

M/S FONTUS WATER LIMITED, now changed to M/S FONTUS WATER Pvt. Ltd. vide R.O.C Delhi SRND 25817040 dated 06/01/2012 PAN NO. AAACF5565A a Company registered under Companies Act, 1956 and having its registered office at A-1/152, IGNOU Road, Neb Sarai, Delhi-110068, represented by it's Managing Director Sri Sunil Ghorawat S/O Suganchand Ghorawat hereinafter called and referred to as the VENDOR (which term or expression shall unless excluded by or repugnant to the context be deemed to include its Directors, representatives, successors – in – office, administrators and assigns) of the FIRST PART

AND

1.AZIZUDDIN MUMTAZ, son of Late Haji Mumtazuddin, by faith Islam, by occupation Business, residing at 100 B.Jhowtalla Road, Police Station: Beniapukur, Kolkata 700017, PAN No. AEMPM0982P; 2. Yasmeen Mumtaz W/O Azizuddin Mumtaz, by faith Islam, by occupation Housewife, residing at 100 B.Jhowtalla Road, Police Station: Beniapukur, Kolkata 700017, PAN No. AEUPM7086A; 3. SULTAN AHMED son of Late Zainul Abedin, by faith Islam, by occupation Business, residing at 12 Circus Row, Police Station:



Beniapukur, Kolkata 700017, PAN No. AEGPA3661K; 4. SHARBA SULTAN, wife of Sultan Ahmed, by faith Islam, by occupation Housewife, residing at 12. Circus Row, Police Station: Beniapukur, Kolkata 700017, PAN No. CCIPS9043P; and hereinafter called and referred to as "the PURCHASERS" (which terms or expression shall unless otherwise excluded or repugnant to the subject or context be deemed to mean and include their legal hears, executors, administrators, authorized representative, nominees and assigns) of the SECOND PART.

WHEREAS one Kamala Bala Ghosal, By a Bengali Registered Deed of sale being No 2688 Dated 15.07.1977 registered in the office of the sub – Registrar Alipore sold to one Bholanath Chowdhury ALL THAT piece and parcel of land measuring more or less 4 Cottahs 10 Chittacks together with brick built house standing thereon or a portion thereof lying and situate at Mouza- Joka, Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99, Police Station (old) Behala at present Thakurpukur under pargana Balia District South 24 Parganas (at present) then District 24-Parganas and the said Bholanath Chowdhury by dint of such purchase for valuable consideration mentioned therein became the owner of the same.





AND WHEREAS the said Bholanath Chowdhury being thus owner by purchase for valuable consideration sold the said property for valuable consideration to M/S Ghorawat Brothers Private Limited, by a Registered Deed of sale being No. 668 of 1993, dated 19.01.1993 Registred with the Sub – Registrar of Alipore at Alipore, District 24-Parganas.

AND WHEREAS one Luftarnisa Bibi, Mehrun Bibi, Bachiran Bibi and Sshanara Bibi, all daughters of Amina Begam, by a Registered Deed of sale dated 08.01.1992 registered in the office of the Additional District Sub – Registrar, Alipore sold to the Bholanath Chowdhury ALL THAT piece and parcel of land measuring more or less 4 Cottahs 10 Chittacks together with brick built house standing thereon or a portion thereof lying and situate at Mouza- Joka, Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99 and 99/901, Police Station (old) Behala at present Thakurpukur under pargana Balia District South 24 Parganas (at present) then District 24-Parganas and the said Bholanath Chowdhury by dint of such purchase for valuable consideration mentioned therein became the owner of the same.





AND WHEREAS the said Bholanath Chowdhury being thus owner by purchase for valuable consideration sold the said property for valuable consideration to M/S Ghorawat Brothers Private Limited, by a Registered Deed of sale being No. 13709 of 1992, dated 13.07.1993 Registered with the office of the Sub – Registrar of Alipore at Alipore, District 24-Parganas.

AND WHEREAS one Kamal Chandra Bera, by a Bengali Registered Deed of sale being No 1792 Dated 14.11.1977 registered in the office of the Joint sub – Registrar Alipore sold to one Sucheta Sen, wife of Sri Pradip Kumar Sen, ALL THAT piece and parcel of land measuring more or less 4 Cottahs 10 Chittacks together with brick built house standing thereon or a portion thereof lying and situate at Mouza- Joka, Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99, Police Station (old) Behala at present Thakurpukur under pargana Balia District South 24 Parganas (at present) then District 24-Parganas and the said Sucheta Sen by dint of such purchase for valuable consideration mentioned therein became the owner of the same.

AND WHEREAS the said Sucheta Sen being thus owner of the said property, sold the said property for valuable

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consideration to M/S Ghorawat Brothers Private Limited, by a Registered Deed of sale being No. 12231 of 1992, dated 17.07.1992 Registered with the Sub – Registrar of Alipore at Alipore, District 24-Parganas.

AND WHEREAS by reason of the aforesaid three purchases, M/S GHORAWAT BROTHERS PRIVATE LIMITED, became the absolute owner of ALL THAT piece and parcel of land measuring more or less 13 Cottahs 14 Chittacks together with brick built house standing thereon or a portion thereof lying and situate at Mouza- Joka, Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99 and 99/901, Police Station (old) Behala at present Thakurpukur under pargana Balia District South 24 Parganas (at present) then District 24-Parganas.

AND WHEREAS M/S GHORAWAT BROTHERS

PRIVATE LIMITED sold conveyed and transferred for

valuable consideration ALL THAT piece and parcel of land

measuring about more or less 13 Cottahs 14 Chittacks

together with brick built house standing thereon or a portion

thereof lying and situate at Mouza- Joka, Gram Panchayat No

2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under

Dag No. 99 and 99/901, Police Station (old) Behala at

present Thakurpukur under pargana Balia District South 24

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Parganas (at present) then District 24-Parganas to **M/S FONTUS WATER LIMITED** a Company incorporated under the Company Act 1956, by way of a registered deed of sale which is registered in the office of the Registrar of Assurances and the same is recorded in Book No. 1, CD Volume No. 19, page from 1821 to 1836, being No. 7807 for the year 2010.

AND WHEREAS thus the Vendor herein is lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring about more or less 13 Cottahs 14 Chittacks together with brick built house standing thereon or a portion thereof lying and situate at Mouza- Joka, Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99 and 99/901, Police Station (old) Behala at present Thakurpukur under pargana Balia District South 24 Parganas (at present) then District 24-Parganas

AND WHEREAS the Vendor herein had approached the Purchasers for sale of the said Schedule mentioned property and on such approach the Purchasers agreed to purchase and the Vendor agreed to sale all that piece and parcel of land measuring about more or less 4 Cottahs 10 Chittacks out of 13 Cottahs 14 Chittacks together with brick



built house standing thereon or a portion thereof lying and situate at Mouza- Joka, within the limits of Joka Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99, Police Station (old) Behala at present Thakurpukur under pargana Balia District South 24 Parganas (at present) then District 24-Parganas, herein referred to as the "said property" and morefully and particularly described in the Schedule below for a total consideration amount of Rs. 25,00,000/- (Rupees Twenty Five Lakh Only).

NOW THIS DEED WITNESSETH that in consideration of the sum of Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) paid by the PURCHASERS to the VENDOR as mentioned in the memo of Consideration hereunder written, the receipt whereof Vendor DO HEREBY admit, acknowledge and discharge the Purchasers from making payment of any further sum whatsoever, the Vendor DO HEREBY transfer, convey and assign by way of sale unto the Purchasers ALL THAT piece and parcel of land measuring about more or less 4 Cottahs 10 Chittacks out of 13 Cottahs 14 Chittacks together with brick built house standing thereon or a portion thereof lying and situate at Mouza- Joka, within the limits of Joka Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99, Police Station (old) Behala at



present Thakurpukur under pargana Balia District South 24 Parganas (at present) then District 24-Parganas, morefully and specifically described in the Schedule written hereunder together with all sorts of easements, privileges, benefits, heriditaments, appurtenances, passage and all other facilities for convenient user of the property hereby sold unto the Purchasers **AND TO HAVE AND TO HOLD** the same absolutely and forever.

That said title, interest, claim demand whatsoever of the Vendor unto or upon the same and every part thereof TO HAVE AND TO HOLD the same unto and to use the Purchasers executors, administrators, assigns successors-inoffice absolutely and forever TOGETHER WITH all title, deeds, things, writings and other evidences of title and the Vendor DO HEREBY covenant with the Purchasers and assign that notwithstanding any acts, deeds and things hereto before done, executed and knowingly suffered to the contrary, the Vendor are now fully seized and possessed of the said property free from all encumbrances, attachments or defects in title whatsoever and the Vendor have full power, control and authority to sell the Schedule mentioned property and the Purchasers, shall henceforth peaceably and quietly hold, possess, enjoy the said land in khas without claim or



demand whatsoever from the Vendor or any persons claiming through or under it.

THE VENDOR HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

- 1. That the Vendor have subsisting, absolute and unfettered perfect right to sell the Schedule mentioned land having no other co-owners and co-sharers.
- 2. That the land hereby sold is free from all encumbrances.
- 3. That the land hereby sold are not attached with any decree by Court, nor the said property is Debutter one, nor the same is a wakf property.
- That the Vendor hereby declare that they have not 4. entered into any agreement for sale with any other person/persons, organization nor with anybody in connection with the said property, nor the Vendor have mortgaged the said property with any bank or any Financial Institution and nor also attached with any scheme of Government/Improvement Authority nor the property is acquired under the Land Acquisition Act, and the said property is absolutely free from all encumbrances.

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- 5. That the Vendor shall indemnify the Purchasers against all claims, liens, lispendences, attachment in the event of any defect of the Vendor marketable title or if the Purchaser's perfect title and peaceful possession be disturbed by any person/persons claiming through or under the Vendor or its successors-in-office in any manner, the Vendor shall be bound to compensate the Purchasers against all loss and the Vendor shall remove all and every obstruction at its own cost.
- 6. That the Purchasers shall have every right to mutate their name before settlement, Panchayet etc. by deleting the name of erstwhile owner and to pay revenues and taxes thereof in their own name before all competent authorities and the Vendor further agrees to Co-operate with the Purchasers for all time for the purpose of mutation.
- 7. That the Purchasers is entitle to develop the property according to their own needs in accordance with law and the Purchasers shall use, enjoy and peaceably and quietly possess the Schedule mentioned land including their heirs, representatives, administrators, executors and assigns having absolute transferable right thereof.
- 8. That the Vendor hereby undertake to execute and register any further deed in future like Deed of Declaration for more and further clear title and also better enjoyment of the

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82 MAR 2016



Purchasers, in case of necessity, at the request and cost and expenses of the Purchaser and/or Purchasers themselves undertake to do the same as and when required.

- That the Purchasers are entitled to use, occupy and 9. hereditaments, appurtenances, easements, all enjoy messuages, advantages, benefits privileges appertaining to and arising out of the land hereby sold along with all advantages of path, pathways, passage and also entitled to electricity, if necessary, telephone connection underneath the passage appertaining to the property hereby sold to the Purchasers by the Vendor and the Purchasers shall and may at all times, hereinafter peaceably and quietly possess and enjoy the said plot of land with said description in full and receive rent, issues and profits thereof without any lawful eviction, introduction claims or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of its successors-in-office.
 - 10. That the Vendor hereby declare that they have not allowed any person to cultivate the land hereby sold in "Bhagchas" or otherwise in any manner whatsoever.

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22 MAR 2015

11. That the Vendor hereby deliver khas possession of the property hereby sold to the Purchasers.

12. That the Vendor hereby execute this Deed of Conveyance in favour of the Purchasers after realising the meaning of this Deed at its free will and consent, while physically fit and mentally alert.

THE SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land measuring more or less 04 (Four) Cottahs 10 (Ten) Chittacks together with dilapidated residential structure measuring an area of 200 sq.ft, a little more or less standing on or on part thereof with all easement rights and liberties lying and situate at Mouza-Joka, within the limits of Joka Gram Panchayat No 2 in Touzi No. 64, J.L. No. 21, Khatian No. 92 and 93 under Dag No. 99, Police Station (old) Behala at present Thakurpukur, having 8 ft wide road under Pargana Balia, District South 24 Parganas, butted and bounded as follows:

On the North : Part of Dag No. 99 & 99/901

On the South : Part of Dag No. 99

On the East : 8 ft wide Kutcha road

On the West : Drain

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IN WITNESS WHEREOF the parties hereto have executed these present on this day, month and year above written.

SIGNED AND DELIVERED in the presence of:

1. All C. Anand Surane 23, Charl Vally Road Kol Kafa 700010

2.

Signature of VENDOR

Josephunks

Drafted by me Sunita Cuha Advocate High Court, Calcutto

Jonumtaz Sultan - Ahmed Sharba Sultan

Signature of PURCHASERS

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22 MAR 2014



MEMO OF CONSIDERATION

Received from the within named Purchaser the sum of: Rs. 25,00,000/- (Rupees Twenty Five Lakh) only by way of payment paid to the Vendor as per memo below

AMOUNT

1.By Cheque No. 15 drawn on Bank of Baroda,

Coolotala Branch dated 17/02/2014

Rs. 4,00,000/-

2.By Demand Draft no. 822207 drawn on

Bombay Mercantile Co-operative Bank Ltd.

dated 20/03/2014

Rs. 10,00,000/-

3.By Demand Draft no. 32906 drawn on Bank of

Baroda, Coolotala Branch dated 21/03/2014

Rs. 9,00,000/-

4.By Demand Draft no. 32909 drawn on Bank of

Baroda, Coolotala Branch dated 21/03/2014

Rs. 2,00,000/-

Total

Rs. 25,00,000/-

WITNESSES:

1. AlloAnand Scrane
Anand Scrane
23. Charl Patty Road
1601 (cafa- 700010

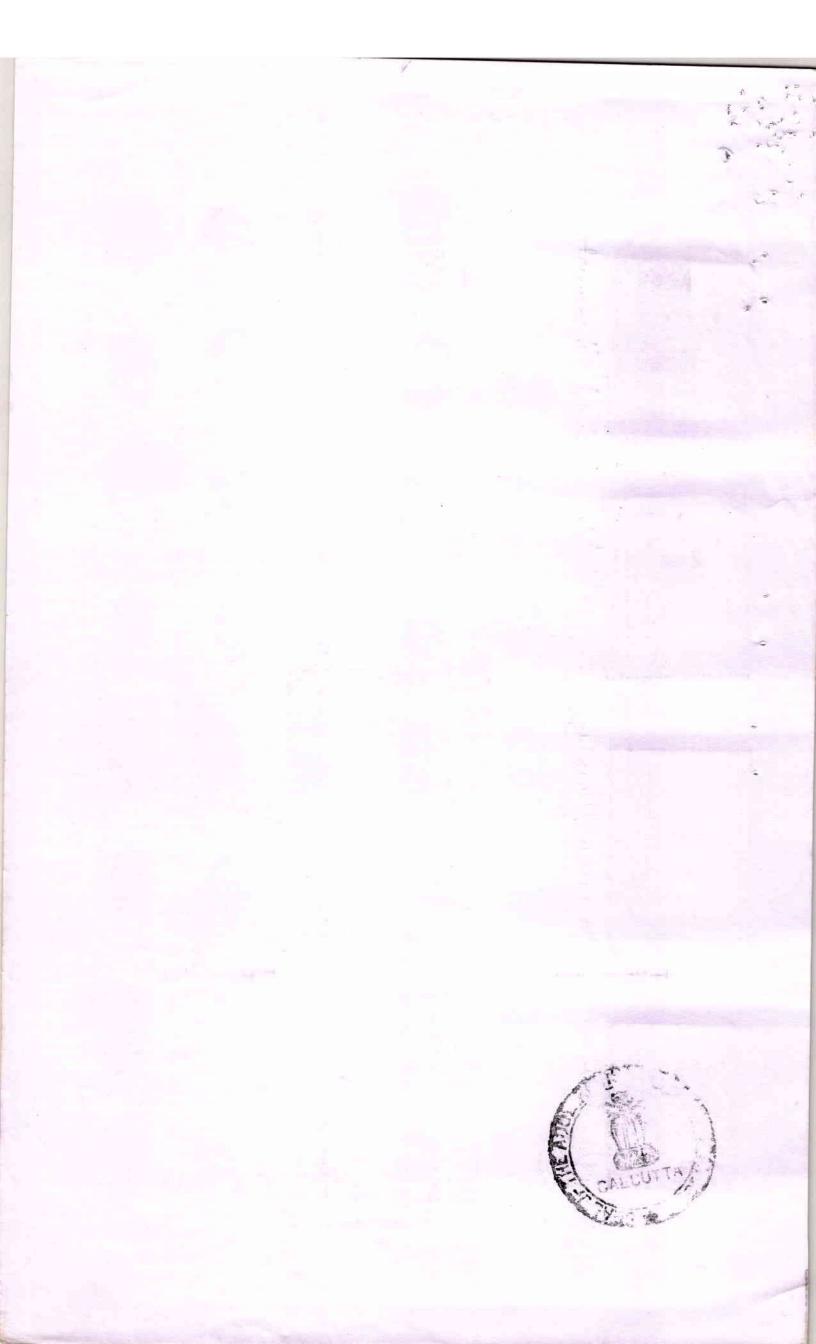
2. Aris uz Pahman Khan 35, F Bright-Street KOL-7000 17

Signature of the VENDOR



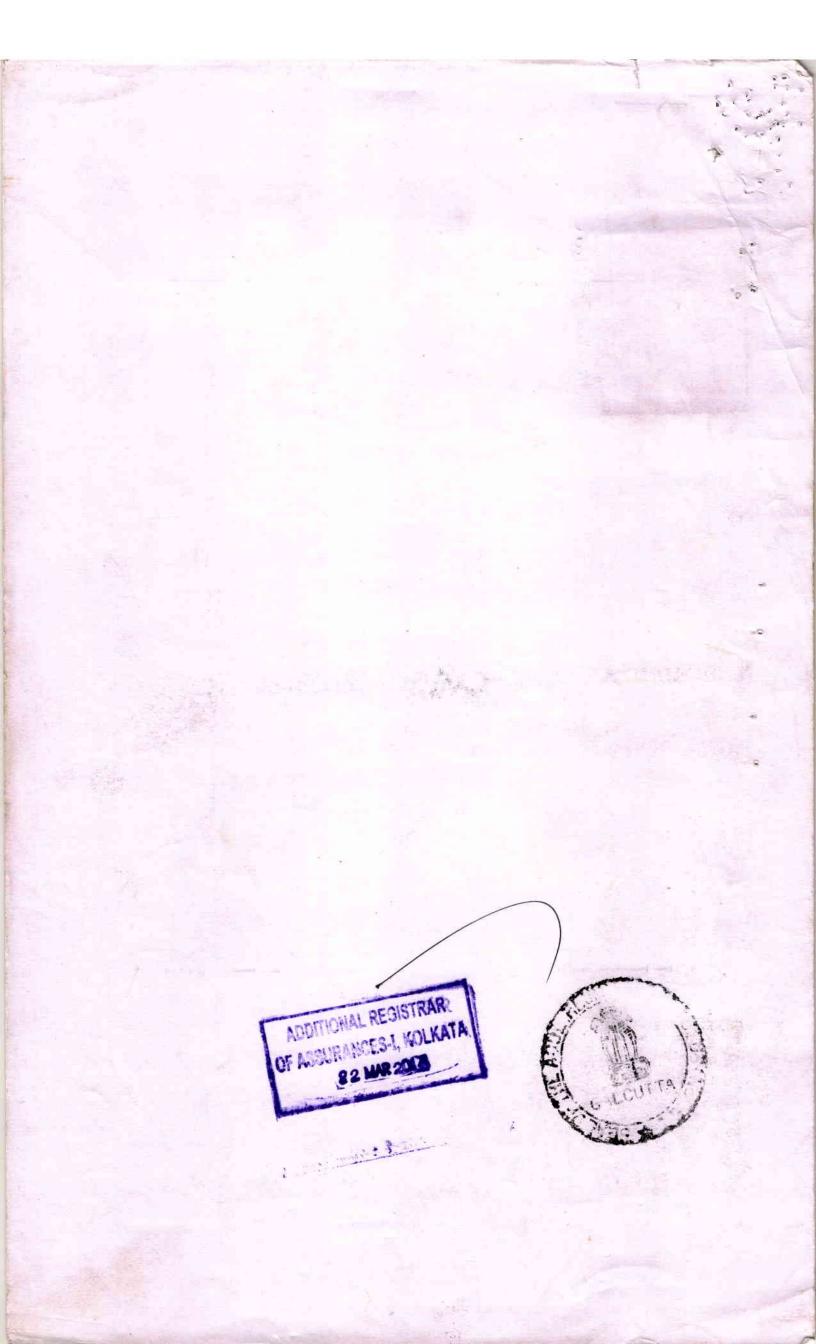
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Government Of West Bengal Office Of the A.R.A. - I KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 02639 of 2014 (Serial No. 02456 of 2014 and Query No. 1901L000006539 of 2014)

On 22/03/2014

Sunil Ghorawat

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

Presented for registration at 15.50 hrs on :22/03/2014, at the Private residence by Sultan Ahmed, one of the Claimants.

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

Execution is admitted on 22/03/2014 by

- - Director, M/ S. Fontus Water Ltd., A-1/152, I G N O U Road, Neb Sarai, Delhi, District:-New Delhi, DELHI, India, Pin:-110068.
 - , By Profession : Others
- 2. Azizuddin Mumtaz, son of Lt. Haji Mumtazuddin , 100 B, Jhawtalla Road, Kolkata, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700017, By Caste Muslim, By Profession: **Business**
- 3. Yasmeen Mumtaz, wife of Azizuddin Mumtaz, 100 B, Jhawtalla Road, Kolkata, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700017, By Caste Muslim, By Profession: House wife
- 4. Sultan Ahmed, son of Lt. Zainul Abedin, 12, Circus Row, Kolkata, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700017, By Caste Muslim, By Profession: Business
- 5. Sharba Sultan, wife of Sultan Ahmed , 12, Circus Row, Kolkata, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700017, By Caste Muslim, By Profession: House wife

Identified By Anand Surana, son of Lt. C. R. Surana, 23, Chaul Patty Road, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste: Hindu, By Profession: Business.

> (Dinabandhu Roy) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 25/03/2014

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 Cash

Rs. 36365.00/-, on 25/03/2014

Certificate of Market Value (WB PUVI rules of 2001)

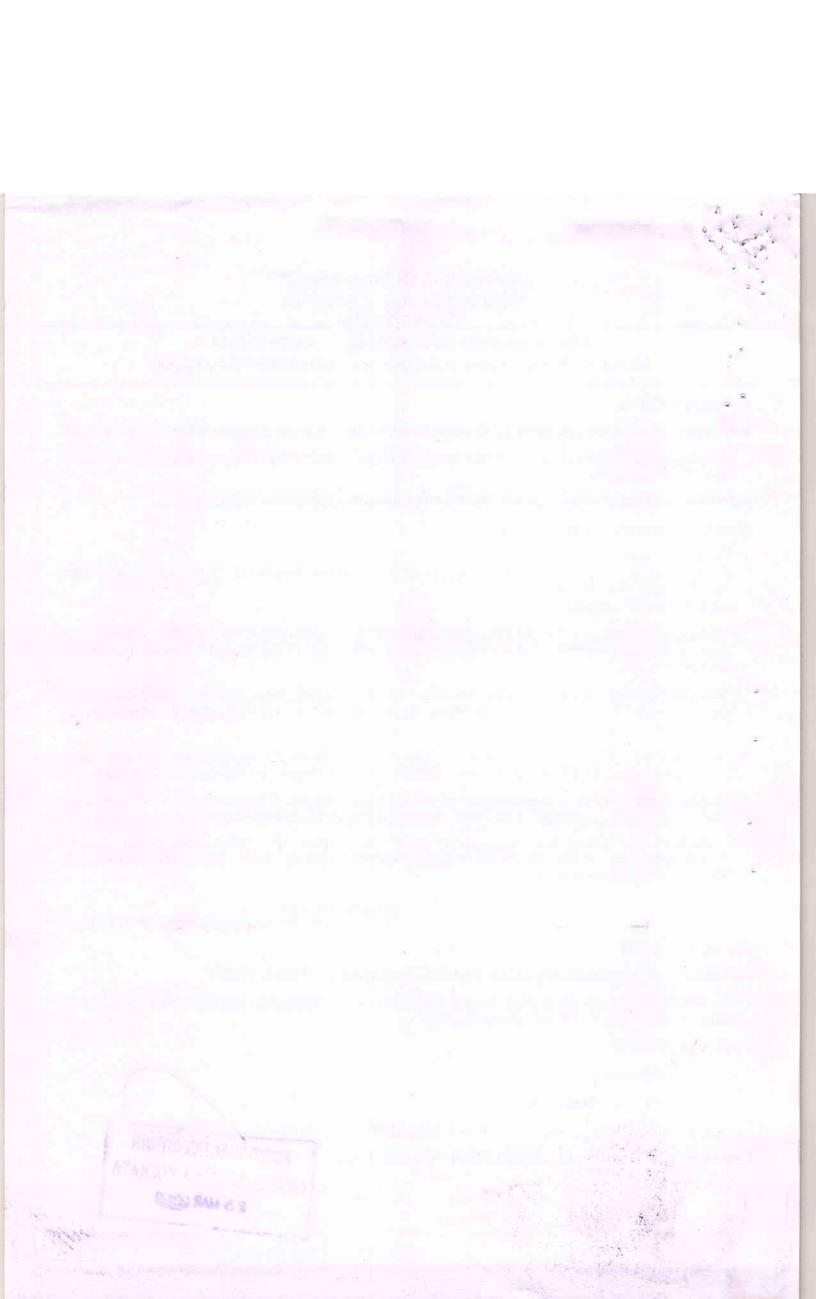
(Under Article: A(1) = 36267/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 25/03/2014)

rtificate of Market Value(WB PUVI rules of 2001) OF ASSURANCES A, KOLKATA 25 WAR 2014

(Dinabandhu Roy)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

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Endorsement For Deed Number: I - 02639 of 2014 (Serial No. 02456 of 2014 and Query No. 1901L000006539 of 2014)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-32,97,497/-

Certified that the required stamp duty of this document is Rs.- 197870 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 45870/- is paid, by the draft number 359198, Draft Date 22/03/2014, Bank: State Bank of India, TOPSIA, received on 25/03/2014
- 2. Rs. 49000/- is paid, by the draft number 468621, Draft Date 21/03/2014, Bank: State Bank of India, GORACHAND ROAD, received on 25/03/2014
- 3. Rs. 49000/- is paid , by the draft number 359197, Draft Date 22/03/2014, Bank : State Bank of India, TOPSIA, received on 25/03/2014
- 4. Rs. 49000/- is paid, by the draft number 468611, Draft Date 21/03/2014, Bank: State Bank of India, GORACHAND ROAD, received on 25/03/2014

(Dinabandhu Roy) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA 25 MAR 2014

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