

04942/2014

R6/233

5105/2014



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

B 204176

B 204176

11/5/20/14
 14/3/14
 24/4/14
 Addl. Registrar of Assurances
 Kolkata



M.V. 24/86789

Certified that the Document is admitted to Registration. The Signature sheet and the endorsement sheets attached to this document are the part of this Doc. No.

Additional Registrar
 of Assurances-II, Kolkata

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CONVEYANCE

1. Date 24th April 2014
2. Place Kolkata
3. Parties

250
 225
 475

29/09

[Handwritten signature]

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7058

SAHA & RAY
Advocates

3A/1, 3rd Floor, Hastings Chambers
7C, Kiron Shankar Roy Road
Kolkata - 700001

NAME.....	Kolkata - 700001
ADD.....	
Rs.....	
5000/- 16 APR 2014	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Koi-1	

16 APR 2014

16 APR 2014

Anilam Bhattacharya



c - 2845

PACIFY TOWER PRIVATE LIMITED

Anilam Bhattacharya
Authorized Signatory



c - 2846

SR Anand Mehta



Kadere Tarafdar

S/o - Anam Tarafdar

Add - Atghose - Chimareposuk

Kol - 136

Student

ADD.....
OF ASSURANCES, KOLKATA
24 APR 2014



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

Endorsement For Deed Number : I - 05105 of 2014
(Serial No. 04942 of 2014 and Query No. 1902L000011590 of 2014)

On 24/04/2014

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

Presented for registration at 18.32 hrs on :24/04/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 24/04/2014 by

1. Sheikh Anowar Ali Alias Sk Anowar Ali, son of Golam Kader , Raigachi, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-743510, By Caste Muslim, By Profession : Others
2. Anirban Bhattacharya
Authorised Signatory, Pacify Tower Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Others

Identified By Kader Tarafdar, son of A Tarafdar, Atghar - Chinarpark, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700136, By Caste: Others, By Profession: Student.

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

On 25/04/2014

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.-24,86,789/-

Certified that the required stamp duty of this document is Rs.- 124359 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

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

On 28/04/2014

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.

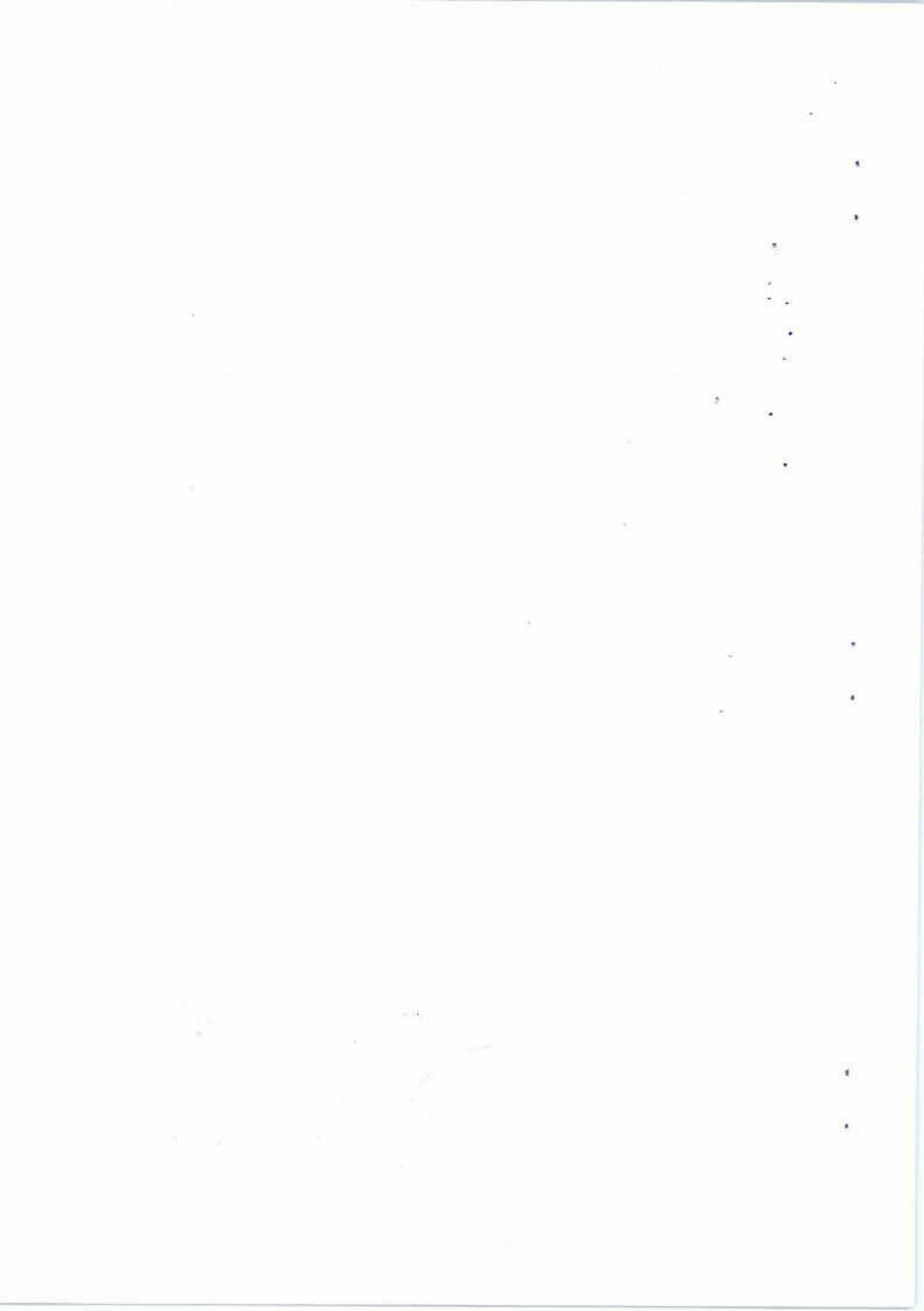
Payment of Fees:

Amount by Draft

Rs. 27444/- is paid , by the draft number 29663, Draft Date 19/04/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 28/04/2014



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





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

Endorsement For Deed Number : I - 05105 of 2014
(Serial No. 04942 of 2014 and Query No. 1902L000011590 of 2014)

(Under Article : A(1) = 27346/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 28/04/2014)

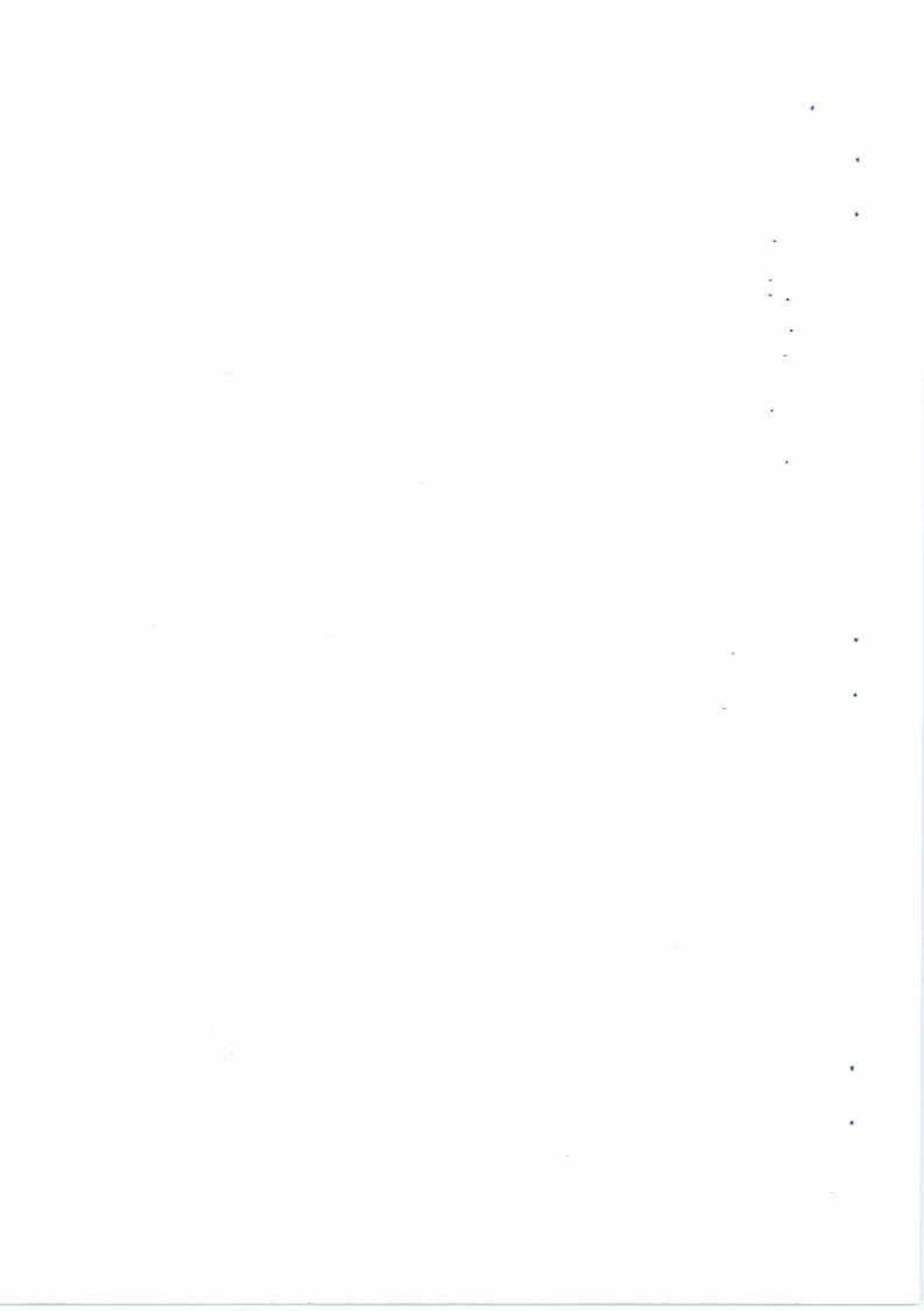
Deficit stamp duty

Deficit stamp duty Rs. 119359/- is paid , by the draft number 296834, Draft Date 19/04/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 28/04/2014

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



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



- 3.1 **Sheikh Anowar Ali alias Sk. Anowar Ali alias Sekh Anowar**, son of Golam Kader alias Golam, residing at Village Raigachi, Post Office Rajarhat, PIN-743510, Police Station Rajarhat, District North 24 Parganas

(Vendor, includes successors-in-interest)

And

- 3.2 **Pacify Tower 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 AAHCP3419L), represented by its authorized signatory **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(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 *sali* (agricultural) measuring 5.3382 (five point three three eight two) decimal equivalent to 3 (three) *cottah* 3 (three) *chittack* and 30.312 (thirty point three one two) square feet, more or less [out of 56 (fifty six) decimal equivalent to 1 (one) *biga* 13 (thirteen) *cottah* 14 (fourteen) *chittack* and 3.456 (three point four five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.651, recorded in L.R. *Khatian* No.105, *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.651 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:** Golam Rasul and Golam Kader were the joint owners of land classified as *sali* (agricultural) measuring 56 (fifty six) decimal, more or less, comprised in R.S./L.R. *Dag* No.651, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (**Mother Property**), each having 1/2 (one half) share and/or interest in the Mother Property.
- 5.1.2 **Demise of Golam Rasul:** Golam Rasul, a Muslim governed by the *Sunni* School of Mohammedan Law, died *intestate*, leaving behind him surviving his only wife, Chand Bibi, his only son, Golam Sarawar and his only daughter, Lakshmi Khaton (collectively **Legal Heirs Of Golam Rasul**), as his sole legal heiresses and heir, who jointly inherited the right, title and interest of Late Golam Rasul in the Mother Property, each having diverse shares and/or interest therein.

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24 APR 2018

- 5.1.3 **Demise of Lakshmi Khatoon:** Lakshmi Khatoon, one of the Legal Heirs Of Golam Rasul, a Muslim governed by the *Sunni* School of Mohammedan Law, died *intestate* as a spinster, leaving behind her surviving her mother, Chand Bibi and her only brother, Golam Sarawar (collectively **Legal Heirs Of Lakshmi Khatoon**), as her sole legal heiress and heir, who jointly inherited the right, title and interest of Late Lakshmi Khatoon in the Mother Property, each having diverse shares and/or interest therein.
- 5.1.4 **Marriage of Chand Bibi with Golam Kader:** After the death of her first husband, Golam Rasul, Chand Bibi got married for the second time with Golam Kader and out of such wedlock Sheikh Anowar Ali *alias* Sk. Anowar Ali *alias* Sekh Anowar (the Vendor herein) was born. The above named Lakshmi Khatoon (one of the Legal Heirs Of Golam Rasul) died prior to the birth of the Vendor and hence, in accordance with the *Sunni* School of Mohammedan Law, the Vendor got no share and/or interest out of the right, title and interest of Late Lakshmi Khatoon in the Mother Property.
- 5.1.5 **Demise of Golam Kader:** Golam Kader, a Muslim governed by the *Sunni* School of Mohammedan Law, died *intestate*, leaving behind him surviving his only wife, Chand Bibi and his only son, Sheikh Anowar Ali *alias* Sk. Anowar Ali *alias* Sekh Anowar (the Vendor herein) (collectively **Legal Heirs Of Golam Kader**), as his sole legal heiress and heir, who jointly inherited the right, title and interest of Late Golam Kader in the Mother Property, each having diverse shares and/or interest therein.
- 5.1.6 **Ownership of Chand's Portion In Mother Property:** In the above mentioned circumstances, in accordance with the *Sunni* School of Mohammedan Law, Chand Bibi, being one of the Legal Heirs Of Golam Rasul, one of the Legal Heirs Of Lakshmi Khatoon and also one of the Legal Heirs Of Golam Kader, became the sole owner of land measuring 9.7222 (nine point seven two two two) decimal, more or less (**Chand's Portion In Mother Property**), out of the Mother Property.
- 5.1.7 **Marriage of Chand Bibi with Jammal Ali:** After the death of Golam Kader, Chand Bibi got married for the third time with Jammal Ali and out of such wedlock Sekh Alamgir *alias* Sk. Alamgir, being the only son and (1) Kohinoor Begum (2) Mumtaj Begum and (3) Aleya Bibi, being 3 (three) daughters were born.
- 5.1.8 **Gift by Chand Bibi:** By a Deed of Gift in Bengali language (*Daanpatra*) dated 28th January, 2009, registered in the Office of the District Sub-Registrar-II, North 24 Parganas at Barasat, in Book No. I, CD Volume No.19, at Pages 3367 to 3378, being Deed No.05171 for the year 2013, Chand Bibi, out of her natural love and affection, gifted to Sekh Alamgir *alias* Sk. Alamgir (one of her son who born out of her wedlock with Jammal Ali), *inter alia* land measuring 7 (seven) decimal, more or less, out of Chand's Portion In Mother Property.
- 5.1.9 **Ownership of Balance Land of Chand's Portion In Mother Property:** Subsequent to the above gift to Sekh Alamgir *alias* Sk. Alamgir, Chand Bibi continued to be the sole owner of the balance land of Chand's Portion In Mother Property, being land measuring 2.7222 (two point seven two two two) decimal, more or less.
- 5.1.10 **Demise of Jammal Ali:** Jammal Ali, a Muslim governed by the *Sunni* School of Mohammedan Law, died *intestate*, leaving behind him surviving his only wife, Chand Bibi and his only son, Sekh Alamgir *alias* Sk. Alamgir and his 3 (three) daughters, namely, (1) Kohinoor Begum (2) Mumtaj Begum and (3) Aleya Bibi, as his sole legal heiresses and heir. Since the said Jammal Ali died prior to the death of Chand Bibi

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therefore, in accordance with the *Sunni* School of Mohammedan Law, Jammal Ali got no share and/or interest in the balance land of Chand's Portion In Mother Property.

- 5.1.11 **Demise of Chand Bibi:** Chand Bibi, a Muslim governed by the *Sunni* School of Mohammedan Law, died *intestate*, leaving behind her surviving her 3 (three) sons, namely, (1) Golam Sarawar (born out of Chand Bibi's first marriage with Late Golam Rasul) (2) Sheikh Anowar Ali *alias* Sk. Anowar Ali *alias* Sekh Anowar (the Vendor herein) (born out of Chand Bibi's second marriage with Late Golam Kader) and (3) Sekh Alamgir *alias* Sk. Alamgir (born out of Chand Bibi's third marriage with Late Jammal Ali) and her 3 (three) daughters, namely, (1) Kohinoor Begum (2) Mumtaj Begum and (3) Aleya Bibi, all born out of Chand Bibi's third marriage with Late Jammal Ali (collectively **Legal Heirs Of Chand Bibi**), as her sole legal heirs and heiresses, who jointly inherited the right, title and interest of Late Chand Bibi in the balance land of Chand's Portion In Mother Property, being land measuring 2.7222 (two point seven two two two) decimal, more or less, each having diverse shares and/or interest therein.
- 5.1.12 **Ownership of Anowar's Share In Mother Property:** Thus, by way of inheritance, Sheikh Anowar Ali *alias* Sk. Anowar Ali *alias* Sekh Anowar (the Vendor herein) being one of the Legal Heirs Of Golam Kader and one of the Legal Heirs Of Chand Bibi, has become the sole owner of land measuring 25.1049 (twenty five point one zero four nine) decimal, more or less (**Anowar's Share In Mother Property**), out of the Mother Property.
- 5.1.13 **Mutation:** In the abovementioned circumstances, though the Vendor is entitled for the entirety of the Anowar's Share In Mother Property, erroneously he got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No. 105, in respect of land measuring 21.3528 (twenty one point three five two eight) decimal, more or less, out of the entirety of the Anowar's Share In Mother Property.
- 5.1.14 **Absolute Ownership of Vendor in Said Property:** In the above mentioned circumstances, the Vendor has become the sole and absolute owner of the Anowar's Share In Mother Property. The Said Property (defined in Clause 4.1 above) is a portion of the Anowar's Share In Mother Property and such Said Property is the subject matter of this Conveyance.
- 5.1.15 **Said Agreement of Said Property:** By an Agreement dated 30th November, 2006 (**Said Agreement**), the Vendor had agreed to sell the Said Property, to Fastflow Marketing Private Limited (**Fastflow**). Fastflow paid to the Vendor a total sum of Rs.2,00,000/- (Rupees two lac) (**Said Advance**) under the Said Agreement.
- 5.1.16 **Assignment to Green Oaks:** By an Agreement dated 8th October, 2010 (**First Assignment Agreement**), Fastflow assigned to Green Oaks Developers (**Green Oaks**) and its assigns *inter alia* all rights of any and every nature whatsoever of Fastflow in the Said Property acquired by virtue of the Said Agreement and/or against the Vendor under the Said Agreement and/or otherwise together with the benefit of the Said Advance.
- 5.1.17 **Assignment to Siddha Projects:** By an Agreement dated 7th November, 2011 (**Second Assignment Agreement**), Green Oaks further assigned to Siddha Projects Private Limited (**Siddha Projects**) and its assigns *inter alia* all rights of any and every nature whatsoever of Green Oaks in the Said Property acquired by virtue of the Said Agreement, the First Assignment Agreement and/or against the Vendor under the Said Agreement and the First Assignment Agreement and/or otherwise together with the benefit of the Said Advance.

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- 5.1.18 **Assignment to Pioneer Prodev:** By an Agreement dated 31st March, 2012 (**Third Assignment Agreement**), Siddha Projects further assigned to Pioneer Prodev Private Limited (**Pioneer Prodev**) and its assigns *inter alia* all rights of any and every nature whatsoever of Siddha Projects in the Said Property acquired by virtue of the Said Agreement, the First Assignment Agreement, the Second Assignment Agreement and/or against the Vendor under the Said Agreement, the First Assignment Agreement and the Second Assignment Agreement and/or otherwise together with the benefit of the Said Advance.
- 5.1.19 **Assignment to Purchaser:** By an Agreement dated 3rd March, 2014 (**Fourth Assignment Agreement**), Pioneer Prodev assigned to the Purchaser and its assigns *inter alia* all rights of any and every nature whatsoever of Pioneer Prodev in the Said Property acquired by virtue of the Said Agreement, the First Assignment Agreement, the Second Assignment Agreement, the Third Assignment Agreement and/or against the Vendor under the Said Agreement, the First Assignment Agreement, the Second Assignment Agreement and the Third Assignment Agreement and/or otherwise together with all benefits under the Said Agreement, the First Assignment Agreement, the Second Assignment Agreement and the Third Assignment Agreement together with the benefit of the Said Advance.
- 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 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 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

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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 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 Vendor shall have no responsibility or obligation in this regard.

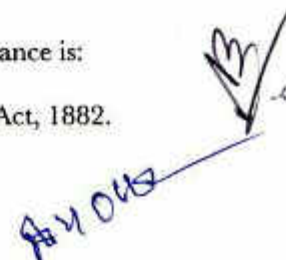
7. Transfer

- 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, being classified as *sali* (agricultural) measuring 5.3382 (five point three three eight two) decimal equivalent to 3 (three) *cottah* 3 (three) *chittack* and 30.312 (thirty point three one two) square feet, more or less [out of 56 (fifty six) decimal equivalent to 1 (one) *bigha* 13 (thirteen) *cottah* 14 (fourteen) *chittack* and 3.456 (three point four five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.651, recorded in L.R. *Khatian* No.105, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. 1 *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.651 is delineated and demarcated on the **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.24,86,789/- (Rupees twenty four lac eighty six thousand seven hundred and eighty nine) 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.

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- 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, outgoing 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 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

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- 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 5.3382 (five point three three eight two) decimal equivalent to 3 (three) *cottah* 3 (three) *chittack* and 30.312 (thirty point three one two) square feet, more or less [out of 56 (fifty six) decimal equivalent to 1 (one) *bigha* 13 (thirteen) *cottah* 14 (fourteen) *chittack* and 3.456 (three point four five six) square feet, more or less], being a portion of R.S./L.R. *Dag* No.651, recorded in L.R. *Khatian* No.105, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. 1 *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.651 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.650



ADDITIONAL SECRETARY
OF ASSISTANT SECRETARY KOLKATA
24 APR 2012

- On the East** : By land belonging to R.S./L.R. *Dag* Nos.691 and 711 of *Mouza* Reckjoani
- On the South** : By land belonging to R.S./L.R. *Dag* Nos.712 and 713 of *Mouza* Reckjoani
- On the West** : By land belonging to R.S./L.R. *Dag* Nos.652 and 653

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:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (In Decimal)	Total Area Sold (In Decimal)	Name of the Recorded Owner
Raigachi	651	105	<i>Sali</i>	56	5.3382	Sheikh Anowar Ali <i>alias</i> Sk. Anowar Ali <i>alias</i> Sekh Anowar
Total Area of Land Sold:					5.3382	

AB 11 8/15





→
ADDITIONAL REGISTRAR
OF ASSURANCES II, KOLKATA
24 APR 2013

9. Execution and Delivery

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

SK Anowar Ali

Sheikh Anowar Ali alias Sk. Anowar Ali alias Sekh Anowar
[Vendor]

Read over and explained the contents of this document by me to Sheikh Anowar Ali alias Sk. Anowar Ali alias Sekh Anowar in Bengali language, who after understanding the meaning and purport of this document, put his signature in my presence.

Signature _____

Pacify Tower Private Limited

Anirban Bhattacharya

Authorized Signatory
[Purchaser]

Drafted by:



Susanta Bhattacharya, Advocate

Witnesses:

Signature Kodere Tarafdar
Name Kodere Tarafdar
Father's Name Anam Tarafdar
Address Atghara, Chinarapok
Kol-136

Signature Jafar Ali Mondal
Name Jafar Ali Mondal
Father's Name Shah Ali Mondal
Address Raigathi
P.S- Raigarhat
Kol-135



ADDITIONAL MEMBER
OF ASSURANCE & KOLKATA
26 APR 1957

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.24,86,789/- (Rupees twenty four lac eighty six thousand seven hundred and eighty nine) 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
Cash	30.11.2006	Not Applicable	Rs.50,000/-	Sheikh Anowar Ali alias Sk. Anowar Ali alias Sekh Anowar
Pay Order No. 391792	19.04.2014	Axis Bank Limited, Kolkata Branch	Rs.24,36,789/-	Sheikh Anowar Ali alias Sk. Anowar Ali alias Sekh Anowar
Total:			Rs.24,86,789/-	

SK Anowar Ali

Sheikh Anowar Ali alias Sk. Anowar Ali alias Sekh Anowar

[Vendor]

Witnesses:

Signature Kader Tarafdar

Name Kader Tarafdar

Signature Jafar Ali Mondal

Name Jafar Ali Mondal

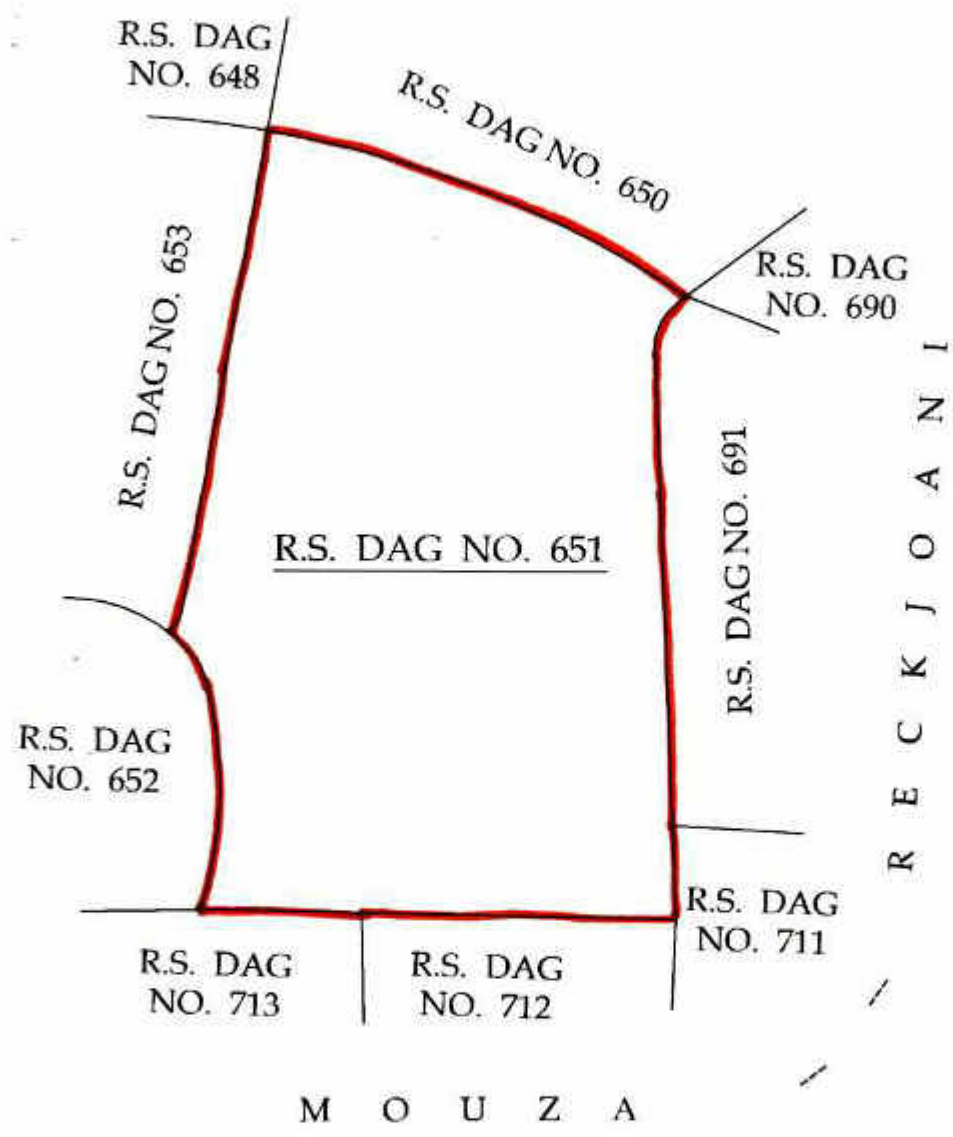


Office of the
9 APR 2007

Plan

SITE PLAN OF R.S./L.R. DAG NO.- 651, L.R. KHATIAN NO.-105, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 651 is 56 DECIMAL



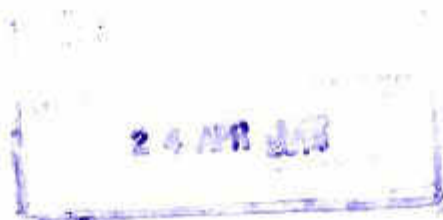
SK Anwar Hossain

PACIFY TOWER PRIVATE LIMITED
Anirban Bhattacharya
Director/Authorized Signatory

















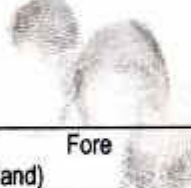

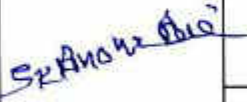















NAME & SIGNATURE OF THE VENDOR/S :

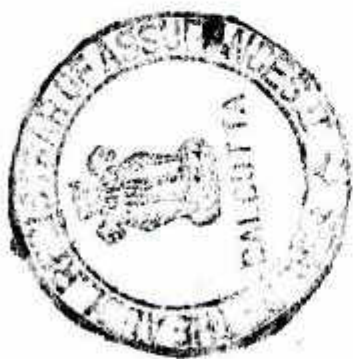
LEGEND : 5.3382 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 56 DECIMAL OF R.S./L.R. DAG NO.- 651 .

SHOWN THUS :-



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		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
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



24 APR 2017

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Dated this 24th day of April, 2014

Between

**Sheikh Anowar Ali *alias* Sk. Anowar Ali *alias* Sekh Anowar
... Vendor**

And

**Pacify Tower Pvt. Ltd.
... Purchaser**

CONVEYANCE

5.3382 (five point three three eight two)

Portion of

R.S./L.R. Dag No. 651

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

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 24
Page from 1524 to 1540
being No 05105 for the year 2014.




(Dulal chandra Saha) 30-April-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal