I-263/14



পশ্চিমাবঙ্গ पश्चिम बंगाल WEST BENGAL

U 043605

SCUID 400000

CONVEYANCE

1. Date: 16 01 2015

2. Place: Kolkata

Parties:

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Addi. Dist. sub-Registrar.

1 9 JAN 2015

& NO. 4 836 DATE

PRIYANKA BHOWMIK

High Court, Calcutta

Saumin Das



V.C.T.1 127

ESTHER BUILDCON PVP. LTD.

Samin Das

Director Authorised Signal ",

DEGUSURA GEOSH DICENSED STAMP VENDOR HOLKATA REGISTRATION OFFICE

Rupali Roy



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16 JAN 2015

3.1 RUPALI ROY, wife of Ashok Roy, residing at Sarmasterchak Para, Police Station Bishnupur, District South 24 Parganas, Pin Code 743 512 [PAN AOYPR7998Q] (Vendor, includes successors-in-interest)

And

3.2 ESTHER BUILDCON PVT. LTD., a company incorporated under the Companies Act, 1956 [PAN AADCE5458Q, CIN U45400WB2013PTC198677], having its registered office at 55/1A, Strand Road, Room No.2, 5th floor, Police Station-Jorabagan, Kolkata-700 006, being represented by its authorized signatory Samir Das, son of Late Phani Bhushan Das (Purchaser, includes successors-in-interest).

Vendor and Purchaser jointly Parties and individually Party.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS:

- 4. Subject Matter of Conveyance
- Said Property: Sali Land measuring 4 (four) cottah or 7 (seven) 4.1 decimal, more or less, comprised in R.S./L.R Dag No. 34, recorded in L.R. Khatian No. 2996, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas (Said Property) together with right to use common passage And together with all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto and 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.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:



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- 5.1.1 Ownership of Ashutosh Mukhopadhayay: By a Deed of Conveyance dated 15th December, 1997 registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No.31, at Pages 219 to 232, being Deed No. 3463 for the year 1998, Asima Mondal, Shachi Rani Mondal, Panchi Bala Sing and Susama Sen jointly sold to Ashutosh Mukhopadhayay land measuring 19.8 (nineteen point eight) decimal, more or less, comprised in R.S./L.R. Dag No. 34, recorded in L.R. Khatian Nos. 104, 1685, 1001 & 1923, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas (Ashutosh's Property).
- 5.1.2 Sale to Anupam Ghosh And Another: By a Deed of Conveyance dated 15th December, 2000, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No.I, Volume No.43, at Pages 480 to 492, being Deed No.4089 for the year 2000, Ashutosh Mukhopadhayay sold to Anupam Ghosh and Arindam Ghosh (jointly Anupam Ghosh And Another) land measuring 4 (four) cottah, more or less, out of Ashutosh's Property, i.e. Said Property.
- 5.1.3 Sale to Ramen Naskar: By a Deed of Conveyance dated 23rd October, 2009, registered in the Office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.17, at Pages 5695 to 5707, being Deed No.5631 for the year 2009, Anupam Ghosh And Another jointly sold land measuring 2 (two) cottah, more or less, out of the Said Property to Ramen Naskar (First Portion of Said Property).
- 5.1.4 Sale to Pradip Mondal: By a Deed of Conveyance dated 23rd October, 2009, registered in the Office of the Additional District Sub-Registrar, Bishnupur, in Book No. I, CD Volume No. 17, at Pages 5610 to 5622, being Deed No. 5635 for the year 2009, Anupam Ghosh And Another jointly sold land measuring 2 (two) cottah, more or less, out of the Said Property to Pradip Mondal (Second Portion of Said Property).
- 5.1.5 Sale to Vendor: By a Deed of Conveyance dated 4th day of January, 2013, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 1, at Pages 968 to 984, being Deed No. 59 for the year 2013, Ramen Naskar and Pradip Mondal jointly sold the Said Property comprising of First Portion of Said Property and Second Portion of Said Property to Vendor.
- 5.1.6 Records of Rights: The Vendor has recorded her name in the records of the Land Reforms Office, vide L.R. Khatian No. 2996.



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- 5.1.7 Absolute Ownership of Vendor: In the aforesaid circumstances, by virtue of purchase and records of rights, the Vendor has become the absolute owner of the Said Property.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents warrants and covenants 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 declare that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 No Excess Land: The Vendor do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or 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 Preemption: No person or persons whosoever have/had/has any right of preemption 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 attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and



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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 from the Vendor.

7. Transfer

Hereby Made: The Vendor hereby sells, conveys and transfers to 7.1 the Purchaser 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 Land measuring 4 (four) cottah or 7 (seven) decimal, more or less, comprised in R.S./L.R Dag No. 34, recorded in L.R. Khatian No. 2996, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas together with right to use common passage (Said Property) together with all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for drain, ways, water courses, ditches, fences, paths and all, manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto and together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor



Autorit. Dist. Sub-Registrar Bialinton 24 Pes.(S) 1 5 JAN 2015 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.26,00,000/- (Rupees Twenty Six Lacs only) 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, waqf, 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.
- Indemnification: The Vendor hereby expressly indemnifies about 8.2 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 Purchaser 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, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, 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 by reason of the aforesaid.



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- 8.3 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.
- 8.4 **Delivery of Possession:** The Vendor hereby handed over *Khas*, vacant and peaceful possession of the Said Property to the Purchaser.
- 8.5 Outgoings: The Vendor hereby declare that, 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, 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 Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.6 Holding Possession: The Vendor hereby covenants that the Purchaser and the Purchaser's 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 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.
- 8.7 No Objection to Mutation: The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) 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 in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 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 every request and at the cost of the Purchaser and/or Purchaser's 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.



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Schedule (Said Property)

Sali Land measuring 4 (four) cottah or 7 (seven) decimal more or less, comprised in R.S./L.R Dag No. 34, recorded in L.R. Khatian No. 2996, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas, delineated in the Plan attached herewith and bordered in colour Red thereon together with right to use common passage and is butted and bounded as follows:

On the North: By 12 ft wide road.

On the East : By Part of Dag No. 34

On the South : By 2 ft. wide drain thereafter 16 ft wide road

On the West : By Part of Dag No. 34

Together with 2' (two feet) wide land on road side for drain.

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.



Autori. Dis.s. So - Registrar Businuspur 24 Pgs.(S)

10. Execution and Delivery

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

Rupali Roy
(Rupali Roy)
[Vendor]
Director Authorised Signal 17)
(ESTHER BUILDCON PVT. LTD.)
(Authorised Signatory) [Purchaser]
[ar chaser]

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Father's Name <u>B</u>	AUTO- TOTAL AND AUTO- TOTAL AND AUTO- TOTAL AND AUTO- TOTAL AND AUTO-	Parhalled purt
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Drafted by,

Advocate High Court, Calcutta



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Receipt And Memo of Consideration

Received of and from the within named Purchaser the within mentioned sum of Rs.26,00,000/- (Rupees Twenty Six Lacs only) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

Draft No.	Date	Bank	Amount (Rs.) 4,00,000.00	
011345	15.01.2015	Indian Overseas Bank, Kalighat Br.		
011346	1346 15.01.2015 -do-		4,00,000.00	
011347	15.01.2015	-do-	4,00,000.00	
011348	15.01.2015	-do-	4,00,000.00	
011349	15.01.2015	-do-	4,00,000.00	
011350	15.01.2015	-do-	4,00,000.00	
011351	15.01.2015	-do-	2,00,000.00	
			26,00,000.00	

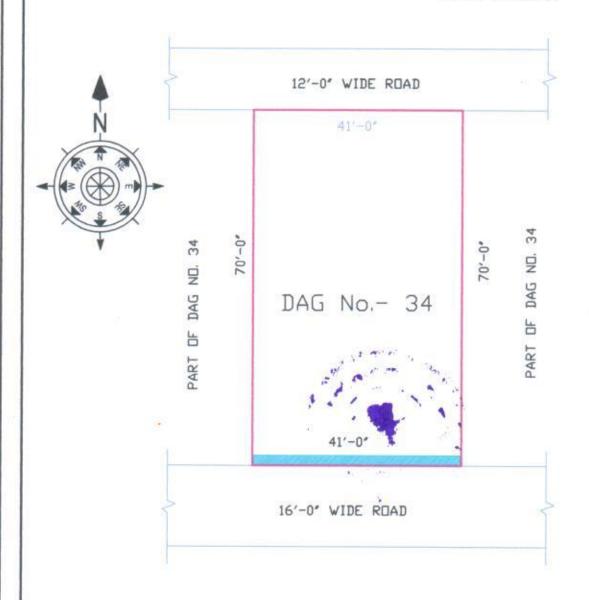
Rupoli Roy	
(Rupali Roy)	
[Vendor]	
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Signature Bour	un purkait
Name	
	(Rupali Roy) [Vendor] Signature Bour



Authorit. Dist. Sub-Registrar Bishnopur 24 Paz.(S)

SITE PLAN OF DAG NO.- 34 (PART), J.L. NO.- 79, MOUZA-DAULATPUR, P.S.- BISHNUPUR, 24 PARGANAS (SOUTH). UNDER- KULERDARI GRAM PANCHAYET.

AREA- 4 KATTHAS DR 7 DEC. (MDRE DR LESS)



Rupoli Roy

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SPECIMEN FORM FOR TEN FINGER PRINTS

РНОТО		Little	Ring (Left	Middle Hand)	Fore	Thumb
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	1 x cm					6
	S	Thumb	Fore (Right	Middle	Ring	Little
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	20		(Left	Hand)		
	Rupali				Ô	0
		Thumb	Fore (Right	Middle Hand)	Ring	Little
РНОТО		Little	Ring	Middle Hand)	Fore	Thumb
		Thumb	Fore (Right	Middle Hand)	Ring	Little



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Government Of West Bengal

Office Of the A.D.S.R. BISHNUPUR District:-South 24-Parganas

Endorsement For Deed Number: I - 00263 of 2015 (Serial No. 00247 of 2015 and Query No. 1613L000000395 of 2015)

On 16/01/2015

Payment of Fees:

Amount By Cash

Rs. 28603.00/-, on 16/01/2015

(Under Article : A(1) = 28589/- ,E = 14/- on 16/01/2015)

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

Certified that the required stamp duty of this document is Rs.- 130020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 49000/- is paid, by the draft number 674399, Draft Date 16/01/2015, Bank: State Bank of India, Amtala Bazar Branch, received on 16/01/2015
- 2. Rs. 49000/- is paid, by the draft number 674400, Draft Date 16/01/2015, Bank: State Bank of India, Amtala Bazar Branch, received on 16/01/2015

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

Presented for registration at 09.30 hrs on :16/01/2015, at the Private residence by Samir Das

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

Execution is admitted on 16/01/2015 by

- 1. Rupali Roy, wife of Ashok Roy , Village:Sarmasterchak Para, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Others

Authorized Signatory, Esther Buildcon Pvt. Ltd., 55/1 A, Strand Road, Room. No. 2, 5th Floor, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700006. , By Profession : Others

Identified By Ashok Roy, son of Biman Roy, Village:Pailan, Thana:-Bishnupur, P.O. :-Pailan, District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Business.

(Abu Hena-Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

On 19/01/2015

(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

EndorsementPage 1 of 2

19/01/2015 11:30:00



Audel, Dts., Sub-Registrer Behnupur 24 Pax.(S)

1 9 JAN 2015



Office Of the A.D.S.R. BISHNUPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 00263 of 2015 (Serial No. 00247 of 2015 and Query No. 1613L000000395 of 2015)

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.

Deficit stamp duty

Deficit stamp duty Rs. 31920/- is paid , by the draft number 674403, Draft Date 17/01/2015, Bank : State Bank of India, Amtala Bazar Branch, received on 19/01/2015

(Abu Hena Mobassir) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

19/01/2015 11:30:00

EndorsementPage 2 of 2



Audril. Dit. Sub-Registrer Bushnopur 24 Pas.(S)

19 JAN 2415

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 3804 to 3819 being No 00263 for the year 2015.



(Abu Hena Mobassir) 19-January-2015
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal