

Acinban Bhattachays

PACIFY HIRISE PRIVATE LIMITED
Himban Bhattachary

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Latifa Ghatun Bibl

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Chantal gelar

Shaek Jaman Jsaac Slo- Shaek Mahammad Ali R13/2/R Mirpera, Po- Baidyabati Dist- Hooght. Pus- 712222 Business NAME ADD.

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Government Of West Bengal Office Of the A.R.A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number : I - 00548 of 2014 (Serial No. 00334 of 2014 and Query No. 1902L000000860 of 2014)

On 10/01/2014

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

Presented for registration at 20.35 hrs on :10/01/2014, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 10/01/2014 by

- Latifa Khatun Bibi, wife of Ahasan Khandaker, Beraliya, Balarampur, Mallikpur, Kol, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700144, By Caste Muslim, By Profession: Others
- 2. Piroja Khatun Bibi Alias Firoja, wife of Mohammad Ali , 213/2/ E, Mirpara, Kajipara, Thana:-Serampur, P.O. :-Baidyabati, District:-Hooghly, WEST BENGAL, India, Pin :-712222, By Caste Muslim, By Profession : Others
- Hamidul Islam Alias Hamedul Islam, son of Ramjan Ali Sekh, Fatepur Masjidpara, Bhagirathpur, Thana:-Domkol, District:-Murshidabad, WEST BENGAL, India, Pin :-742303, By Caste Muslim, By Profession: Others
- Rabiul Islam Alias Rabiula Islam Sekh, son of Hamidul Islam , Paltapara , Shyamnagar, Thana:-Jagaddal, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession: Others
- 5. Sabiul Islam, son of Hamidul Islam, Fatepur Masjidpara, Bhagirathpur, Thana:-Domkol, District:-Murshidabad, WEST BENGAL, India, , 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 Shaik Iaman Isaac, son of Shaik M Ali, 213/2/ E, Mirpara, P.O.:-Baidyabati, District:-Hooghly, WEST BENGAL, India, Pin:-712222, By Caste: Muslim, By Profession: Business.

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

On 11/01/2014

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.-7.08.793/-

Certified that the required stamp duty of Impresive Rs.- 10/-

Certified that the required stamp duty of document is Rs. 35460 /- and the Stamp duty paid as:

(Dula! chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

16/01/2014 16:54:00

EndorsementPage 1 of 2

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

Endorsement For Deed Number : I - 00548 of 2014 (Serial No. 00334 of 2014 and Query No. 1902L000000860 of 2014)

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

On 16/01/2014

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

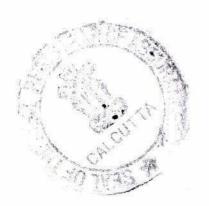
Rs. 7886/- is paid, by the draft number 293454, Draft Date 14/01/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 16/01/2014

(Under Article: A(1) = 7788/, E = 14/, I = 55/, M(a) = 25/, M(b) = 4/ on 16/01/2014)

Deficit stamp duty

Deficit stamp duty Rs. 35460/- is paid, by the draft number 293453, Draft Date 14/01/2014, Bank: State Bank of India, DALHOUSIE SQUARE, received on 16/01/2014

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



(Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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- 3.1 Latifa Khatun Bibi, wife of Ahasan Khandaker, residing at Beraliya, Balarampur, Mallikpur, Kolkata-700144, Police Station Baruipur (PAN-BOMPB5891P)
- 3.2 Piroja Khatun Bibi alias Firoja, wife of Mohammad Ali, residing at 213/2/E, Mirpara, Kajipara, Post Office Baidyabati, PIN 712222, Police Station Serampore, District Hooghly
- 3.3 Hamidul Islam alias Hamedul Islam alias Hamedula Islam Sekh, son of Ramjan Ali Sekh, residing at Fatepur Masjidpara, Bhagirathpur, Murshidabad-742303, Police Station Domkal
- 3.4 Rabiul Islam alias Rabiula Islam Sekh, son of Hamidul Islam alias Hamedul Islam alias Hamedula Islam Sekh, residing at Village Paltapara, Shyamnagar, District North 24 Parganas, Police Station Jagaddal (PAN ABZPI9355E)
- 3.5 Sabiul Islam, son of Hamidul Islam alias Hamedul Islam alias Hamedula Islam Sekh, residing at Fatepur Masjidpara, Bhagirathpur, Murshidabad-742303, Police Station Domkal (PAN ABDPI3919E)

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

And

3.6 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
- 4.1 **Said Property:** (1) Land classified as sali (agricultural) measuring 0.9396 (zero point nine three nine six) decimal, more or less equivalent to 9 (nine) chittack and 4 (four) square feet, more or less [out of 4 (four) decimal equivalent to 2 (two) cottah 6 (six) chittack and 32 (thirty two) square feet, more or less], being a portion of R.S./L.R. Dag No.606, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in **Part I** of the **1st Schedule** below and the

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said R.S./L.R. Dag No.606 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 0.0162 (zero point zero one six two) decimal equivalent to 7.056 (seven point zero five six) square feet, more or less [out of 2 (two) decimal equivalent to I (one) cottah 3 (three) chittack and 16 (sixteen) square feet, more or less, being a portion of R.S./L.R. Dag No.610, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in Part II of the 1st Schedule below and the said R.S./L.R. Dag No.610 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 0.0243 (zero point zero two four three) decimal equivalent to 10.58 (ten point five eight) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 2 (two) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in Part III of the 1st Schedule below and the said R.S./L.R. Dag No.612 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 0.0729 (zero point zero seven two nine) decimal equivalent to 19 (nineteen) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5 (five) square feet, more or less], being a portion of R.S./L.R. Dag No.628, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in **Part IV** of the 1st **Schedule** below and the said R.S./L.R. Dag No.628 is delineated and demarcated on Plan D annexed hereto and bordered in colour **Red** thereon (**Fourth Land**), the First Land, the Second Land, the Third Land and the Fourth land are more fully and collectively described in the 2nd 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:
- Ownership of Latifa's Land: Latifa Khatun Bibi is the sole owner of (1) land classified as sali (agricultural) measuring 0.4752 (zero point four seven five two) 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 (Latifa's First Land) And (2) land classified as sali (agricultural) measuring 0.0054 (zero point zero zero five four) 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 (Latifa's Second Land) And (3) land classified as sali (agricultural) measuring 0.0081 (zero point zero zero eight one) 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 (Latifa's Third Land) And (4) land classified as sali (agricultural) measuring 0.0243 (zero point zero two four three) 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 (Latifa's Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Latifa's

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- **Fourth Land**). Latifa's First Land, Latifa's Second Land, Latifa's Third Land and Latifa's Fourth Land are collectively defined as **Latifa's Land**.
- 5.1.2 Mutation: Latifa Khatun Bibi (the Vendor No.3.1 herein) got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. Khatian No.1239/1, in respect of Latifa's Land.
- Ownership of Piroja's Land: Piroja Khatun Bibi is the sole owner of (1) land classified as sali (agricultural) measuring 0.4624 (zero point four six two four) 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 (Piroja's First Land) And (2) land classified as sali (agricultural) measuring 0.0054 (zero point zero zero five four) 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 (Piroja's Second Land) And (3) land classified as sali (agricultural) measuring 0.0081 (zero point zero zero eight one) 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 (Piroja's Third Land) And (4) land classified as sali (agricultural) measuring 0.0243 (zero point zero two four three) 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 (Piroja's Fourth Land). Piroja's First Land, Piroja's Second Land, Piroja's Third Land and Piroja's Fourth Land are collectively defined as Piroja's Land.
- 5.1.4 Mutation: Piroja Khatun Bibi (the Vendor No.3.2 herein) got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. Khatian No.767/2, in respect of Piroja's Land.
- 5.1.5 Ownership of Safia's Land: Safia Khatun Bibi was the sole owner of (1) land classified as sali (agricultural) measuring 0.0020 (zero point zero zero two zero) 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 (Safia's First Land) And (2) land classified as sali (agricultural) measuring 0.0054 (zero point zero zero five four) 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 (Safia's Second Land) And (3) land classified as sali (agricultural) measuring 0.0081 (zero point zero zero eight one) 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 (Safia's Third Land) And (4) land classified as sali (agricultural) measuring 0.0243 (zero point zero two four three) 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 (Safia's Fourth Land). Safia's First Land, Safia's Second Land, Safia's Third Land and Safia's Fourth Land are collectively defined as Safia's Land.
- 5.1.6 Mutation: Safia Khatun Bibi got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. Khatian No.1330/1, in respect of Safia's Land.
- 5.1.7 **Demise of Safia Khatun Bibi:** Safia Khatun Bibi, a Muslim governed by the *Sunni* School of Mohammedan Law, died *intestate*, leaving behind her surviving her husband, Hamidul Islam *alias* Hamedul Islam *alias* Hamedula Islam Sekh (the Vendor No. 3.3 herein) and her 2 (two) sons, namely, (1) Rabiul Islam *alias* Rabiula Islam Sekh (the Vendor No. 3.4 herein) and (2) Sabiul Islam (the Vendor No. 3.5 herein) (collectively **Legal Heirs Of Safia**), as her only legal heirs, who jointly inherited the right, title and

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- interest of Late Safia Khatun Bibi in Safia's Land, each having diverse shares and/or interest therein.
- 5.1.8 **Absolute Ownership of Vendors:** In the abovementioned circumstances, the Vendors have become the joint and absolute owners of Latifa's Land, Piroja's Land and Safia's Land being collectively defined as the Said Property in Clause 4.1 above, each having diverse shares and/or interest therein.
- 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.

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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.

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.

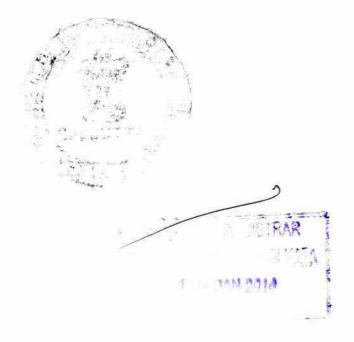
7. Transfer

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, morefully described in the 2nd Schedule below, being (1) land classified as sali (agricultural) measuring 0.9396 (zero point nine three nine six) decimal, more or less equivalent to 9 (nine) chittack and 4 (four) square feet, more or less [out of 4 (four) decimal equivalent to 2 (two) cottah 6 (six) chittack and 32 (thirty two) square feet, more or less], being a portion of R.S./L.R. Dag No.606, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in Part I of the 1st **Schedule** below and the said R.S./L.R. Dag No.606 is delineated and demarcated on Plan A annexed hereto and bordered in colour Red thereon And (2) land classified as sali (agricultural) measuring 0.0162 (zero point zero one six two) decimal equivalent to 7.056 (seven point zero five six) square feet, more or less [out of 2 (two) decimal equivalent to 1 (one) cottah 3 (three) chittack and 16 (sixteen) square feet, more or less], being a portion of R.S./L.R. Dag No.610, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in Part II of the 1st Schedule below and the said R.S./L.R. Dag No.610 is delineated and demarcated on Plan B annexed hereto and bordered in colour Red thereon And (3) land classified as sali (agricultural) measuring 0.0243 (zero point zero two four three) decimal equivalent to 10.58 (ten point five eight) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 2 (two) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in Part III of the 1st Schedule below and the said R.S./L.R. Dag No.612 is delineated and demarcated on Plan C annexed hereto and bordered in colour Red thereon **And (4)** land classified as sali (agricultural) measuring 0.0729 (zero point zero seven two nine) decimal equivalent to 19 (nineteen) square feet, more or less [out of 9

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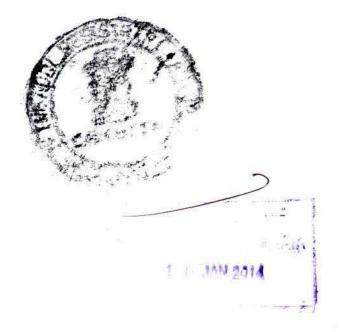
(nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5 (five) square feet, more or less], being a portion of R.S./L.R. Dag No.628, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in **Part IV** of the **1st Schedule** below and the said R.S./L.R. Dag No.628 is delineated and demarcated on **Plan D** 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.3,56,755/- (Rupees three lac fifty six thousand seven hundred and fifty five) 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 covenants 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 Purchaser 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.

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- 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.
- 8.3 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 Dags (from which the Said Property has been carved out) is land-locked and do 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 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.

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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 0.9396 (zero point nine three nine six) decimal, more or less equivalent to 9 (nine) chittack and 4 (four) square feet, more or less fout of 4 (four) decimal equivalent to 2 (two) cottah 6 (six) chittack and 32 (thirty two) square feet, more or less], being a portion of R.S./L.R. Dag No.606, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said R.S./L.R. Dag No.606 is delineated and demarcated on Plan A annexed hereto and bordered in colour Red thereon 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 On the South By land belonging to R.S./L.R. Dag No.603 On the West By land belonging to R.S./L.R. Dag No.607

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 0.0162 (zero point zero one six two) decimal equivalent to 7.056 (seven point zero five six) square feet, more or less [out of 2 (two) decimal equivalent to 1 (one) cottah 3 (three) chittack and 16 (sixteen) square feet, more or less], being a portion of R.S./L.R. Dag No.610, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said R.S./L.R. Dag No.610 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 land belonging to R.S./L.R. Dag No.609

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

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

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

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 Second Land and appurtenances and inheritances for access and user thereof.

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Part III (Third Land)

Land classified as sali (agricultural) measuring 0.0243 (zero point zero two four three) decimal equivalent to 10.58 (ten point five eight) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 2 (two) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said R.S./L.R. Dag No.612 is delineated and demarcated on Plan C 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 On the East 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 On the West By land belonging to R.S./L.R, Dag No. 613

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 Third Land and appurtenances and inheritances for access and user thereof.

Part IV (Fourth Land)

Land classified as sali (agricultural) measuring 0.0729 (zero point zero seven two nine) decimal equivalent to 19 (nineteen) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5 (five) square feet, more or less], being a portion of R.S./L.R. Dag No.628, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said R.S./L.R. Dag No.628 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.625 On the East By land belonging to R.S./L.R. Dag No.625 On the South By land belonging to R.S./L.R. Dag No.629 On the West Partly by land belonging to R.S./L.R. Dag No.629 and

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 Fourth Land and appurtenances and inheritances for access and user thereof.

partly by land belonging to R.S./L.R. Dag No.627 (part)



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

Land classified as sali (agricultural) measuring 0.9396 (zero point nine three nine six) decimal, more or less equivalent to 9 (nine) chittack and 4 (four) square feet, more or less [out of 4 (four) decimal equivalent to 2 (two) cottah 6 (six) chittack and 32 (thirty two) square feet, more or less], being a portion of R.S./L.R. Dag No.606, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in **Part I** of the **1st Schedule** above

Land classified as *sali* (agricultural) measuring 0.0162 (zero point zero one six two) decimal equivalent to 7.056 (seven point zero five six) square feet, more or less [out of 2 (two) decimal equivalent to 1 (one) *cottah* 3 (three) *chittack* and 16 (sixteen) square feet, more or less], being a portion of R.S./L.R. *Dag* No.610, recorded in L.R. *Khatian* Nos.767/2, 1239/1 and 1330/1, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in **Part II** of the **1st Schedule** above

Land classified as sali (agricultural) measuring 0.0243 (zero point zero two four three) decimal equivalent to 10.58 (ten point five eight) square feet, more or less [out of 3 (three) decimal equivalent to 1 (one) cottah 13 (thirteen) chittack and 2 (two) square feet, more or less], being a portion of R.S./L.R. Dag No.612, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in **Part III** of the **1st Schedule** above

Land classified as sali (agricultural) measuring 0.0729 (zero point zero seven two nine) decimal equivalent to 19 (nineteen) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack and 5 (five) square feet, more or less], being a portion of R.S./L.R. Dag No.628, recorded in L.R. Khatian Nos.767/2, 1239/1 and 1330/1, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, more fully described in **Part IV** 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:

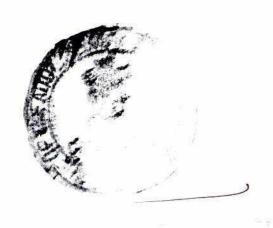
Mouza	R.S./ L.R. Dag No.	L.R. Khatian Nos.	Nature of Land	Total Area of Dag (in Decimal)	Total Area sold (in Decimal)	Names of the Recorded Owners
Raigachi	606	767/2, 1239/1 and 1330/1	Sali .	4 .	0.9396	Latifa Khatun Bibi, Piroja Khatun Bibi and Safia Khatun Bibi

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		To	otal Area of	Land Sold:	1.0530	
Raigachi	628	767/2, 1239/1 and 1330/1	Sali	9	0.0729	Latifa Khatun Bibi, Piroja Khatun Bibi and Safia Khatun Bibi
Raigachi	612	767/2, 1239/1 and 1330/1	Sali	3	0.0243	Latifa Khatun Bibi, Piroja Khatun Bibi and Safia Khatun Bibi
Raigachi	610	767/2, 1239/1 and 1330/1	Sali	2	0.0162	Latifa Khatun Bibi, Piroja Khatun Bibi and Safia Khatun Bibi

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9.	Execution	and	Delivery

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

(Latifa Khatun Bibi)	(Piroja Khatun Bibi ahas Firoja)
Latifa Shalan Bili	Fiscoga Khatun

Hamidul Islam alias Hamedul Islam alias Hamedula Islam Sekh)

Sabiul Islam

[Vendors]

Pacify Hirise Private Limited

Bhattachaga (Authorized Signatory) [Purchaser]

Drafted by:

Susanta Bhattacharya, Advocate

Witnesses:

Signature Shair Jamon Isaac

Signature Md. Somel Khandaker

Name: SHAIR LAMAN ISAAC

Name: MD. SOHEL KHANDAKER
Later Ahasan Khandaker

Father's Name: Shalk Mohammed Ali

Address: 213/2/18 MirPara.

Address: Barnipar, Subuddhipur Netasipaly (meralia Sonta)

Pro-Baily about, oust- Hoo ghto:

Dm - 712222



Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.3,56,755/- (Rupees three lac fifty six thousand seven hundred and fifty five) towards full and final payment of the consideration for sale of the Said Property described in the 2nd Schedule above, in the following manner:

Favouring	Amount (Rs.)	Date	Mode
Piroja Khatun Bibi alias Firoja	1,69,467/-	10.01.2014	Cash
Latifa Khatun Bibi	1,73,803/-	10.01.2014	Cash
Hamidul Islam <i>alias</i> Hamedul Islam <i>alias</i> Hamedula Islam Sekh	4,495/-	10.01.2014	Cash
Rabiul Islam <i>alias</i> Rabiula Islam Sekh	4,495/-	10.01.2014	Cash
Sabiul Islam	4,495/-	10.01.2014	Cash
	3,56,755/-	Total:	

Everja Khatun (Piroja Khatun Bibi alias Firoja)

Hamidul Islam alias Hamedul Islam alias Hamedula Islam Sekh)

(Rabiul Islam alias Rabiula Islam Sekh)

Sabiul Islam

[Vendors]

Witnesses:

Signature Shalik Jamen Isaac Signature Md. Sonol Khandower

Name SHAIR LAMAN ISARC Name MD. SCHEL ACHANDALER.



PLAN- 'A' SITE PLAN OF R.S./L.R. DAG NO.- 606, L.R. KHATIAN NO.- 767/2, 1239/1 & 1330/1, 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. R O A D P. W. D. R.S. DAG NO. 606 R.S. DAG NO. 603 Latifa Khalina Bilié Fitoga Khalun. Nan Inl Islam Anvilon Bhottachage Director/Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S:

LEGEND: 0.9396 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 4 DECIMAL OF R.S./L.R. DAG NO.- 606.

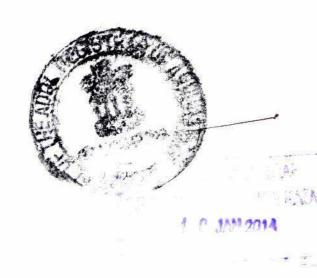
SHOWN THUS :-

PLAN B' SITE PLAN OF R.S./L.R. DAG NO.- 610, L.R. KHATIAN NO.- 767/2, 1239/1 & 1330/1, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET. TOTAL AREA OF DAG NO. 610 is 2 DECIMAL N.T.S. R.S. DAG NO. 609 DAG NO. R.S. DAG NO. 610 S R.S. DAG Lalifa Lholun Bili ISOJA Khatun Mane Sal 38lu Rabiul Islam Sabiul Islam Annuan PhatTachaja Director/Authorised Signatury

NAME & SIGNATURE OF THE VENDOR/S:

LEGEND: 0.0162 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 2 DECIMAL OF R.S./L.R. DAG NO.- 610.

SHOWN THUS:-



SITE PLAN OF R.S./L.R. DAG NO.- 612, L.R. KHATIAN NO.-767/2, 1239/1 & 1330/1, 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 N.T.S. R.S. DAG NO. 611 0 2 R.S. DAG NO. 612 5 4 0 X Latifu thatien Bibi Firoza khatun Naval 98hin Rabiul Islam Sabiul Islam R.S. DAG NO. 595 PACIFY HIRISE PRIVATE LIMITED Director/Authorised Signatory NAME & SIGNATURE OF THE VENDOR/S: LEGEND: 0.0243 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 3 DECIMAL OF R.S./L.R. DAG NO.- 612.

SHOWN THUS:-

TO JAN 2014

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PLAN-'D' SITE PLAN OF R.S./L.R. DAG NO.- 628, L.R. KHATIAN NO.- 767/2, 1239/1 & 1330/1, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET. TOTAL AREA OF DAG NO. 628 is 9 DECIMAL N.T.S. R. S. D. A.G. R.S. DAG NO. 628 Latifathalun Bilis

Forga khat yn

Vamo al Blo

Rabiul Islam

Sobiw Isla NO. 629 PACIFY HIRISE PRIVATE LIMITED Annborn Bhattachage Director/Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S:

LEGEND: 0.0729 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 9 DECIMAL OF R.S./L.R. DAG NO.- 628.

SHOWN THUS :-



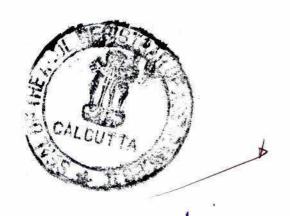
SPECIMEN FORM TEN FINGER PRINTS

SI. Signature of the executants and/or purchaser Presentants			F 2.		
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Latita Lhatur Bili	0	A CANCELLO		0	9
عمامك	Thumb	Fore	Middle (Right	Ring Hand)	Little
	Little	Ring	Middle (Left	Fore Hand)	Thumb
HIVOS Khater					
	Thumb	Fore	Middle (Right	Ring Hand)	Little



SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
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		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Rabiul Islam					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
Ģ						
	Maria I	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Sabiul Islam					
		Thumb	Fore	Middle (Right	Ring Hand)	Little



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Dated this 10 k day of January, 2014

Between

Latifa Khatun Bibi & Ors. ... Vendors

And

Pacify Hirise Pvt. Ltd. ... Purchaser

CONVEYANCE

1.0530 decimal
Portions of
R.S./L.R. Dag Nos.606,610,612 & 628
Monza Raigachi
Police Station Rajarhat
District North 21 Parganas

Saha & Ray

Advocates 3A/1, 3rd floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700091

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Certificate of Registration under section 60 and Rule 69.

Rogistered in Gook - I CD Volume number 3 Page from 2519 to 2543 Using No 00548 for the year 2014.

