03949/2014

RG/213

4058 2014



INDIA NON JUDICIAL

পশ্চিমৰ্জ্গ पश्चिम बंगाल WEST BENGAL

70AA 213862

Ma. 1551 4974





CONVEYANCE

March 2014

Place: Kolkata

Parties

In Slaver

Siddhoathe Brains

HONEYSUCKLE CONSTRUCTION PUT. LTO.

Street, Authorised Signatory.

e-2235

1 1 NOV 2013

SKNOOD Hom.

Sto You Such Odi

Rai galui

Ro+Ps' Rayanhar

K2 700135

Basuns



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

Endorsement For Deed Number: I - 04058 of 2014 (Serial No. 03949 of 2014 and Query No. 1902L000006920 of 2014)

On 29/03/2014

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

Presented for registration at 18.25 hrs on :29/03/2014, at the Private residence by Siddhartha Bhalotia , Claimant.

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

Execution is admitted on 29/03/2014 by

- 1. Sheikh Rofiqul Islam, son of Sheikh Amanullah , Kajjial Para, Rajarhat, Kol, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
- 2. Siddhartha Bhalotia

Authorised Signatory, Honeysuckle Construction Pvt Ltd, 27, Biplabi Trailakya Maharaj Sarani, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin:-700001. , By Profession : Others

Identified By Sk Noor Islam, son of -, Raigachi, Kol, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste: Muslim, By Profession: Business.

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

On 31/03/2014

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.-15,51,497/-

Certified that the required stamp duty of this document is Rs.- 77595 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

On 01/04/2014

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. 17159/- is paid , by India, DALHOUSIE SQ

draft number 295986, Draft Date 31/03/2014, Bank Name State Bank o RE, received on 01/04/2014

(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

01/04/2014 13:31:00

EndorsementPage 1 of 2

•

0

(%)



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

Endorsement For Deed Number: I - 04058 of 2014 (Serial No. 03949 of 2014 and Query No. 1902L000006920 of 2014)

(Under Article: A(1) = 17061/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 01/04/2014)

