BS Associates, Advocates



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

T 657853

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CONVEYANCE

1. Date: 08/12/2019

See the self

- 2. Place: Kolkata
- 3. Parties:

Addi. Diac Sub-Registrer, Bishipar

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PRIYANKA DHOWMIK Advocate High Court, Calcutta

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- 3.1 Pranab Kumar Kundu, son of Late Prabhas Chandra Kundu, residing at 45, Dr. K.D. Mukherjee Road, Police Station Behala, Kolkata 700060, District South 24 Parganas [PAN BQXPK8076J]
- 3.2 Sikha Kundu, wife of Pranab Kumar Kundu, residing at 45, Dr. K.D. Mukherjee Road, Police Station Behala, Kolkata 700060, District South 24 Parganas [PAN BQEPK3052K] (collectively Vendors, includes successors-in-interest)

And

3.3 Ekaraj Housing Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Kolkata – 700 026, [PAN NO. AADCE4284G, CIN No. U45400WB2013PTC195348] being represented by its authorized signatory Swapan Saha, son of Late Gouronga Saha (Purchaser, includes successors-in-interest).

Vendors and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land measuring 3 (three) cottah or 5 (five) decimal, more or less, comprised in R.S./L.R. Dag No. 27, recorded in L.R. Khatian Nos. 1005 and 1714, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas together with right to use common passage (Said Property) 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

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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 Vendors 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 Vendors represent, warrant and covenant regarding title as follows:
- 5.1.1 Ownership of Akhil Kumar Naskar: Akhil Kumar Naskar was the absolute owner of sali land measuring 22 (twenty two) decimal comprised in R.S. Dag Nos. 27, recorded in R.S. Khatian No. 326, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Flanchayet, Additional District Registration Office Bishnupur, District South 24 Parganas (Akhil's Property).
- 5.1.2 Demise of Akhil Kumer Naskar: Akhil Kumar Naskar, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind him surviving his 4 (four) sons, namely, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar, 3 (three) daughters, namely, Basanti Naskar, Ashima Mondal nee Naskar and Anima Naskar, as his only legal heirs and heiresses (collectively Legal Heirs Of Late Akhil Kumar Naskar), who jointly and in equal share inherited the entirety of Akhil's Property.



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- 5.1.3 Sale to Vendors: By a Deed of Conveyance dated 15th day of March, 1995 registered in the Office of the Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 12, at Pages 193 to 202, being Deed No. 972 for the year 1995, the Legal Heirs Of Late Akhil Kumar Naskar jointly sold land measuring 3 (three) cottah or 5 (five) decimal, more or less out of the Akhil's Property i.e the Said Property to Pranab Kumar Kundu (the Vendor No. 3.1) and Sikha Kundu (the Vendor No. 3.2).
- 5.1.4 Records of Rights: The Vendors subsequently recorded their names in the records of the Land Reforms Office, vide L.R. Khatian Nos. 1005 and 1714.
- 5.1.5 Absolute Ownership of Vendor: In the aforesaid circumstances, by virtue of purchase and records of rights, the Vendors have become the absolute owners of the Said Property.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have 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 Vendors 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 Vendors: The Vendors have 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,



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- 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 Vendors have 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 Vendors.
- 5.2.6 No Right of Proemption: No person or persons whosoever have/had/has any right of proemption 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 Vendors 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 liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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.



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5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

6.1.1 Sale of Said Property: The basic understanding between the Vendors and the Purchaser is that the Vendors 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 Vendors.

7. Transfer

Hereby Made: The Vendors hereby sell, convey and transfer to the 7.1 Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, land measuring 3 (three) cottah or 5 (five) decimal, more or less, comprised in R.S./L.R. Dag No. 27, recorded in L.R. Khatian Nos. 1005 and 1714, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas, together with right to use common passage And together with all benefits and advantages of ancient and other lights all yards, countyards, 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



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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 **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors 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.13,50,000/- (Rupees Thirteen Lacs Fifty Thousand only) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

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 Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.



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- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have 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 indemnify about the 8.2 correctness of the Vendors' title, Vendors' authority to sell and nonexistence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors 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.
- 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 Vendors, shall be borne, paid and discharged by the Vendors, with regard to



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which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 8.6 Holding Possession: The Vendors hereby covenant 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.7 No Objection to Mutation: The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake 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 Vendors hereby covenant that the Vendors or any person claiming under the Vendors, 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)

Land measuring 3 (three) cottah or 5 (five) decimal, more or less, comprised in R.S./L.R. Dag No. 27, recorded in L.R. Khatian Nos. 1005 and 1714, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari 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 Dag No. 27,

On the East : By Dag No. 27,

On the South

: By 2 ft. wide drain thereafter 16 ft wide road

On the West

: By Dag No. 27,

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 Vendors in the Said Property and appurtenances and inheritances for access and user thereof.



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

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Provab. Kumar Kundu (Pranab Kumar Kundu)	Sikha Kund (Sikha Kundu)
[Vend	lors]
Ourector Author	Sde
Ourector Author	SAF
Inop-	SderisedSignatory
Ourector Author	Signatory Private Limited Signatory)

Witnesses:	
Signature Prancy Kenne Kunde	Signature DebNath Nasta
Name	Name
Father's Name Pranal Kuma Kunda	Father's Name Lat Laxmiekanda Norkaz
Address 45 DR. K.D. Hukherjee	Address MPI - Daulat pur. P.o. Parlan
Road, Behala, Kalkata - 700060	P.S. Bishme Rus Cat - 7000109



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Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of 13,50,000/- (Rupees Thirteen Lacs Fifty Thousand only) 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 (Rs.)	Favouring	
Chq. No. 03.12.2014 325910		Indian Overseas Bank, Kalighat Br.	1,00,000.00	Pranab Kumar Kundu	
Chq. No. 325912	03.12.2014	-do-	1,00,000.00	Sikha Kundu	
DD No. 010070	03.12.2014	-do-	5,75,000.00	Pranab Kumar Kundu	
DD No. 010041	0 5 .12.2014	-do-	5,75,000.00	Sikha Kundu	
-		Total	13,50,000.00		

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2	
Franch Kumar Kundu	Sikha Kundu
(Pranab Kumar Kundu) [Vendo	(Sikha Kundu) rs]

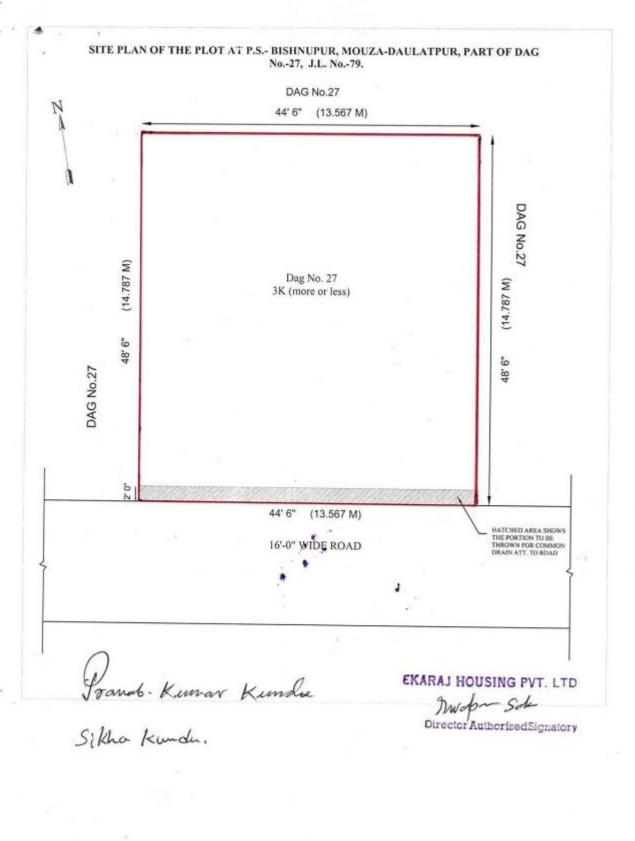
Witnesses:	
Signature Prancy Kunger Kunder	Signature DebNath Naskaz
Name	Name





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Drafted by Priyarka Bhownik Adv, High Court.



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SPECIMEN FORM FOR TEN FINGER PRINTS

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Government of West Bengal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. BISHNUPUR, District- South 24-Parganas

Signature / LTI Sheet of Serial No. 06261 / 2014, Deed No. (Book - I , 06488/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date	
Swapan Saha 122/1 R, Satyendranath Majumdar Sarani, , Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026	08/12/2014	LTI 08/12/2014	Swofen Sd- 8.12, 20014	

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Pranab Kumar Kundu Address -45 Dr. K. D. Mukherjee Road, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060	Self	08/12/2014	LTI 08/12/2014	Premal Keeman Keen
2	Sikha Kundu Address -45 Dr. K. D. Mukherjee Road, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060	Self	0	LΠ	Sikha kundu
			08/12/2014	. '08/12/2014	C
3	Swapan Saha Address -122/1 R, Satyendranath Majumdar Sarani, , Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026	Self	3	LTI	Sweper SM
			08/12/2014	08/12/2014	

Name of Identifier of above Person(s)

Pradip Mondal Village:Borhanpur, Thana:-Barahnagar, District:-South 24-Parganas, WEST BENGAL, India Signature of Identifier with Date

Prosi p mudal 8/12/2014

(Abu Hena Mobassir)

Page 1 of 1

08/12/2014

(ADU Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR



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Address Disc. Sets-Registrar Bishnepur 24 Fps.(S)

0 8 DEC 2014



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

Endorsement For Deed Number : I - 06488 of 2014 (Serial No. 06261 of 2014 and Query No. 1613L000015282 of 2014)

On 08/12/2014

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 14846.00/-, on 08/12/2014

(Under Article : A(1) = 14839/- ,E = 7/- on 08/12/2014)

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.-13,50,000/-

Certified that the required stamp duty of this document is Rs.- 67510 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

- Rs. 18420/- is paid , by the draft number 674126, Draft Date 08/12/2014, Bank : State Bank of India, Amtala Bazar Branch, received on 08/12/2014
- Rs. 49000/- is paid , by the draft number 674127, Draft Date 08/12/2014, Bank : State Bank of India, Amtala Bazar Branch, received on 08/12/2014

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

Presented for registration at 12.59 hrs on :08/12/2014, at the Office of the A.D.S.R. BISHNUPUR by Swapan Saha ,Claimant.

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

Execution is admitted on 08/12/2014 by

- Pranab Kumar Kundu, son of Lt. Prabhas Chandra Kundu, 45 Dr. K. D. Mukherjee Road, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700060, By Caste Hindu, By Profession: Others
- Sikha Kundu, wife of Pranab Kumar Kundu , 45 Dr., K. D. Mukherjee Road, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others

(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

EndorsementPage 1 of 2

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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 - 06488 of 2014 (Serial No. 06261 of 2014 and Query No. 1613L000015282 of 2014)

3. Swapan Saha

Authorized Signatory, Ekaraj Housing Private Limited, 122/1 R, Satyendranath Majumdar Sarani, , Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700026. , By Profession: Business

Identified By Pradip Mondal, son of Asit Mondal, Village:Borhanpur, Thana:-Barahnagar, District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Others.

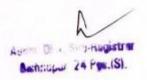
(Abu Hena Mobassir) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

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

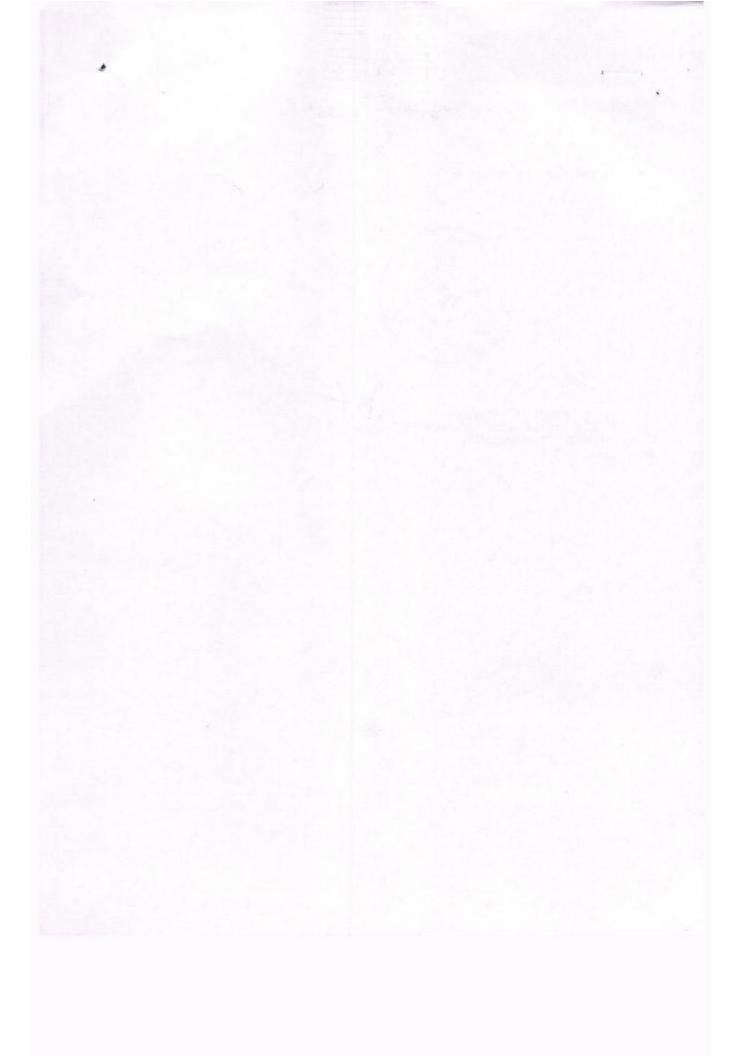
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EndorsementPage 2 of 2





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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 238 to 256 being No 06488 for the year 2014.



(Abu Hena Mobassir) 09-December-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal