

0474.

I-514/15



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 043613

Handwritten notes in red ink:  
 22/1/15  
 Sale  
 Stamp on 100/-  
 29/02/2015

CONVEYANCE

1. Date: 29/01/2015
2. Place: Kolkata
3. Parties:

The endorsement (stamps) attached to this document are the part of this document

*[Signature]*  
 Addl. Dist. sub- Registrar,  
 Bishnupur, South West Pgs

02 FEB 2015

V.C  
148

Handwritten notes in black ink:  
 V.C. 29/1/15  
 29/1/15

22 DEC 2016

SL. NO. 48844 DATE.....  
NAME.....  
ADD.....  
S/N: 1001

**PRIYANKA DHOWMIK**  
Advocate  
High Court, Calcutta

Samir Das



V.C. T. 1  
289

**ESTHER BUILDCON PVT. LTD.**

Samir Das  
Director/Authorised Signatry

*Bluel*

**MOUSUMI GHOSH**  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



V.C. T. 1  
290

Soukate Guha Roy



*[Faint official text]*

*[Handwritten signature]*

Asstt. Dir. Sub-Registrar  
Behrampur 24 Pgs. (SI)

29. 07. 15

Deb Nath Naskar  
e/o Lat Laxmi Kanter Naskar  
VII - Daulat Pur, P.O. Pailan  
P.S. Bishnu Pur, Dist 24 Pgs

- 3.1 **SRILATA GUHA ROY**, wife of Apurba Kumar Guha Roy, residing at 301/N, Ramkrishna Sarani, Police Station Parnasree, Kolkata 700 060, [**PAN AKIPR6079E**]  
(**Vendor**, includes successors-in-interest)

**And**

- 3.2 **ESTHER BUILDCON PVT. LTD.**, a company incorporated under the Companies Act, 1956, having its registered office at 55/1A, Strand Road, Room No.2, 5th floor, Police Station-Jorabagan, Kolkata 700 006 [**PAN AADCE5458Q, CIN U45400WB2013PTC198677**], being represented by its Authorized Signatory Samir Das, son of Late Phani Bhushan Das [**PAN BUPPD7587M**]  
(**Purchaser**, includes successors-in-interest).

Vendor and Purchaser jointly **Parties** and individually **Party**.

**NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** *Sali* land measuring 2 (two) *cottah*, more or less, comprised in R.S./L.R. *Dag* No. 27, recorded in L.R. *Khatian* No. 1726, *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**

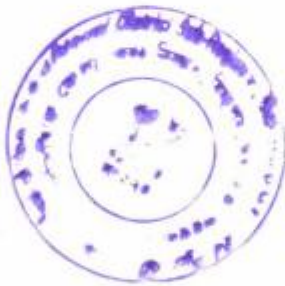
- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents warrants and covenants regarding title as follows:



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Addm. Div. Sub-Registrar  
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- 5.1.1 **Ownership of Akhil Kumar Naskar:** Akhil Kumar Naskar was seized and possessed of and/or otherwise well and sufficiently entitled to the *sali* land measuring 22 (twenty two) decimal, more or less, comprised in R.S. *Dag* No. 27, recorded in R.S. *Khatian* No. 326, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas (**Akhil's 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, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar, 3 (three) daughters, namely, Basantee Naskar *alias* Basanti Naskar, Ashima Mondal nee Naskar and Anima Naskar, as his only legal heirs and heiresses (collectively **Legal Heirs of Akhil Naskar**), who jointly and in equal share inherited the entirety of Akhil's Property.
- 5.1.3 **Sale to Vendor:** By a Deed of Conveyance dated 5<sup>th</sup> day of October, 1994, registered in the Office of the Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 47, at Pages 11 to 20, being Deed No. 4238 for the year 1994, the Legal Heirs of Akhil Naskar jointly sold the Said Property, i.e. land measuring 2 (two) *cottah*, more or less, out of the Akhil's Property, to Srilata Guha Roy (the Vendor).
- 5.1.4 **Records of Rights:** The Vendor subsequently recorded her name in the records of the Block Land And Land Reforms Office, vide L.R. *Khatian* 1726.
- 5.1.5 **Absolute Ownership of Vendor:** In the aforesaid circumstances, 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 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 or the West Bengal Estates Acquisition Act, 1953.




  
Asstt. Dist. Sub-Registrar  
Bishnour 24 Pgs.(S)

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- 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 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 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, debentures, trusts, prohibitions, Income Tax attachment, 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 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.



  
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## 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

- 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, described in the **Schedule** below, being *sali* land measuring 2 (two) cottah, more or less, comprised in R.S./L.R. *Dag* No. 27, recorded in L.R. *Khatian* No. 1726, *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 **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 **Total Consideration:** Thus, aforesaid transfer is being made in a total consideration of a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) paid by the Purchaser to the Vendor.

## 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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Asstt. Dist. Sub-Registrar  
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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, 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.
- 8.2 **Indemnification:** The Vendor hereby expressly indemnifies about 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's in law, trust and equity, shall, at all times hereafter, indemnify 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 declares 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



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Admin. Div. Sub-Registrar  
Bishnupur 24 Pgs. (S)

29-06-15

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 attorneys of the Vendor's 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's 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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Biharpur 24 Pgs.(S)

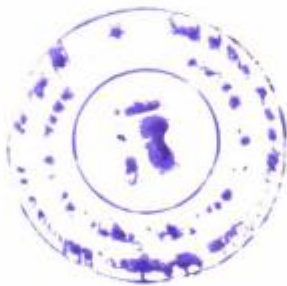
29-09-15

**Schedule**  
**(Said Property)**

*Sali* land measuring 2 (two) *cottah*, more or less, comprised in R.S./L.R. *Dag* No. 27, recorded in L.R. *Khatian* No. 1726, *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 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 roadside for drain **And Together with** all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, 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 **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.



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Asstt. Dir. Sub-Registrar  
Badrinar 24 Pgs. (SI)

29-09-15



**9. Execution and Delivery**

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

<p><i>Srilata Guha Roy.</i></p> <p><b>(SRILATA GUHA ROY)</b></p> <p><b>[Vendor]</b></p>
<p><b>ESTHER BUILDCON PVT. LTD</b></p> <p><i>Samir Datta</i></p> <p><b>Director/ Authorised Signa' .</b></p> <p><b>(ESTHER BUILDCON PVT. LTD.)</b></p> <p>Authorised Signatory</p> <p><b>[Purchaser]</b></p>

**Witnesses:**

Signature <u>Debu Sardar</u>	Signature <u>Debnath Naskar</u>
Name <u>DEBU SARDAR</u>	Name <u>DEBNATH NASKAR</u>
Father's Name <u>Lat. Parash ch Sardar</u>	Father's Name <u>Lat Laxmikanta Naskar</u>
Address <u>vill-Rajarampur. P.O- Angachia P.S Bishnu Pur</u> Dis- South 24 (P.S), Kat-104	Address <u>VII-Daulat Pur P.O Paulam P.S, Bishnu Pur. Cal-700104</u>

Drafted by,  
*Sujata Ghosh*  
Advocate  
High Court, Calcutta



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Asstt. Dir. Sub-Registrar  
Bishnupur 24 Pgs. (S)

29-09-15

### Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lakhs only) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

RTGS	Date	Bank	Amount (Rs.)
UTR NO. <u>IOBAR</u> <u>52015012900082589</u>	29.01.2015	Indian Overseas Bank, Kalighat Br.	10,00,000/-
		<b>Total</b>	<b>10,00,000/-</b>

*Srilata Guha Roy*

(SRILATA GUHA ROY)

[Vendor]

#### Witnesses:

Signature Debu Sardar : Signature Debnath Naskar

Name DEBU SARDAR : Name DEBNATH NASKAR



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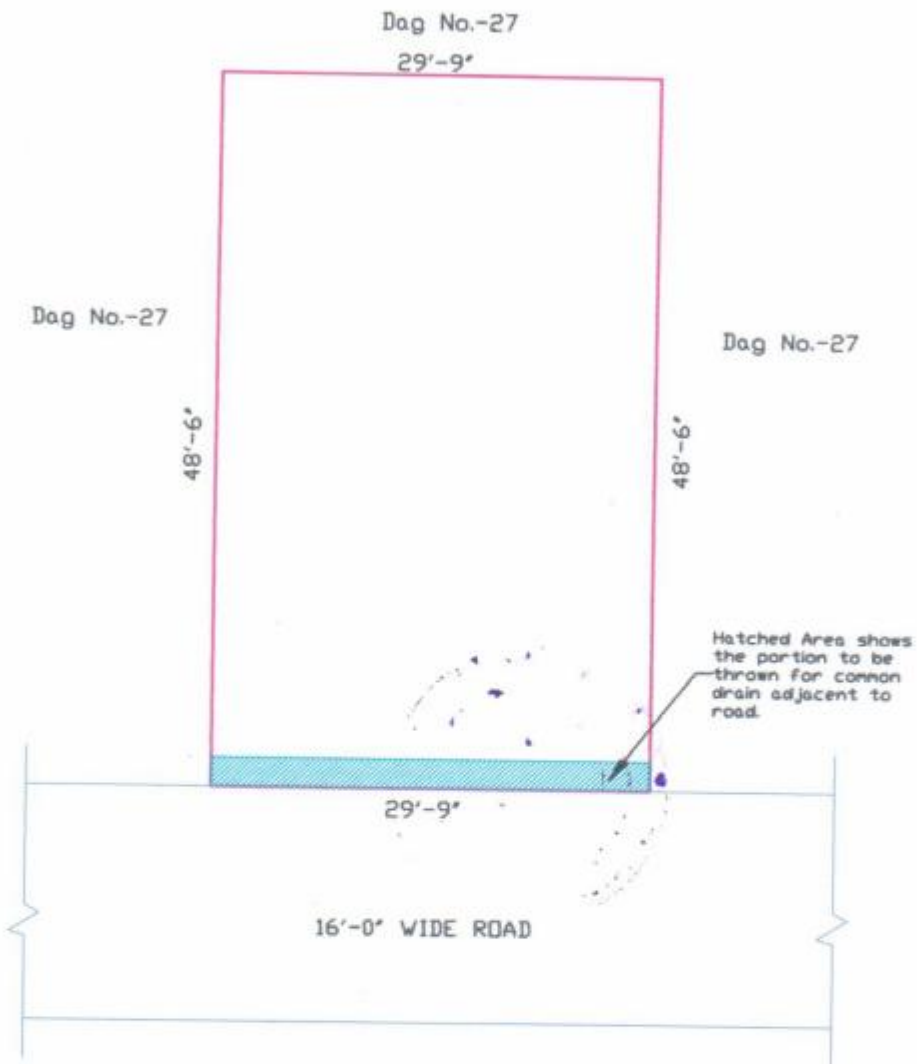
Admin. Div. Sub-Registrar

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29-01-15

SITE PLAN OF THE PLOT AT P.S. BISHNUPUR, MOUZA DAULATPUR, DAG No. 27

Area of Plot: 2 Kattha



**ESTHER BUILDCON PVT. LTD**

*Samin Datta*  
Director/Authorized Signat

*Swilata Guha Roy.*



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Asstt. Dir., Sub-Registrar  
Bangalore 24 Pns. (SI)

29. 1. 15

**SPECIMEN FORM FOR TEN FINGER PRINTS**

PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	Samin Das					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	Swilata Gukh Roy					
		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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Asstnt. Dist. Sub-Registrar  
Bairambur 24 P.W.(S)

29. 01. 15





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

**Endorsement For Deed Number : I - 00514 of 2015**  
**(Serial No. 00474 of 2015 and Query No. 1613L000000880 of 2015)**

**On 29/01/2015**

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

Presented for registration at 14.55 hrs on :29/01/2015, at the Private residence by Samir Das ,Claimant.

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

Execution is admitted on 29/01/2015 by

1. Srilata Guha Roy, wife of Apurba Kumar Guha Roy , 301/ N, Ramkrishna Sarani, Thana:-Parnashree, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
2. Samir Das  
Authorized Signatory, Esther Building Pvt. Ltd., 55/1 A, Strand Road, Room No. 2, 5th Floor, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700005.  
, By Profession : Business

Identified By Debnath Naskar, son of Lt. Lahmikanta Naskar, Village:Daulatpur, Thana:-Bishnupur, P.O. :-Pailan, District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Others.

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

**On 30/01/2015**

**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 assessed at Rs.-10,00,000/-

Certified that the required stamp duty of this document is Rs.- 50020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

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

**On 02/02/2015**

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

**Payment of Fees:**

Amount By Cash

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

02/02/2015 12:33:00

EndorsementPage 1 of 2



Auditor, U.P. Sub-Registrar  
Behror, 24 Pps. (S)

0 2 FEB 2015



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

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**Endorsement For Deed Number : I - 00514 of 2015**  
**(Serial No. 00474 of 2015 and Query No. 1613L000000880 of 2015)**

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Rs. 11003.00/-, on 02/02/2015

( Under Article : A(1) = 10989/- ,E = 14/- on 02/02/2015 )

**Deficit stamp duty**

Deficit stamp duty Rs. 50020/- is paid , by the draft number 331937, Draft Date 30/01/2015, Bank :  
State Bank of India, AMTALA, received on 02/02/2015

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

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





Audri. Ut. Sidi-nagistrar  
Bachnempur 24 Ppc.(S)

0 2 FEB 2015

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 2  
Page from 1814 to 1829  
being No 00514 for the year 2015.



(Abu Hena Mobassir) 02-February-2015  
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR  
Office of the A.D.S.R. BISHNUPUR  
West Bengal