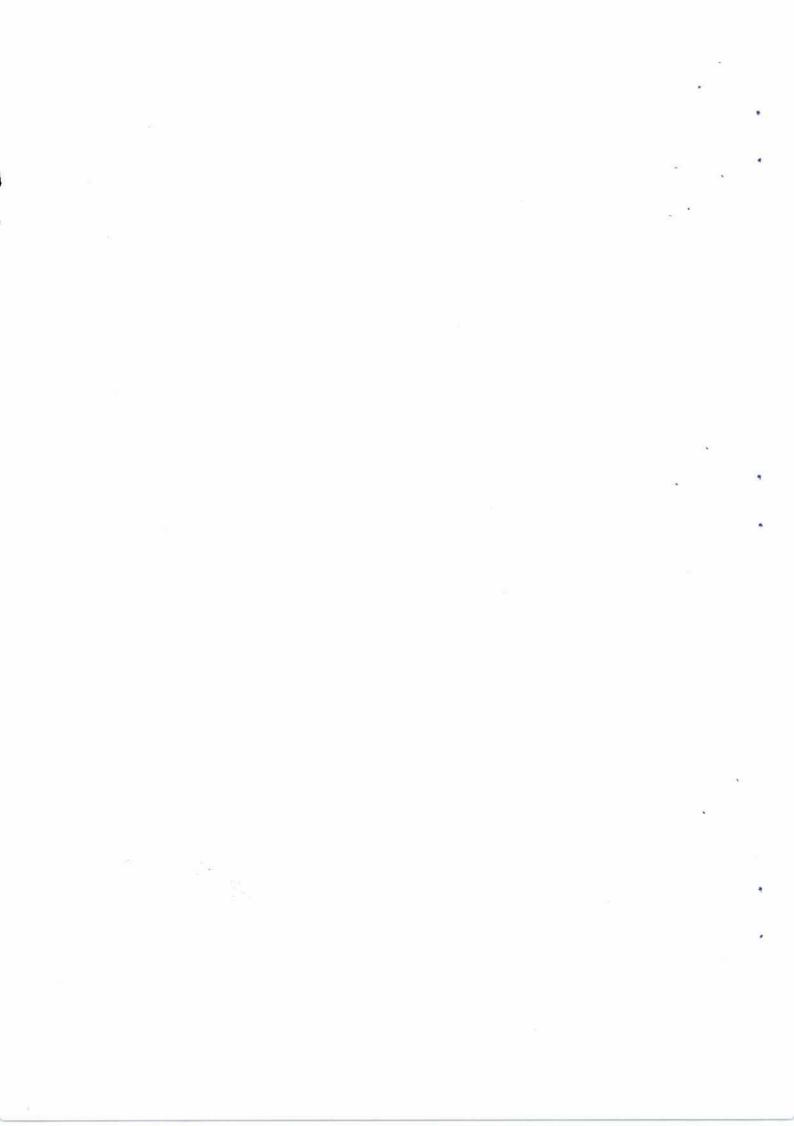
Deficit stamp duty

Deficit stamp duty Rs. 77595/- is paid , by the draft number 295985, Draft Date 31/03/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 01/04/2014

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

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2



3.1 **Sheikh Rofiqul Islam**, son of Sheikh Amanullah *alias* Sk. Amanulla, residing at Kajjial Para, Rajarhat, Police Station Rajarhat, Kolkata-700135, District North 24 Parganas (**PAN AAFP19839J**)

(Vendor, includes successors-in-interest)

And

3.2 Honeysuckle Construction Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 27, Biplabi Trailakya Maharaj Sarani, Kolkata-700001, Police Station Hare Street (PAN AADCH3177M), represented by its authorized signatory, Siddhartha Bhalotia, son of Ramgopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Burtolla

(Purchaser, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

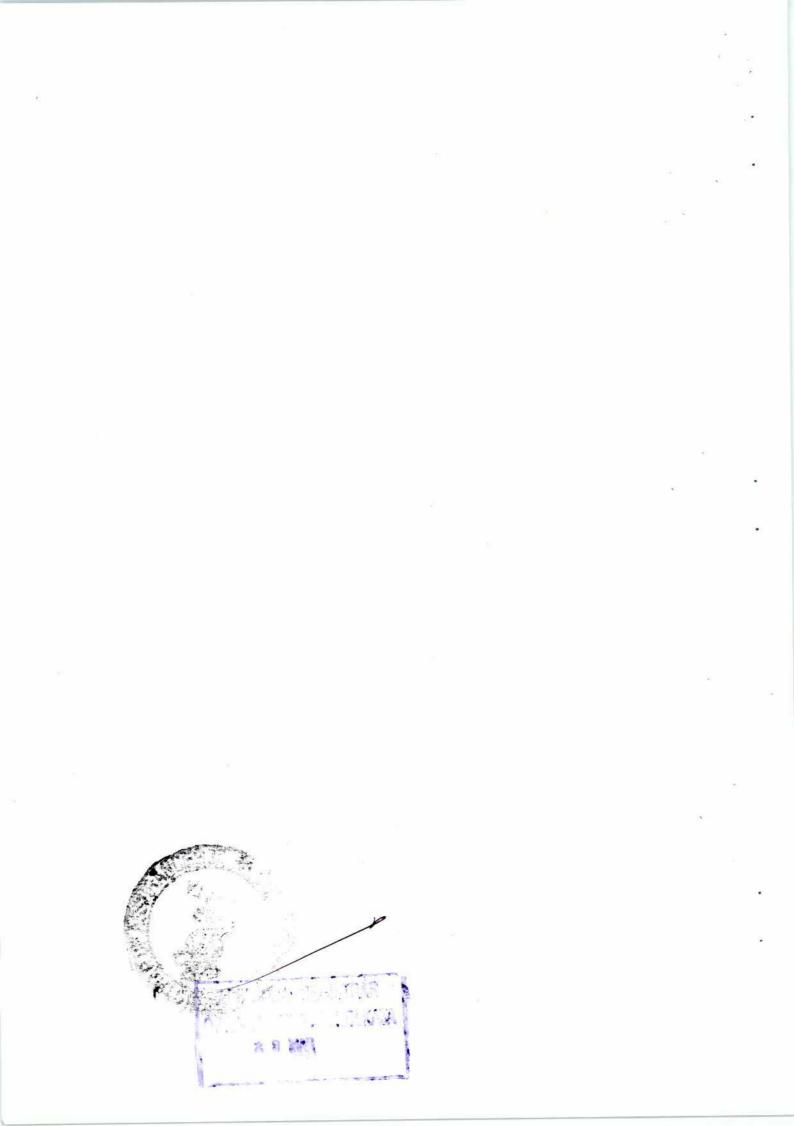
- 4. Subject Matter of Conveyance
- 4.1 **Said Property:** Land classified as *sahi* (agricultural) measuring 3.3333 (three point three three three three) decimal equivalent to 2 (two) *cottah* and 11.95 (eleven point nine five) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) *cottah* and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.646, recorded in L.R. *Khatian* No. 1371, *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 more fully described in the **Schedule** below and the said *Dag* No.646 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor 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 Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 Ownership of Mother Property: Sheikh Sahadat Hossain was the sole and absolute owner of inter alia land classified as sali (agricultural) measuring 10 (ten) decimal, more or less, comprised in R.S./L.R. Dag No.646, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Mother Property).
- 5.1.2 Sale of Mother Property: By a Deed of Sale in Bengali language (Kobala) dated 23rd April, 1959, registered in the Office of the Sub-Registrar, Cossipore, Dum Dum, in Book No. I, Volume No.41, at Pages 159 to 162, being Deed No.3265 for the year

In Same



- 1959, Sheikh Sahadat Hossain sold to Sakera Khatoon alias Sakeya Khatoon, inter alia the entirety of the Mother Property.
- -5.1.3 Mutation: Sakera Khatoon alias Sakeya Khatoon got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. Khatan No.1371, in respect of inter alia the entirety of the Mother Property.
- 5.1.4 **Gift of Mother Property:** By a Deed of Gift in Bengali language (*Daan Patra*) dated 17th September, 2007, registered in the Office of the District Sub-Registrar II, North 24 Parganas at Barasat, in Book No. I, CD Volume No.8, at Pages 14249 to 14259, being Deed No.07864 for the year 2008, Sakera Khatoon *alias* Sakeya Khatoon, out of her natural love and affection, gifted *inter alia* the entirety of the Mother Property to her 3 (three) sons, namely, (1) Sheikh Rofiqul Islam (the Vendor herein) (2) Sk. Mofijul Islam *alias* Mofijul Islam Sk. *alias* Sekh Mofijul Islam and (3) Seikh Nazrul Islam, each having 1/3rd (one third) share and/or interest therein.
- 5.1.5 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the 1/3rd (one third) share and/or interest in the Mother Property which is defined as the Said Property in Clause 4.1 above and the Said Property is the subject matter of this Conveyance.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances:
 The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares 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 Vendor does 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 Vendor: The Vendor has 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 Vendor has 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 Vendor.
- 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 Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

In Have.



- 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 Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor 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 Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

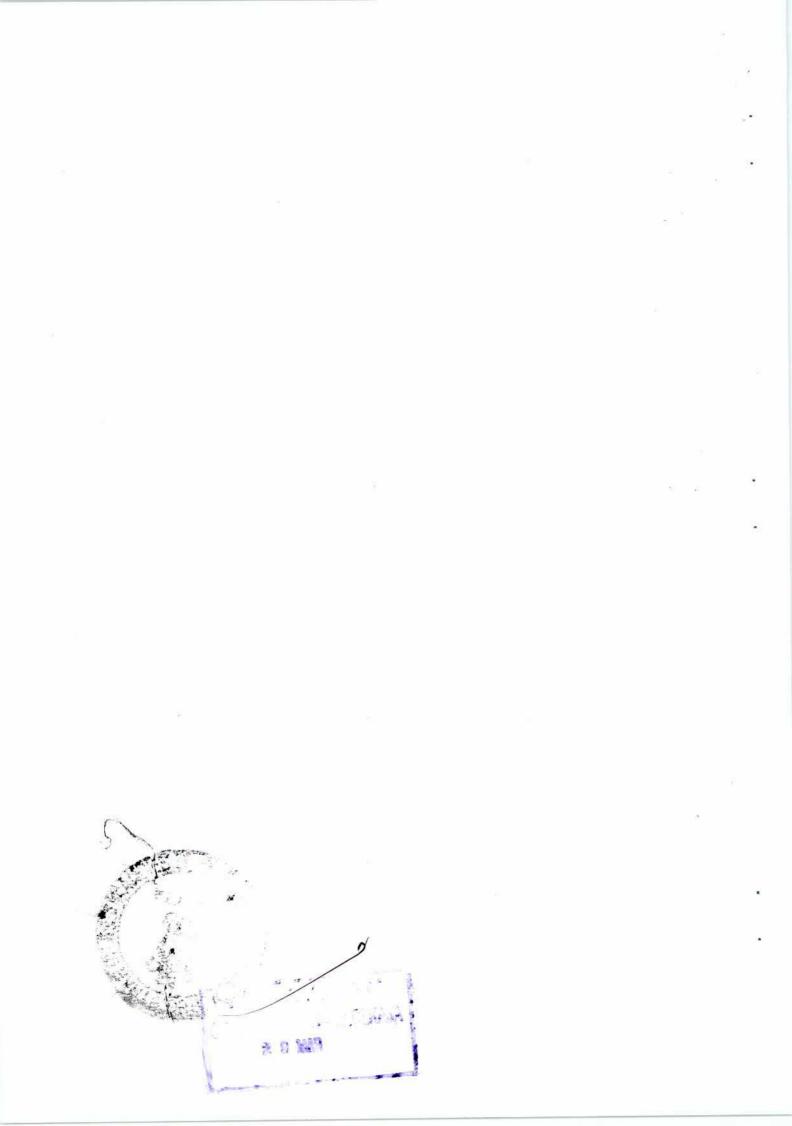
- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, 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 Ms. Vinita Jain: Ms. Vinita Jain of 99A, Park Street, Kolkata-700016 has agreement and possessory right over the Said Property and the Purchaser agrees to settle all rights/claims of Ms. Vinita Jain at own cost and responsibility and confirms and assures that the Vendor shall have no responsibility or obligation in this regard.

7. Transfer

- 7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the Schedule below i.e. land classified as sali (agricultural) measuring 3.3333 (three point three three three) decimal equivalent to 2 (two) cottah and 11.95 (eleven point nine five) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) cottah and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.646, recorded in L.R. Khatian No. 1371, 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 more fully described in the Schedule below and the said Dag No.646 is delineated on Plan 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 Vendor 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.15,00,000/- (Rupees fifteen lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

- 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 Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has 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 Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor 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 Vendor 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.
- 8.3 **Delivery of Possession:** The Vendor has 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 Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants 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

In Down



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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor 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 Vendor, the Vendor 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 Vendor hereby expressly waives, surrenders and give up each and every one of the aforesaid rights.

- 8.6 No Objection to Mutation: The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is 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 Vendor hereby expressly (a) consents 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) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes 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 Vendor undertakes 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 Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, 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.

Schedule (Said Property)

Land classified as sali (agricultural) measuring 3.3333 (three point three three three) decimal equivalent to 2 (two) cottah and 11.95 (eleven point nine five) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) cottah and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.646, recorded in L.R. Khatian No. 1371, 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.646

de House



is delineated and demarcated on the **Plan** 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.645

On the East

By land belonging to R.S./L.R. Dag No.647

On the South: By land belonging to R.S./L.R. Dag Nos.653 and 654

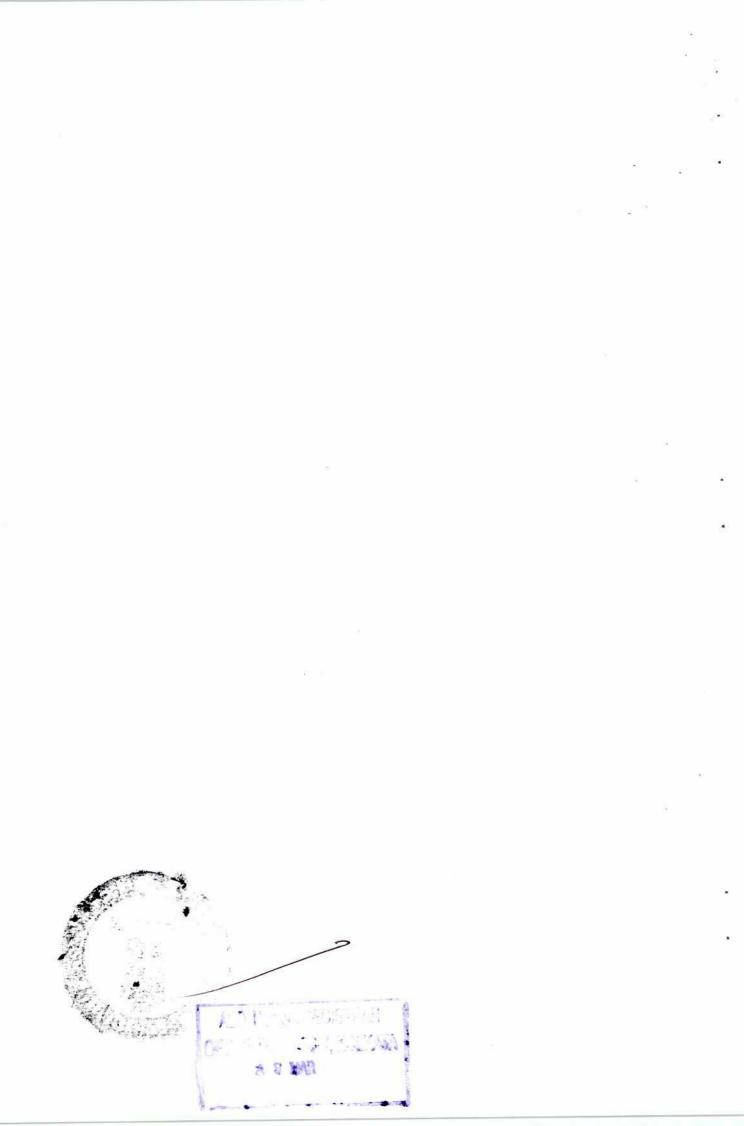
On the West: By land belonging to R.S./L.R. Dag No.1048

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor 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 No.	Nature of Land	Total Area of Dag (In Decimal)	Total Area Sold (In Decimal)	Name of Recorded Owner
Raigachi	646	1371	Sali	10	3.3333	Sakera Khatoon alias Sakeya Khatoon
		Tota	l Area of I	and Sold:	3.3333	

fr. Some



Execution and D	elivery
-----------------------------------	---------

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

Sheikh Rofique Islam

[Vendor]

Honeysuckle Construction Private Limited

Authorized Signatory

Siddharthe Bhalko

[Purchaser]

Drafted by:

Susanta Bhattacharya, Advocate

Witnesses:

Signature SIL ALM Som · Signature Willa.

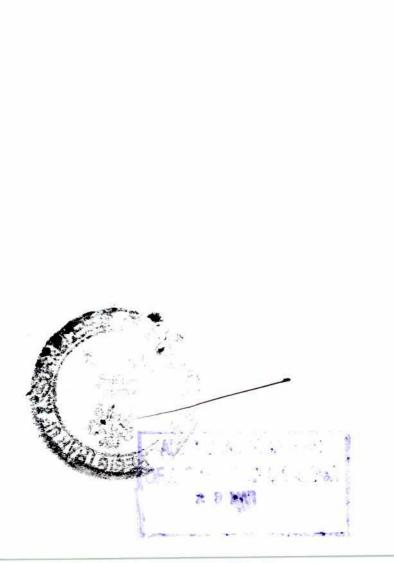
Name SK NOOR ISLAM Name MOHIUDDIN NOLLA

Father's Name Youse F Au Father's Name Chariudalin.

Address Rai Gachi Address Langul poole. Madiagun.

Poth Ragan hue Barns at Kaf. 700435

K2 700138



Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.15,00,000/-(Rupees fifteen lac) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount	Favouring
Pay Order No.17020	21.03.2014	ICICI Bank Branch: Portuguese Church Street	Rs.15,00,000/-	Sheikh Rofiqul Islam
		Total:	Rs.15,00,000/-	

Sheikh Rofiqul Islam

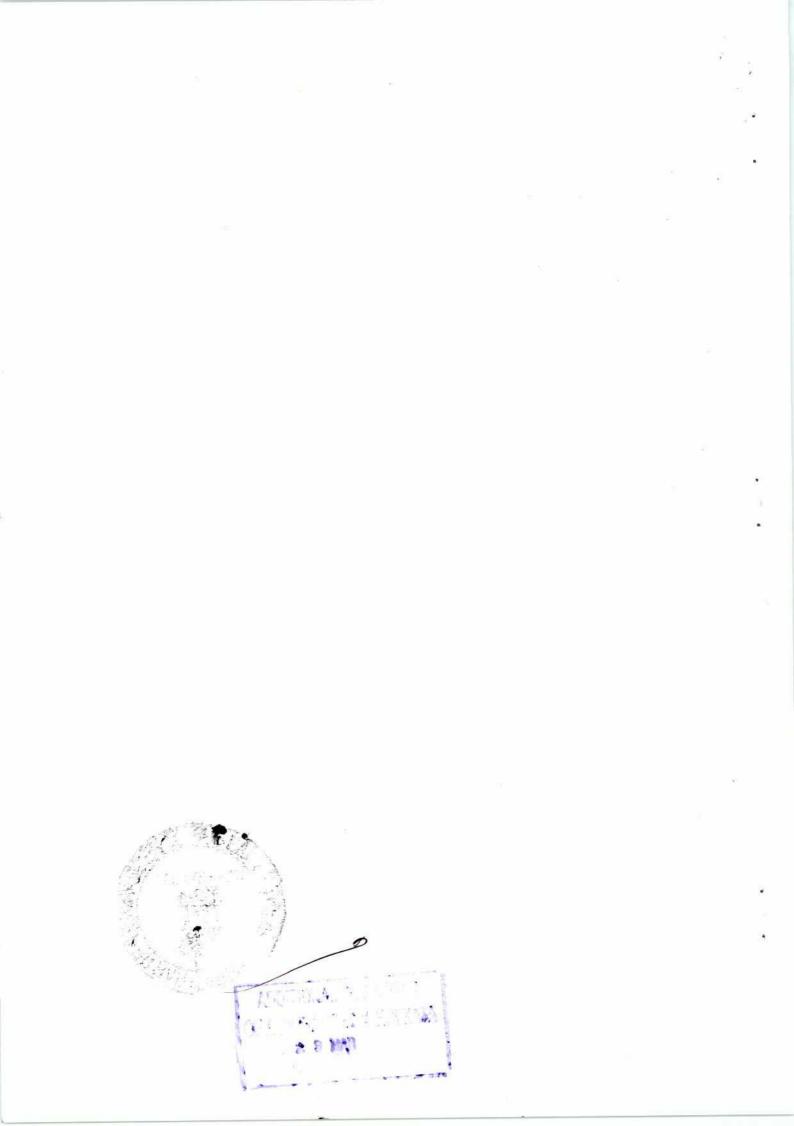
[Vendor]

Witnesses:

Signature____

Name SK YOOR ISL Mafne

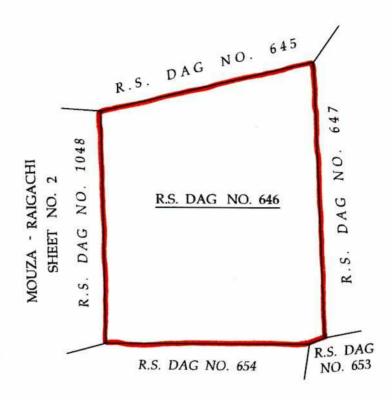
MO HUDDIN MOLLO



SITE PLAN OF R.S./L.R. DAG NO.- 646, L.R. KHATIAN NO.-1371, MOUZA- RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.



TOTAL AREA OF DAG NO. 646 is 10 DECIMAL



HONEYSUCKLE CONSTRUCTION PYT. LTD. Siddharthe Brache

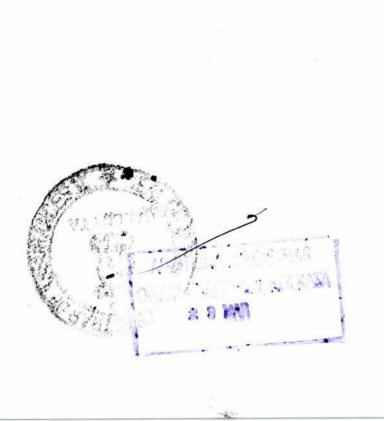
Directori Authorised Signatory.

on Dojigul Folam

NAME & SIGNATURE OF THE VENDOR/S:

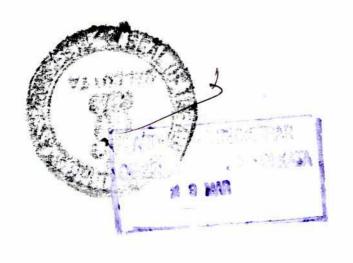
LEGEND: 3.3333 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 10 DECIMAL OF R.S./L.R. DAG NO.- 646.

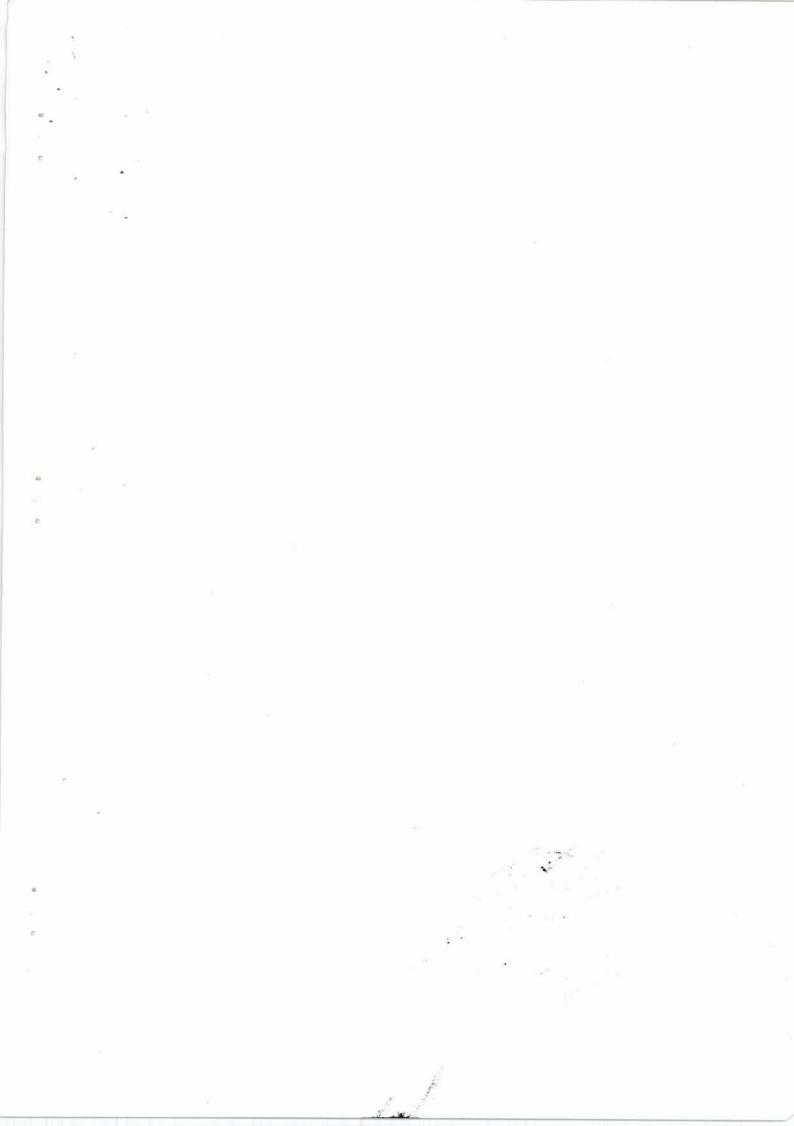
SHOWN THUS:-



SPECIMEN FORM TEN FINGER PRINTS

a -	SI. No.	Signature of the executants and/or purchaser Presentants					
e	×.						
			Little	Ring	Middle (Left	Fore Hand)	Thumb
	Sois	Idhartha Proents					
			Thumb	Fore	Middle (Right	Ring Hand)	Little
e c							
	1		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Poffqul					
			Thumb	Fore	Middle (Right	Ring Hand)	Little
	0	33F			, -3···	0	
			Little	Ring	Middle (Left	Fore Hand)	Thumb
						•	
			Thumb	Fore	Middle (Right	Ring Hand)	Little





Dated this 29 h day of March, 2014

Between

Sheikh Rofiqul Islam ... Vendor

And

Honeysuckle Construction Pvt. Ltd. ... Purchaser

CONVEYANCE

3.3333 (three point three three three) decimal
Portion of
R.S./L.R. Dag No.646
Mouza Raigachi
Police Station Rajarhat
District North 24 Parganas

Saha & Ray

Advocates 3A/1, 3rd 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 19 Page from 1349 to 1363 being No 04058 for the year 2014.



(Dulal chandraSalia) 02-April-2014 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal