs. 11462/- is paid, by the draft number 293821, Draft Date 30/01/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 31/01/2014

( Dulal chandra Saha ) ADDL. REGISTRAR OF ASSURANCES-II



3 1 JAN 2014

( Dulal chandraSaha ) ADDL. REGISTRAR OF ASSURANCES-II

31/01/2014 15:16:00

EndorsementPage 2 of 2

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- 3.1 Md. Anisur Rahaman, son of Late Fazlur Rahaman alias A.M. Fazlur Rahaman alias Fajrul alias Rahaman A.M. Fajrul, residing at Village Raigachi, Munshi Para, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (PAN AFQPR9560K)
- 3.2 **Farhana Hussain**, wife of Nasir Hussain, residing at A-128, Block-A, Nehru Vihar, Post Office Timarpur, Delhi-110054, Police Station Timarpur (**PAN AICPH2286B**)

(collectively **Vendors**, which term and/or expression unless excluded by or repugnant to the context shall mean and include successors-in-interest)

#### And

3.3 Pacify Hirise Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AAHCP3393B), represented by its authorized signatory Anirban Bhattacharya, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, which term and/or expression unless excluded by or repugnant to the context shall mean and include successors-in-interest).

Vendors and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

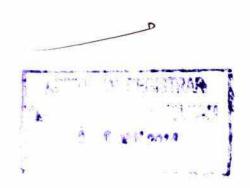
### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- Said Property: (1) Land classified as sali (agricultural) measuring 0.0927 (zero point 4.1 zero nine two seven) decimal equivalent to 40.38 (forty point three eight) square feet, more or less [out of 45 (forty five) decimal equivalent to 1 (one) bigha 7 (seven) cottah 3 (three) chittack and 26.86 (twenty six point eight six) square feet, more or less], being a portion of R.S./L.R. Dag No.603, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part I of the 1st Schedule below and the said Dag No.603 is delineated and demarcated on Plan A annexed hereto and bordered in colour Red thereon (First Land) And (2) land classified as sali (agricultural) measuring 0.0168 (zero point zero one six eight) decimal equivalent to 7.32 (seven point three two) square feet, more or less [out of 4 (four) decimal equivalent to 2 (two) cottah 6 (six) chittack and 32.33 (thirty two point three three) square feet, more or less], being a portion of R.S./L.R. Dag No.606, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part II of the 1st Schedule below and the said Dag No.606 is delineated and demarcated on Plan B annexed hereto and bordered in colour Red thereon (Second Land) And (3) land classified as sali (agricultural) measuring 0.0459 (zero point zero four five nine) decimal equivalent to 19.5 (nineteen point five) square feet, more or less [out of 2 (two) decimal equivalent to 1 (one) cottah 3 (three) chittack and 16.128 (sixteen point one two eight) square feet, more or less], being a portion of

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MJ. Anisur Rahaman.





R.S./L.R. Dag No.610, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part III of the 1st Schedule below and the said Dag No.610 is delineated and demarcated on Plan C annexed hereto and bordered in colour Red thereon (Third Land) And (4) land classified as sali (agricultural) measuring 0.0627 (zero point zero six two seven) decimal equivalent to 27.29 (twenty seven point two nine) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 1.728 (one point seven two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part IV of the 1st Schedule below and the said Dag No.612 is delineated and demarcated on Plan D annexed hereto and bordered in colour Red thereon (Fourth Land) And (5) land classified as sali (agricultural) measuring 0.2061 (zero point two zero six one) decimal equivalent to 1 (one) chittack and 44.712 (forty four point seven one two) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5.328 (five point three two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.628, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part V of the 1st Schedule below and the said Dag No.628 is delineated and demarcated on Plan E annexed hereto and bordered in colour Red thereon (Fifth Land), the First Land, the Second Land, the Third Land, the Fourth Land and the Fifth Land are more fully and collectively described in the 2<sup>nd</sup> Schedule below (collectively Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

- 5. Background, Representations, Warranties and Covenants
- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendors represent and warrant to and covenant with the Purchaser regarding title as follows:
- 5.1.1 Ownership of Fazlur Rahaman: Fazlur Rahaman alias A.M. Fazlur Rahaman alias Fajrul alias Rahaman A.M. Fajrul (Fazlur Rahaman) was the sole owner of (1) land measuring 0.2475 (zero point two four seven five) decimal, more or less, being a portion of R.S./L.R. Dag No.603, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Fazlur's First Land) And (2) land measuring 0.0448 (zero point zero four four eight) decimal, more or less, being a portion of R.S./L.R. Dag No.606, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Fazlur's Second Land) And (3) land measuring 0.1222 (zero point one two two) decimal, more or less, being a portion of R.S./L.R. Dag No.610, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Fazlur's Third Land) And (4) land measuring 0.1674 (zero point one six seven four) decimal, more or less, being a portion of R.S./L.R. Dag No.612, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Fazlur's Fourth Land) And (5) land measuring 0.5499 (zero point five four nine nine) decimal, more or less, being a portion of R.S./L.R. Dag No.628, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Fazlur's Fifth Land). Fazlur's First Land, Fazlur's Second Land, Fazlur's Third Land, Fazlur's Fourth Land and Fazlur's Fifth Land are collectively defined as Fazlur's Mother Property.

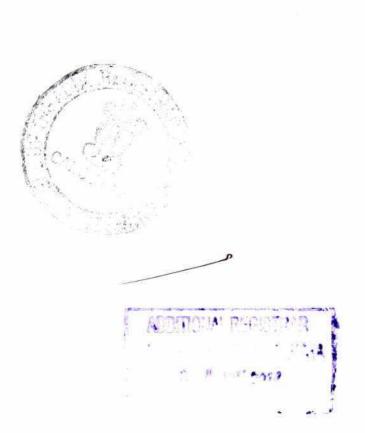
Farhana Hussain 3

Md. Anisur Rahaman.

- 5.1.2 Mutation: Fazlur Rahaman got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. Khatian No.745, in respect of Fazlur's Mother Property.
- 5.1.3 Demise of Fazlur Rahaman: On 8th February, 2012, Fazlur Rahaman, a Muslim governed by the Sunni School of Mohammedan Law, died intestate, leaving behind him surviving his only wife Meherajun Nehar, 3 (three) sons, namely, (1) Md. Mijanur Rahaman alias Rahaman Mohammad Michanur (2) Mohammad Mustafizur Rahaman alias Mohammad Mustafijur and (3) Md. Anisur Rahaman (the Vendor No.3.1 herein) and his only married daughter, Farhana Hussain (the Vendor No.3.2 herein) (collectively Legal Heirs Of Fazlur Rahaman), as his only legal heiresses and heirs, who jointly inherited the right, title and interest of Late Fazlur Rahaman in Fazlur's Mother Property, each having diverse shares and/or interest therein.
- 5.1.4 Shares of Vendor No.3.1: The Vendor No.3.1, being one of the sons and Legal Heirs Of Fazlur Rahaman, inherited (1) land measuring 0.0618 (zero point zero six one eight) decimal, more or less, comprised in Fazlur's First Land (Share Of Vendor No.3.1 In Dag No.603) (2) land measuring 0.0112 (zero point zero one one two) decimal, more or less, comprised in Fazlur's Second Land (Share Of Vendor No.3.1 In Dag No.606) (3) land measuring 0.0306 (zero point zero three zero six) decimal, more or less, comprised in Fazlur's Third Land (Share Of Vendor No.3.1 In Dag No.610) (4) land measuring 0.0418 (zero point zero four one eight) decimal, more or less, comprised in Fazlur's Fourth Land (Share Of Vendor No.3.1 In Dag No.612) and (5) land measuring 0.1374 (zero point one three seven four) decimal, more or less, comprised in Fazlur's Fifth Land (Share Of Vendor No.3.1 In Dag No.628).
- 5.1.5 Ownership of Share Of Vendor No.3.1 In Mother Property: In the above mentioned circumstances, the Vendor No.3.1 has become the sole owner of (1) the Share Of Vendor No.3.1 In Dag No.603 (2) the Share Of Vendor No.3.1 In Dag No.610 (4) the Share Of Vendor No.3.1 In Dag No.612 and (5) the Share Of Vendor No.3.1 In Dag No.628, being collectively defined as Share Of Vendor No.3.1 In Mother Property.
- 5.1.6 Shares of Vendor No.3.2: The Vendor No.3.2, being the daughter and one of the Legal Heirs Of Fazlur Rahaman, inherited (1) land measuring 0.0309 (zero point zero three zero nine) decimal, more or less, comprised in Fazlur's First Land (Share Of Vendor No.3.2 In Dag No.603) (2) land measuring 0.0056 (zero point zero zero five six) decimal, more or less, comprised in Fazlur's Second Land (Share Of Vendor No.3.2 In Dag No.606) (3) land measuring 0.0153 (zero point zero one five three) decimal, more or less, comprised in Fazlur's Third Land (Share Of Vendor No.3.2 In Dag No.610) (4) land measuring 0.0209 (zero point zero two zero nine) decimal, more or less, comprised in Fazlur's Fourth Land (Share Of Vendor No.3.2 In Dag No.612) and (5) land measuring 0.0687 (zero point zero six eight seven) decimal, more or less, comprised in Fazlur's Fifth Land (Share Of Vendor No.3.2 In Dag No.628).
- 5.1.7 Ownership of Share Of Vendor No.3.2 In Mother Property: In the above mentioned circumstances, the Vendor No.3.2 has become the sole owner of (1) the Share Of Vendor No.3.2 In Dag No.603 (2) the Share Of Vendor No.3.2 In Dag No.610 (4) the Share Of Vendor No.3.2 In Dag No.612 and (5) the Share Of Vendor No.3.2 In Dag No.628, being collectively defined as Share Of Vendor No.3.2 In Mother Property.

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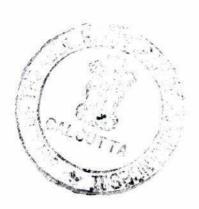
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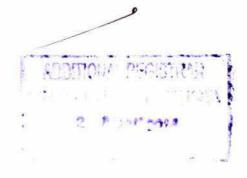


- 5.1.8 Absolute Ownership of Vendors: In the above mentioned circumstances, the Vendors have become the joint and absolute owners of the Share Of Vendor No.3.1 In Mother Property and Share Of Vendor No.3.2 In Mother Property, being collectively the entirety of the Said Property which is defined in Clause 4.1 above.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent and warrant to and covenant with the Purchaser regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendors do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: The Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

Farhana Hussain

Hd. Anis ur Rahaman.





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#### 6. **Basic Understanding**

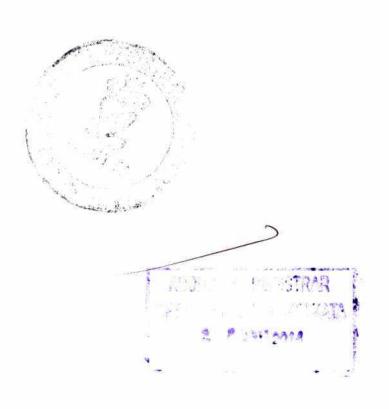
- 6.1 Sale of Said Property: The basic understanding between the Vendors and the Purchaser is that the Vendors shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 Surrender of Rights by Pioneer Prodev: Pioneer Prodev Private Limited (Pioneer Prodev), having its registered office at 3rd floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender/release such claims in favour of the Purchaser. The Vendors shall have no responsibility or obligation in this regard.

#### 7. Transfer

7.1 Hereby Made: The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the 2<sup>nd</sup> Schedule below, being (1) the First Land, i.e. land classified as sali (agricultural) measuring 0.0927 (zero point zero nine two seven) decimal equivalent to 40.38 (forty point three eight) square feet, more or less [out of 45 (forty five) decimal equivalent to 1 (one) bigha 7 (seven) cottah 3 (three) chittack and 26.86 (twenty six point eight six) square feet, more or less], being a portion of R.S./L.R. Dag No.603, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part I of the 1st Schedule below and the said Dag No.603 is delineated and demarcated on Plan A annexed hereto and bordered in colour Red thereon And (2) the Second Land, i.e. land classified as sali (agricultural) measuring 0.0168 (zero point zero one six eight) decimal equivalent to 7.32 (seven point three two) square feet, more or less [out of 4 (four) decimal equivalent to 2 (two) cottah 6 (six) chittack and 32.33 (thirty two point three three) square feet, more or less], being a portion of R.S./L.R. Dag No.606, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in **Part II** of the 1<sup>st</sup> **Schedule** below and the said *Dag* No.606 is delineated and demarcated on **Plan B** annexed hereto and bordered in colour **Red** thereon **And** (3) the Third Land, i.e. land classified as sali (agricultural) measuring 0.0459 (zero point zero four five nine) decimal equivalent to 19.5 (nineteen point five) square feet, more or less [out of 2 (two) decimal equivalent to 1 (one) cottah 3 (three) chittack and 16.128 (sixteen point one two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.610, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part III of the 1st Schedule below and the said Dag No.610 is delineated and demarcated on Plan C annexed hereto and bordered in colour Red thereon And (4) the Fourth Land, i.e. land classified as sali (agricultural) measuring 0.0627 (zero point zero six two seven) decimal equivalent to 27.29 (twenty seven point two nine) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 1.728 (one point seven two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly

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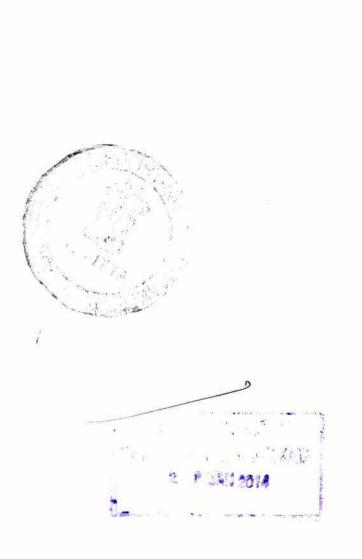


Bidhannagar), District North 24 Parganas and more fully described in **Part IV** of the **1st Schedule** below and the said Dag No.612 is delineated and demarcated on **Plan D** annexed hereto and bordered in colour **Red** thereon **And (5)** the Fifth Land, i.e. land classified as sali (agricultural) measuring 0.2061 (zero point two zero six one) decimal equivalent to 1 (one) chittack and 44.712 (forty four point seven one two) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5.328 (five point three two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.628, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in **Part V** of the **1st Schedule** below and the said Dag No.628 is delineated and demarcated on **Plan E** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs. Rs.1,90,000/- (Rupees one lac and ninety thousand) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt And Memo of Consideration hereunder written, admit and acknowledge.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust\for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification by Vendors:** express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the

Farham Hussain

MJ. Anisur Rahaman.



Purchaser's and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendors provided such claims or demands do not pertain to the period on and from the date of this Conveyance.

- 8.2.2 Transfer of Property Act: all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 28.3 **Delivery of Possession:** The Vendors have handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchaser.
- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendors hereby covenant that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors and it is further expressly and specifically covenanted, confirmed and declared by the Vendors that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendors, the Vendors shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendors hereby expressly waive, surrender and give up each and every one of the aforesaid rights.
- 8.6 No Objection to Mutation: The Vendors covenant, confirm and declare that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (a) consent to the same and (b) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendors are fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendors hereby expressly (a) consent to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining the same and (b) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the

Farhana Hussain

Md, Anisur Rahaman.



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name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.

- 8.7 Title Documents: Simultaneously herewith, the Vendors have handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

# 1st Schedule Part I (First Land)

Land classified as sali (agricultural) measuring 0.0927 (zero point zero nine two seven) decimal equivalent to 40.38 (forty point three eight) square feet, more or less [out of 45 (forty five) decimal equivalent to 1 (one) bigha 7 (seven) cottah 3 (three) chittack and 26.86 (twenty six point eight six) square feet, more or less], being a portion of R.S./L.R. Dag No.603, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No.603 is delineated and demarcated on Plan A annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North: By land belonging to R.S./L.R. Dag Nos. 604, 605 and 606 and by P.W.D. Road

On the East: By land belonging to R.S./L.R. Dag Nos. 558, 559, 560 and

On the South : By land belonging to R.S./L.R. Dag No. 602

On the West: By land belonging to R.S./L.R. Dag Nos. 607 and 608

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the First Land and appurtenances and inheritances for access and user thereof.

# Part II (Second Land)

Land classified as sali (agricultural) measuring 0.0168 (zero point zero one six eight) decimal equivalent to 7.32 (seven point three two) square feet, more or less [out of 4 (four) decimal equivalent to 2 (two) cottah 6 (six) chittack and 32.33 (thirty two point three three) square feet, more or less], being a portion of R.S./L.R. Dag No.606, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No.606 is delineated and demarcated on Plan B annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North

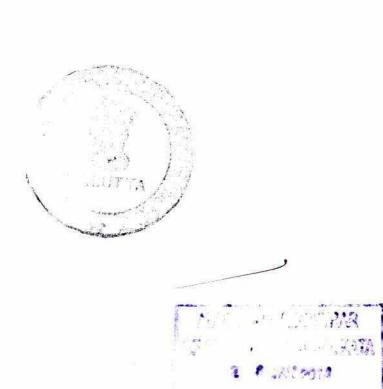
: By P.W.D. Road

On the East

: By land belonging to R.S./L.R. Dag No. 605

Carhana Hussain

Md. Anis ar Rahaman.



On the South : By land On the West : By land

By land belonging to R.S./L.R. *Dag* No. 603 By land belonging to R.S./L.R. *Dag* No. 607

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Second Land and appurtenances and inheritances for access and user thereof.

# Part III (Third Land)

Land classified as sali (agricultural) measuring 0.0459 (zero point zero four five nine) decimal equivalent to 19.5 (nineteen point five) square feet, more or less [out of 2 (two) decimal equivalent to 1 (one) cottah 3 (three) chittack and 16.128 (sixteen point one two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.610, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No.610 is delineated and demarcated on Plan C annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North
On the East
By land belonging to R.S./L.R. Dag No. 609
By land belonging to R.S./L.R. Dag No. 596
Son the South
By land belonging to R.S./L.R. Dag No. 596
By land belonging to R.S./L.R. Dag No. 611

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Third Land and appurtenances and inheritances for access and user thereof.

# Part IV (Fourth Land)

Land classified as sali (agricultural) measuring 0.0627 (zero point zero six two seven) decimal equivalent to 27.29 (twenty seven point two nine) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 1.728 (one point seven two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No.612 is delineated and demarcated on Plan D annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North

By land belonging to R.S./L.R. Dag No. 611

By land belonging to R.S./L.R. Dag No. 596

On the South

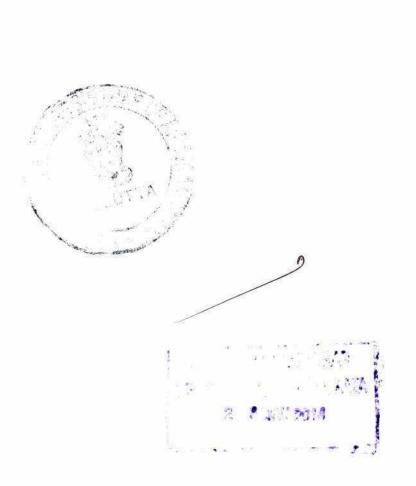
By land belonging to R.S./L.R. Dag No. 595

By land belonging to R.S./L.R. Dag No. 613

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Fourth Land and appurtenances and inheritances for access and user thereof.

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M. Frisus Rahaman.



# Part V (Fifth Land)

Land classified as *sali* (agricultural) measuring 0.2061 (zero point two zero six one) decimal equivalent to 1 (one) *chittack* and 44.712 (forty four point seven one two) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* and 5.328 (five point three two eight) square feet, more or less], being a portion of R.S./L.R. *Dag* No.628, recorded in L.R. *Khatian* No.745, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I *Gram Panchayat*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.628 is delineated and demarcated on **Plan E** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

By land belonging to R.S./L.R. Dag No. 625

By land belonging to R.S./L.R. Dag No. 625

By land belonging to R.S./L.R. Dag No. 629

By land belonging to R.S./L.R. Dag No. 629

On the West: By land belonging to R.S./L.R. Dag Nos. 627 and 629

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Fifth Land and appurtenances and inheritances for access and user thereof.

# 2nd Schedule (Said Property) [Subject Matter of Sale]

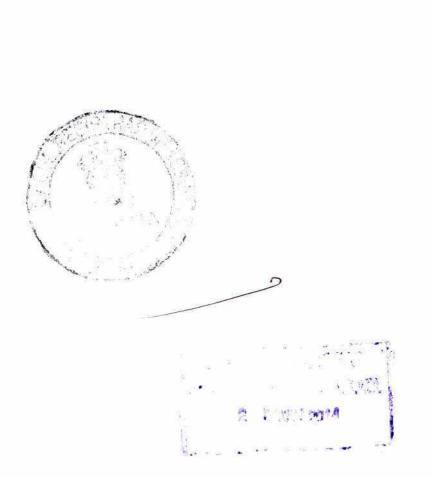
Land classified as sali (agricultural) measuring 0.0927 (zero point zero nine two seven) decimal equivalent to 40.38 (forty point three eight) square feet, more or less [out of 45 (forty five) decimal equivalent to 1 (one) bigha 7 (seven) cottah 3 (three) chittack and 26.86 (twenty six point eight six) square feet, more or less], being a portion of R.S./L.R. Dag No.603, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in **Part I** of the **1st Schedule** above

Land classified as *sali* (agricultural) measuring 0.0168 (zero point zero one six eight) decimal equivalent to 7.32 (seven point three two) square feet, more or less [out of 4 (four) decimal equivalent to 2 (two) *cottah* 6 (six) *chittack* and 32.33 (thirty two point three three) square feet, more or less], being a portion of R.S./L.R. *Dag* No.606, recorded in L.R. *Khatian* No.745, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I *Gram Panchayat*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in **Part II** of the **1st Schedule** above

Land classified as sali (agricultural) measuring 0.0459 (zero point zero four five nine) decimal equivalent to 19.5 (nineteen point five) square feet, more or less [out of 2 (two) decimal equivalent to 1 (one) cottah 3 (three) chittack and 16.128 (sixteen point one two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.610, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in Part III of the 1st Schedule above

Farhana Hussain

HJ. Anisur Rahaman.



Land classified as sali (agricultural) measuring 0.0627 (zero point zero six two seven) decimal equivalent to 27.29 (twenty seven point two nine) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 1.728 (one point seven two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in **Part IV** of the **1st Schedule** above

Land classified as sali (agricultural) measuring 0.2061 (zero point two zero six one) decimal equivalent to 1 (one) chittack and 44.712 (forty four point seven one two) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5.328 (five point three two eight) square feet, more or less], being a portion of R.S./L.R. Dag No.628, recorded in L.R. Khatian No.745, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No.I Gram Panchayat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in **Part V** of the **1st Schedule** above

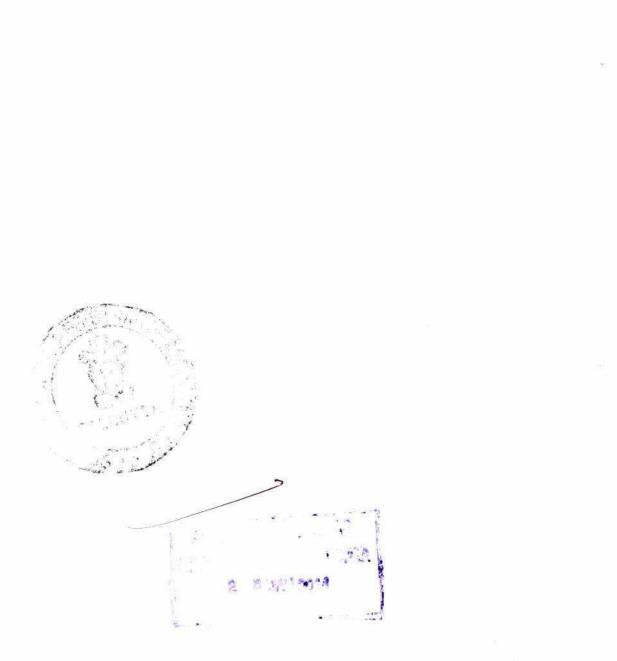
**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. Dag Nos.	L.R. Khatian No.	Nature of Land	Total Area of Dag (In Decimal)	Total Area Sold (In Decimal)	Name of Recorded Owner
Raigachi	603	745	Sali	45	0.0927	Fazlur Rahaman
Raigachi	606	745	Sali	4	0.0168	Fazlur Rahaman
Raigachi	610	745	Sali	2	0.0459	Fazlur Rahaman
Raigachi	612	745	Sali	3	0.0627	Fazlur Rahaman
Raigachi	628	745	Sali	9	0.2061	Fazlur Rahaman
	•	Tot	al Area of	Land Sold:	0.4242	

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Mg. Frisur Rahaman.



9.	Execution	and	Deliver

9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

(Md. Anisur Rahaman) (Farhana Hussain)

[Vendors]

**Pacify Hirise Private Limited** 

(Authorized Signatory)
[Purchaser]

Shuvardip Chakraborty, Shuvadip Chakraborty, Advocate

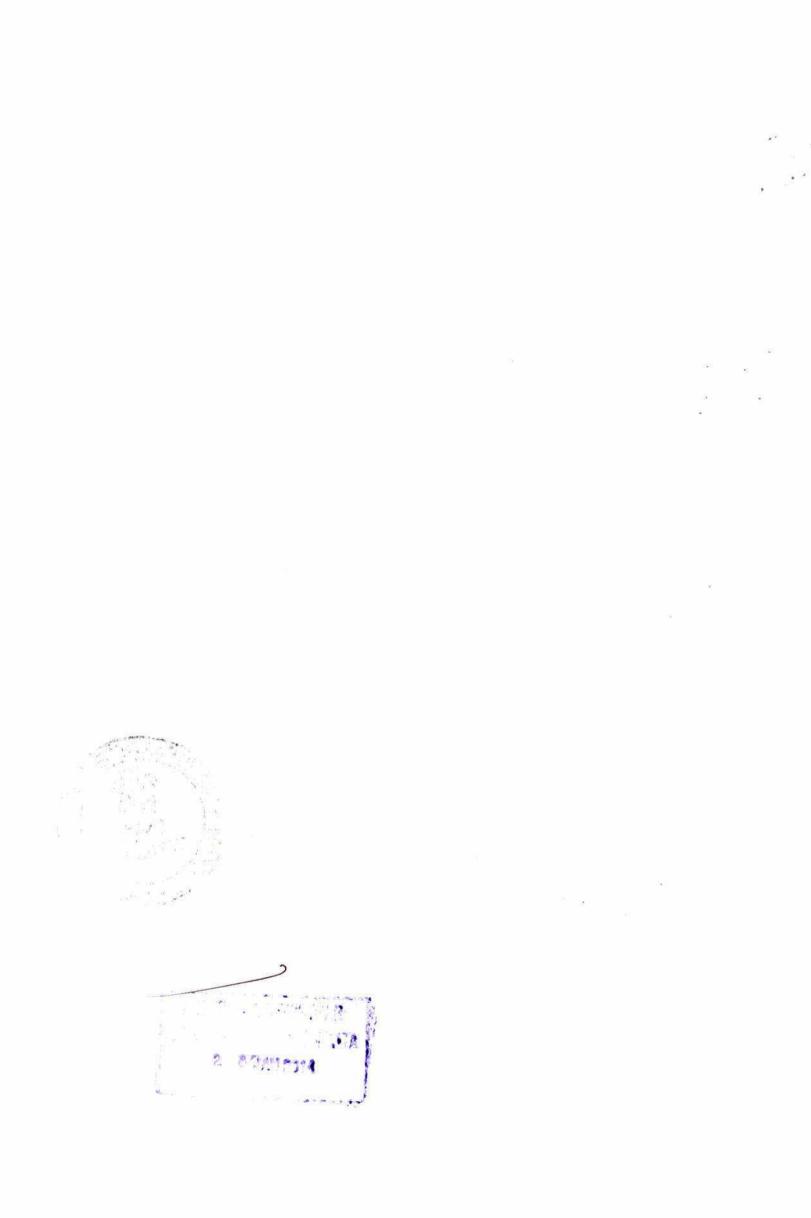
Witnesses:

Signature Mehenajum Nehan.

Name MASIR-HUSSAIN Name Mehenajum Nehan.

Father's Name MR, ABU-HASIM Father's Name Mohammad Munshi

Address A-128, NGHRU-VIHAR Address Raigachi Rajonhal
TIMARRIR, BUHI-SY. 24 Parganas.



# **Receipt And Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of Rs.1,90,000/- (Rupees one lac and ninety thousand) towards full and final payment of the Consideration for sale of the Said Property described in the 2<sup>nd</sup> Schedule above, in the following manner:

Mode	Date	Amount (Rs.)	Favouring
Cash	28.01.2014	65,000/-	Farhana Hussain
Cash	28.01.2014	1,25,000/-	Md. Anisur Rahaman
233000	Total:	1,90,000/-	

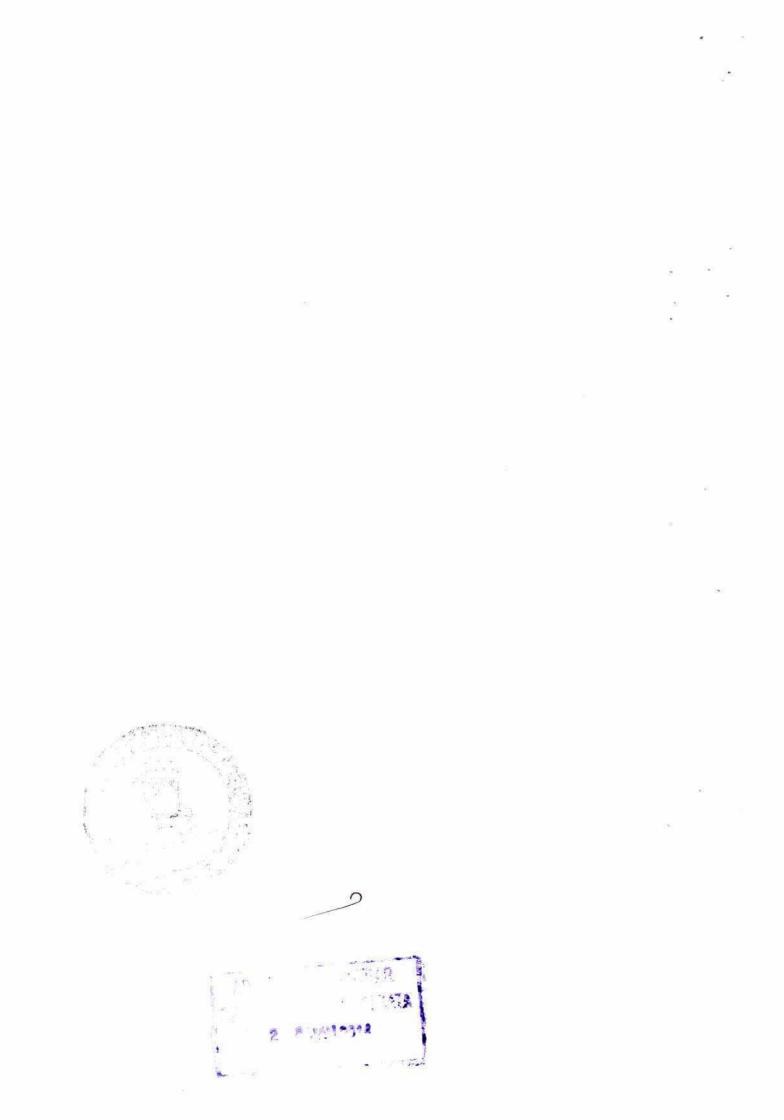
(Farhana Hussain)

[Vendors]

Witnesses:

Signature Moharagem Nehar.

Name MASIR-HUSSAIN Name Moharagem Nehar.



SITE PLAN OF R.S./L.R. DAG NO 603, L.R. KHATIAN NO745, MOUZA - RAIGACHI
J.L. NO12, P.S RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.
BISHNUPUK I NO. GRAMI PANCHATET.
N TOTAL AREA OF DAG NO. 603 is 45 DECIMAL
TOTAL AREA OF DAG NO. 603 IS 43 DECIMAL
N.T.S.
P. W. D. R O A D
P. W. DAG NO. 558
DAG 604 604 559
R.S. L NO. 607 NO. 607 NO. 607 NO. 607 NO. 607 NO. 607 NO. 607
R.S. DAG NO. 603
NO. 6 NO. 6 561
S S S S S S S S S S S S S S S S S S S
R.S. DAG NO. 602
PACIFY HIROSE PRIVATE LIMITED
Aniban Bhattachange
Mariand Signatory
Mg. Trusur Rahaman. Farhava Hussain
Farhava Hussain
NAME & SIGNATURE OF THE VENDOR/S:
LEGEND: DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 45 DECIMAL OF
R.S./L.R. DAG NO 603.

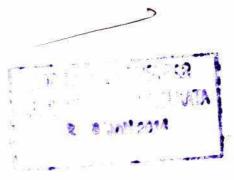
SHOWN THUS :-

2 8 TAN 2014

SITE PLAN OF R.S./L.R. DAG NO.- 606, L.R. KHATIAN NO.-745, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET. TOTAL AREA OF DAG NO. 606 is 4 DECIMAL N.T.S. ROAD p. W. D. NC R.S. DAG NO. 606 DAG R.S. DAG NO. 603 PACIFY HIRISE PRIVATE LIMITED mban Bhattach Mel. Anisur Rahaman. Authorised Signatory LEGEND: 0.0168 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 4 DECIMAL OF R.S./L.R. DAG NO.- 606.

SHOWN THUS:-



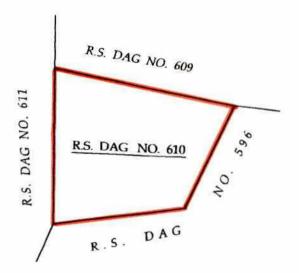


PLAN-C

SITE PLAN OF R.S./L.R. DAG NO.- 610, L.R. KHATIAN NO.-745, MOUZA - RAIGACHI, I.L. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

N.T.S.

TOTAL AREA OF DAG NO. 610 is 2 DECIMAL



Md. Anisur Rahaman. Varhance Hussain

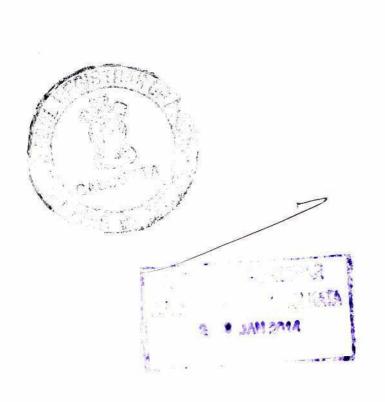
PACIFY HIRISE PRIVATE LIMITED Avidon Bhottachory , /Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S:

LEGEND: DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 2 DECIMAL OF

R.S./L.R. DAG NO.- 610.

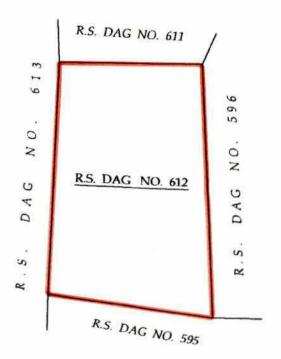
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SITE PLAN OF R.S./L.R. DAG NO.- 612, L.R. KHATIAN NO.-745, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.



TOTAL AREA OF DAG NO. 612 is 3 DECIMAL



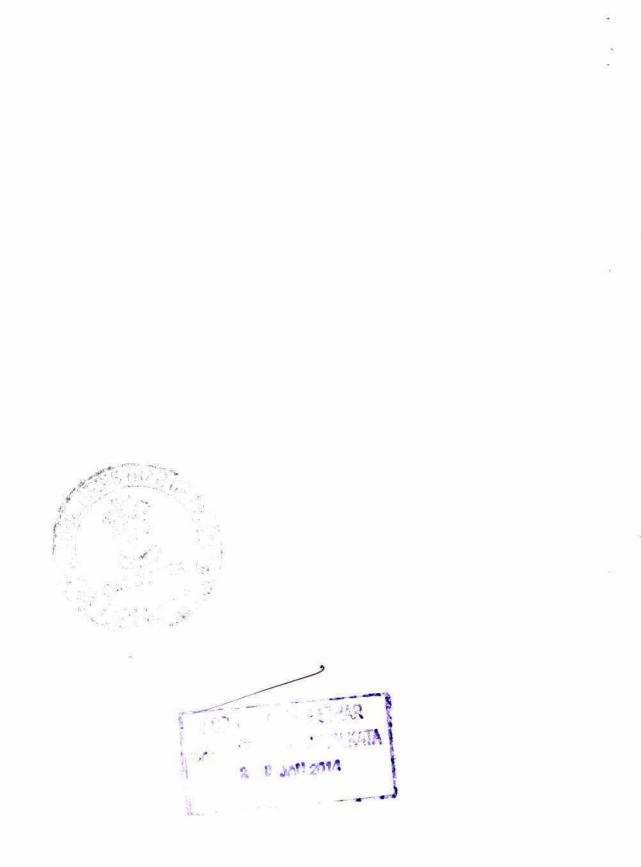
Mel. Thisur Rahaman. Farhama Hussain

PACIFY HIRISE PRIVATE LIMITED Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S:

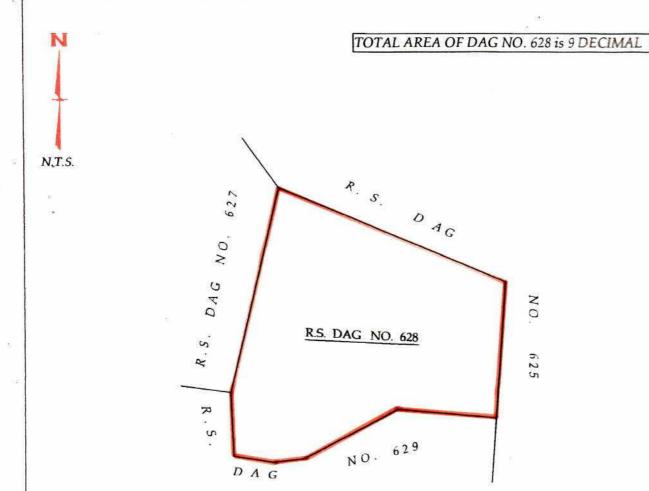
LEGEND: DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 3 DECIMAL OF R.S./L.R. DAG NO.- 612.

SHOWN THUS:-



PLAN-E

SITE PLAN OF R.S./L.R. DAG NO.- 628, L.R. KHATIAN NO.-745, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.



Mel. Anisur Rahaman. Parhana Hussain PACIFY HIRISE PRIVATE LIMITED

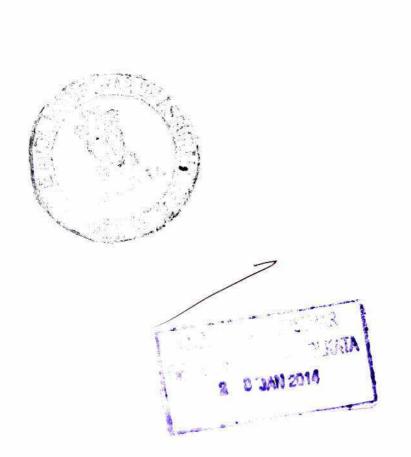
Andronised Signato :

NAME & SIGNATURE OF THE VENDOR/S:

0.2061

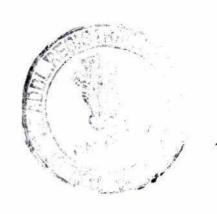
LEGEND: DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 9 DECIMAL OF R.S./L.R. DAG NO.- 628.

SHOWN THUS:-



## SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
	<b>**</b>	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Shortograf				**************************************	
		Thumb	Fore	Middle (Right	Ring Hand)	Little
*						
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Hd. Frisur Rahaman.					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
N		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Farhana					
	HUSSON	Thumb	Fore	Middle (Right	Ring Hand)	Little





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Dated this 28 day of January, 2014

## Between

Md. Anisur Rahaman & Anr. ... Vendors

And

Pacify Hirise Private Limited ... Purchaser

## CONVEYANCE

0.4242 (zero point four two four two) decimal Portions of R.S./L.R. Dag Nos.603, 606, 610, 612 & 628 Mouza Raigachi Police Station Rajarhat District North 24 Parganas

Saha & Ray

Advocates 3A/1, 3<sup>rd</sup> floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700001



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

Registered in Book - I CD Volume number 6 Page from 1165 to 1188 being No 01204 for the year 2014.



(Dulal chandraSaha) 01-February-2014 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal