

08234

D-07984/2014



21/10

20.50

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

certified that the document is admitted for registration, the signature sheets and the endorsement sheets attached with this document are part of this document T 657851



[Signature]
 District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Alipore, South 24 Parganas
 21 OCT 2014

CONVEYANCE

1. Date: 21/10/2014
2. Place: Kolkata
3. Parties:

Sl. No. 33624 DATE
NAME
ADD
AMT 100k

27 OCT 2014

PRIYANKA DROWMIK
Advocate
High Court, Calcutta

Priyanka Ghosh

DI.
21.10.14
V.C.No. 1634/14



V.C.No.
3491

EVARAJ PROJECTS PVT LTD

Priyanka Ghosh
Director/Authorized Signatory

Rohit
MOURUN GHOSH
LICENSING OFFICER
KOLKATA REGISTRATION OFFICE

V.C.No.
3492



21 OCT 2014

Puspall Sen alias

Purn pal Sen



V.C.No.
3493
21 OCT 2014



Krishna Sen

Arina
District Sub-Registrar-IV
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Debnatu Nasker
c/o Laamikaanta Naska 2
VII - Daulat Pur.
P.O. Pailan
P.S. - Bishnu Pur
Dist - 24 P.g. (S) BUSINESS

- 3.1 **PUSPAL SEN alias PUMPAL SEN**, son of Haripada Sen, residing at 9/4, Sarkar Hut Lane, Post Office Sarsuna, Police Station Thakurpukur, Kolkata-700061 [**PAN ATOPS8868B**]
- 3.2 **KRISHNA SEN**, wife of Puspal Sen *alias* Pumpal Sen, residing at 9/4, Sarkar Hut Lane, Post Office Sarsuna, Police Station Thakurpukur, Kolkata-700061 Police Station Thakurpukur [**PAN BMJPS4841K**]
(collectively **Vendors**, includes successors-in-interest)

And

- 3.3 **EVARAJ PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 55/1A, Strand Road, Police Station Jorabagan, Kolkata-700006, [**PAN AADCE5417D, CIN U45400WB2013PTC198618**] being represented by its authorized signatory Priyanka Ghosh, wife of Atanu Ghosh (**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:** *Sali* land measuring 8.25 (eight point two five) decimal, more or less, out of 88 (eighty eight) decimal, comprised in R.S. *Dag* No. 117, corresponding to L.R. *Dag* No. 116, recorded in L.R. *Khatian* No. 391, *Mouza* Sarmasterchak, J.L. No.17, Police Station Bishnupur, within Kulardari *Gram Panchayet*, 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 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 88 (eighty eight) decimal, more or less,




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comprised in R.S. *Dag* No. 117, corresponding to L.R. *Dag* No. 116, recorded in R.S. *Khatian* No. 77, *Mouza* Sarmasterchak, J.L. No.17, Police Station Bishnupur, within Kulardari *Gram Panchayet*, District South 24 Parganas (**Mother Property**).

- 5.1.2 **Demise of Akhil Kumar 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, Nayan Kumar Naskar, Bhuban Kumar Naskar and Mohan Kumar Naskar and 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 the Mother Property.
- 5.1.3 **Sale to Ashutosh Mukhopadhyay:** By a Deed of Conveyance dated 20th August, 1996, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 30, Pages 205 to 216, being Deed No. 2831 for the year 1996, the Legal Heirs Of Late Akhil Kumar Naskar jointly sold to Ashutosh Mukhopadhyay land measuring 72 (seventy two) decimal, more or less, out of the Mother Property (**Larger Property**).
- 5.1.4 **Sale to Sudhir Chandra Sarkar:** By a Deed of Conveyance dated 23rd August, 1996, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 30, at Pages 339 to 350, being Deed No. 2869 for the year 1996, Ashutosh Mukhopadhyay sold to Sudhir Chandra Sarkar land measuring 8.25 (eight point two five) decimal, more or less, including 2 feet wide land on road side for drain out of the Larger Property, i.e. the Said Property, being the subject matter of sale.
- 5.1.5 **Records of Rights:** Subsequently, Sudhir Chandra Sarkar has recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 391.
- 5.1.6 **Sale to Vendors:** By a Deed of Conveyance dated 17th December, 2008, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 23, at Pages 2634 to 2645, being Deed No. 5885 for the year 2008, Sudhir Chandra Sarkar sold to the Vendors the entirety of the Said Property.
- 5.1.7 **Absolute Ownership of Vendors:** In the aforesaid circumstances, 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



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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, 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 Preemption:** No person or persons whatsoever 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 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.
- 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.




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6. Basic Understanding

- 6.1 **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

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, described in the **Schedule** below, being *sali* land measuring 8.25 (eight point two five) decimal, more or less, out of 88 (eighty eight) decimal, comprised in R.S. *Dag* No. 117, corresponding to L.R. *Dag* No. 116, recorded in L.R. *Khatian* No. 391, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within *Kulardari Gram Panchayet*, 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, 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 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.18,00,000/- (Rupees Eighteen Lacs 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*,



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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.

- 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.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' 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 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.
- 8.2.2 **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:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendors 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, 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 which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **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




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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.

- 8.6 **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.
- 8.7 **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.


Schedule
(Said Property)

Sali land measuring 8.25 (eight point two five) decimal, more or less, out of 88 (eighty eight) decimal, comprised in R.S. *Dag* No. 117, corresponding to L.R. *Dag* No. 116, recorded in L.R. *Khatian* No. 391, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within *Kulardari Gram Panchayet*, 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 16 feet wide Common Passage
On the East	: By R.S. <i>Dag</i> No. 117 (P).
On the South	: By 16 feet wide Common Passage
On the West	: By R.S. <i>Dag</i> No. 117 (P)

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 Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.




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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.

<p>Puspall Sen alias Puspall Sen <u>(PUSPAL SEN alias PUMPAL SEN)</u></p>	<p>Krishna Sen <u>(KRISHNA SEN)</u></p>
[Vendors]	
<p>EVARAJ PROJECTS PVT LTD. Priyanka Ghosh <i>Director, Authorised Signatory</i> <u>(EVARAJ PROJECTS PRIVATE LIMITED)</u> (Authorised Signatory) Priyanka Ghosh</p>	
[Purchaser]	

Witnesses:

Signature Debnath Dasgupta

Name _____

Father's Name Laxmi Kanta
Dasgupta

Address 41-Daulat pur

P.O.- Pailah hat

Signature Piya Goswami

Name _____

Father's Name Sujit Goswami


Address A G/S Diamond Park

Kol - 104

Drafted by:

Atanvir Raiz
Advocate
Atipura Judges Court
Kol-27




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Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.18,00,000/- (Rupees Eighteen 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.)	Favouring
010093	20.10.2014	Indian Overseas Bank, Kalighat Branch	9,00,000.00	Puspal Sen
010096	-Do-	-Do-	9,00,000.00	Krishna Sen
		Total	18,00,000.00	

<p>Puspal Sen alias PUMPAL Sen</p> <p>(PUSPAL SEN alias PUMPAL SEN)</p>	<p>Krishna Sen</p> <p>(KRISHNA SEN)</p>
[Vendors]	

Witnesses:

Signature Debnath Meher

Name _____

Signature Piya Goswami

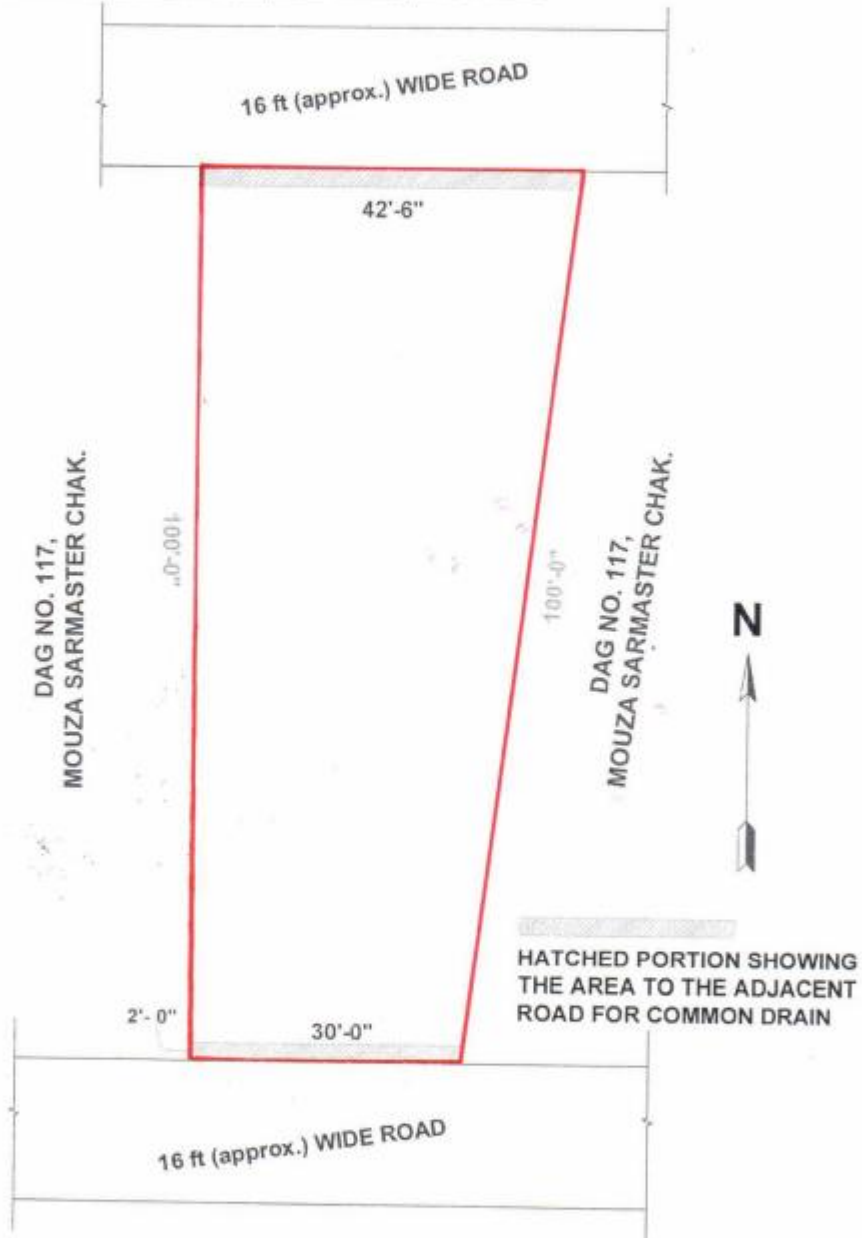
Name _____




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**MOUZA SARMASTER CHAK, J.L. NO. 17, R.S. DAG NO. 117,
L.R. DAG NO. 116, L.R. KHATIAN NO. 391, R.S. NO. 327,
P.S. : BISHNUPUR, DIST. : 24-PARGANAS (S)**

AREA OF LAND- 5 Kattha (8.25 Decimals) more or less.




Puspall Sen
alias Pumpsal Sen
Kushnasan

PROJECTS PVT LTD.

Prinyanka Ghosh
Director/ Authorised Signatory




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SPECIMEN FORM FOR TEN FINGER PRINTS

 <i>Puspall Sen</i>	<i>Puspall Sen</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
 <i>Krishna Sen</i>	<i>Krishna Sen</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
 <i>Priyanka Ghosh</i>	<i>Priyanka Ghosh</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
PHOTO		 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)					
	 Thumb	 Fore	 Middle	 Ring	 Little	
	(Right Hand)					




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Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07984 of 2014
(Serial No. 08234 of 2014 and Query No. 1604L000018121 of 2014)

On 21/10/2014

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

Presented for registration at 24.50 hrs on :21/10/2014, at the Private residence by Priyanka Ghosh ,Claimant.

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

Execution is admitted on 21/10/2014 by

1. Puspall Sen Alias Pumpal Sen, son of Haripada Sen , 9/4 Sarkar Hut Lane, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700061, By Caste Hindu, By Profession : Others
2. Krishna Sen, wife of Puspall Sen @ Pumpal Sen , 9/4 Sarkar Hut Lane, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700061, By Caste Hindu, By Profession : Others
3. Priyanka Ghosh
Authorised Signatory, Evaraj Projects Pvt Ltd, 55/1a Strand Rd, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700006.
, By Profession : Others
Identified By Debnath Naskar, son of Lakshmikanta Naskar, Daulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Business.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 22/10/2014

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.-26,40,000/-

Certified that the required stamp duty of this document is Rs.- 132010 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 28/10/2014

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, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV

28/10/2014 14:58:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07984 of 2014
(Serial No. 08234 of 2014 and Query No. 1604L000018121 of 2014)

Rs. 29068.00/-, on 28/10/2014

(Under Article : A(1) = 29029/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 28/10/2014)

Deficit stamp duty

Deficit stamp duty Rs. 132000/- is paid , by the draft number 265409, Draft Date 28/10/2014, Bank : State Bank of India, Alipore, (Calcutta), received on 28/10/2014

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



28/10/2014 14:58:00

(Tridip Misra)
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 46
Page from 1887 to 1901
being No 07984 for the year 2014.




(Tridip Misra) 28-October-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

