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INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

56AA 384561

क्र 5438/12
NO 40, 36, 60 L



Additional Registrar of Assurances
Kolkata

CONVEYANCE

1. Date: 27th February 2012

2. Place: Kolkata

3. Parties

Sahidul Islam alias Shahidul Islam Mahammad, son of Golamrasul, residing at Village Raigachi Ghat, Munshi Para, Post Office Rajarhat, PIN-743510, Police Station Rajarhat, District North 24 Parganas
(Vendor, includes successors-in-interest)

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147663

SAHA & RAY
Advocates
3A/1, 3rd Floor, Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata - 700001.

Siddhant Prasad

Sent to.....
Address.....
21 FEB 2012
Value.....
L. S. V. High Court A.S.



FUJUM ENCLAVE PVT. LTD.

FREESIA VENTURES PRIVATE LIMITED

AMALTA REALTORS PRIVATE LIMITED

GOMPHRENA PROPERTIES PVT. LTD.

Siddhant Prasad
Authorized Signatory

FUJUM ENCLAVE PVT. LTD.

Siddhant Prasad
Director



Asst

- Md Sahidul Islam



Judikas Ari

Ramzan Ari

Raigachi

P.S. Rageshat

24 Parganas (n) Basime 58

And

- 3.2 **Amaltas Realtors Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AAKCA1626M**), represented by its authorized signatory Siddhartha Bhalotia, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Beadon Street, Kolkata-700006
- 3.3 **Gomphrena Properties Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AAECG5508L**), represented by its authorized signatory Siddhartha Bhalotia, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Beadon Street, Kolkata-700006
- 3.4 **Fujimum Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (**PAN AABCF8878R**), represented by its director Siddhartha Bhalotia, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Beadon Street, Kolkata-700006
- 3.5 **Freesia Ventures Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (**PAN AABCF8877A**), represented by its authorized signatory Siddhartha Bhalotia, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Beadon Street, Kolkata-700006
(collectively **Purchasers**, includes successors-in-interest)

Vendor and Purchasers, collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. **Subject Matter of Conveyance**

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 35.8320 (thirty five point eight three two zero) decimal equivalent to 21 (twenty one) *cottah* 10 (ten) *chittack* and 38.4 (thirty eight point four) square feet, more or less [out of 120 (one hundred and twenty) decimal equivalent to 3 (three) *bigha* 12 (twelve) *cottah* 9 (nine) *chittack* and 27 (twenty seven) square feet, more or less], comprised in R.S./L.R. *Dag* No. 630, recorded in L.R. *Khatian* No. 1360, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within Rajarhat-Bishnupur No. 1 *Gram Panchayat* (**RBGP No.1**), Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below and delineated 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 howsoever or whatsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

5. **Background, Representations, Warranties and Covenants**

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:



- 5.1.1 **Ownership of Vendor:** The Vendor is the recorded owner of the entirety of the Said Property.
- 5.1.2 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the entirety of the Said Property.
- 5.2 **Representations, Warranties and Covenants by Vendor:** The Vendor represents, warrants and covenants 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 Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling & 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 Purchasers.
- 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 whatsoever 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.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now 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, vestings, *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 Purchasers is that the Vendor shall sell the Said Property to the Purchasers, 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 Purchasers shall purchase the same from the Vendor.
- 6.2 **Surrender of Rights by Pioneer Prodev Private Limited:** 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 Purchasers. 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 Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, described in the **Schedule** below, being *sali* (agricultural) land measuring 35.8320 (thirty five point eight three two zero) decimal equivalent to 21 (twenty one) *cottah* 10 (ten) *chittack* and 38.4 (thirty eight point four) square feet, more or less [out of 120 (one hundred and twenty) decimal equivalent to 3 (three) *bigha* 12 (twelve) *cottah* 9 (nine) *chittack* and 27 (twenty seven) square feet, more or less], comprised in R.S./L.R. *Dag* No. 630, recorded in L.R. *Khatian* No. 1360, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easement, authorities, claims, demands, usufructs, 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.24,43,084/- (Rupees twenty four lac forty three thousand and eighty four) paid by the Purchasers 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*, *debentures*, 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:** 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 and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor, 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 Purchasers and/or the Purchasers' successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest by reason of the aforesaid.
- 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:** *has*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing and levies of or on the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendor, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and the Purchasers' 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 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 Purchasers, 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.
- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers 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 Purchasers in all respect to cause mutation of the Said Property in the names of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon





27 FEB 2012



every request and at the cost of the Purchasers and/or their successors-in-interest, 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)**

Sali (agricultural) land measuring 35.8320 (thirty five point eight three two zero) decimal equivalent to 21 (twenty one) *cottah* 10 (ten) *chittack* and 38.4 (thirty eight point four) square feet, more or less [out of 120 (one hundred and twenty) decimal equivalent to 3 (three) *bigha* 12 (twelve) *cottah* 9 (nine) *chittack* and 27 (twenty seven) square feet, more or less], comprised in R.S./L.R. *Dag* No. 630, recorded in L.R. *Khatian* No. 1360, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within Rajarhat-Bishnupur No. 1 *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North	:	By R.S./L.R. <i>Dag</i> Nos.595, 614 and 631
On the East	:	By R.S./L.R. <i>Dag</i> Nos.595, 631 and 632
On the South	:	By R.S./L.R. <i>Dag</i> Nos.640 and 641
On the West	:	By R.S./L.R. <i>Dag</i> Nos.615 and 629

Together with all title, benefits, easement, authorities, claims, demands, usufructs, 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.

9. Execution and Delivery

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


(**Sahidul Islam alias Shahidul Islam Mahammad**)
[Vendor]

Read over and explained the contents of this document by me to Sahidul Islam *alias* Shahidul Islam Mahammad in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

Signature Jubhikar Kh



27 FEB 2012

A handwritten black arrow originates from the bottom left of the date stamp and points diagonally upwards and to the right towards the top right corner of the page.

Amaltas Realtors Private Limited

Gomphrena Properties Private Limited

Siddhartha Bhalotia

(Siddhartha Bhalotia)
Authorized Signatory

Siddhartha Bhalotia

(Siddhartha Bhalotia)
Authorized Signatory

Fujimum Enclave Private Limited

Freesia Ventures Private Limited

Siddhartha Bhalotia

(Siddhartha Bhalotia)
Director

Siddhartha Bhalotia

(Siddhartha Bhalotia)
Authorized Signatory

[Purchasers]

Witnesses:

Signature Jalvikar Ji

Signature Abli

Name Jal Fikar Ali

Name Alamgir Ali

Father's Name Ramjan Ali

Father's Name Haidar Ali

Address Vill Raigachi

Address Vill Raigachi

P.O. & P.S. Rajahat - Dist (N) 24 Parganas P.O. & P.S. Rajahat - Dist (N) 24 Parganas

SECRET
NO FORN DISSEM



27 JUN 2012

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Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.24,43,084/- (Rupees twenty four lac forty three thousand and eighty four) towards full and final payment of the consideration for sale of the Said Property described in the **2nd Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Pay Order No.000850	27.02.2012	Axis Bank Limited, Nimta, Kolkata	24,43,084/-
Total:			24,43,084/-

Md. Shahidul Islam
(Shahidul Islam alias Shahidul Islam Mahammad)
[Vendor]

Read over and explained the contents of this document by me to Shahidul Islam alias Shahidul Islam Mahammad in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

Signature Julfikar Ali

Witnesses:

Signature Julfikar Ali

Name Julfikar Ali

Signature Ali

Name Alamgir Ali

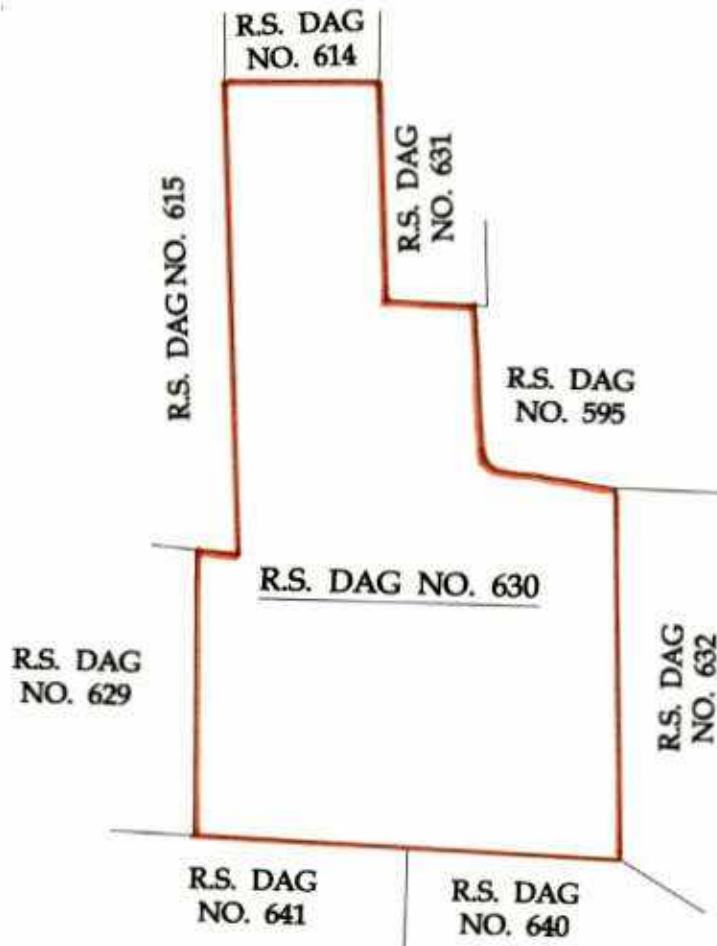


27-03-2012

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SITE PLAN OF R.S./L.R. DAG NO.- 630, L.R. KHATIAN NO.- 1360, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 630 is 120 DECIMAL



Md. Sahidul Islam

FUJIMUM ENCLAVE PVT. LTD.


Siddhanta Banerjee
Director

**Gomphrena Properties Pvt. Ltd.
Amaltas Realtors Pvt. Ltd.
Fujimum Enclave Pvt. Ltd.
Freesia Ventures Pvt. Ltd.**

Siddhanta Banerjee
Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S :

LEGEND : 35.8320 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 120 DECIMAL OF R.S./L.R. DAG NO.- 630 .

SHOWN THUS :- 



2022

SPECIMEN FORM FOR TEN FINGER PRINTS

S. No. Signature of the Presentant, Executant/s and/or Vendor/s and Purchaser/s



Md. Sahidul Islam



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little



Md. Sahidul Islam



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little

Little

Ring

Middle

(Left Hand)

Fore

Thumb

Thumb

Fore

Middle

(Right Hand)

Ring

Little



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27/11/2012



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

Endorsement For Deed Number : I - 02565 of 2012
(Serial No. 02340 of 2012)

On

Payment of Fees:

On 27/02/2012

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

Presented for registration at 14:44 hrs on :27/02/2012, at the Private residence by Siddhartha Bhalotia ,Claimant.

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

Execution is admitted on 27/02/2012 by

1. Sahidul Islam Alias Shahidul Islam Mahammad, son of Golamrasul , Raigachi Ghat, Munshi Para, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Rajarhat Pin :-743510 .
By Caste Muslim, By Profession : Others

2. Siddhartha Bhalotia
Authorised Signatory, Amaltas Realtors Pvt Ltd, 84 A, Chittaranjan Avenue, Kol, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Authorised Signatory, Gomphrena Properties Pvt Ltd, 53/4, P N Middy Road, Kol, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700056 .

Director, Fujimum Enclave Pvt Ltd, 1st Floor, 27, Brabourne Road, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorised Signatory, Freesia Ventures Pvt Ltd, 84 A, Chittaranjan Avenue, Kol, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .
. By Profession : Others

Identified By J Ali, son of Ramzan Ali, Raigachi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

On 01/03/2012

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.-40,36,601/-

Certified that the required stamp duty of this document is Rs. - 242206 /- and the Stamp duty paid as: Impressive Rs.- 10/-



(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

02/03/2012 14:02:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 02565 of 2012
(Serial No. 02340 of 2012)

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

On 02/03/2012

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 Cash

Rs. 44487.00/-, on 02/03/2012.

(Under Article : A(1) = 44396/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 02/03/2012)

Deficit stamp duty

Deficit stamp duty Rs. 242206/- is paid42414929/02/2012State Bank of India, DALHOUSIE SQUARE,
received on 02/03/2012

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II



Ad

(Abani KumarDey)
ADDL. REGISTRAR OF ASSURANCES-II

Dated this 27th day of February, 2012

Between

**Sahidul Islam *alias* Shahidul Islam Mahammad
... Vendor**

And

**Amaltas Realtors Private Limited & Ors.
... Purchasers**

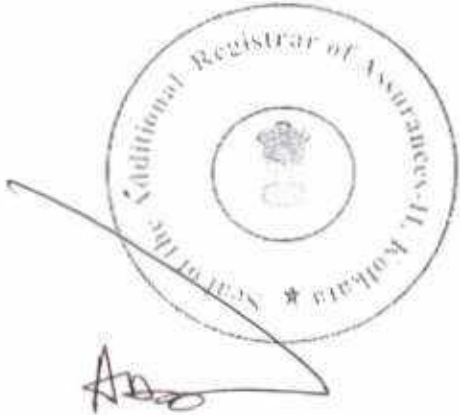
CONVEYANCE

R.S./L.R. Dag No. 630
Mouza Raigachi
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 11
Page from 842 to 855
being No 02565 for the year 2012.



(Abani Kumar Dey) 16-March-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal