

01516

1599/2015

20/2
11.50
347/15



पश्चिमबङ्ग 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.

[Signature]
District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
20 FEB 2015

THIS INDENTURE made this 20th day of February,
Two Thousand Fifteen **BETWEEN PRAGATI DAS**, daughter of
Minaksha Bhusan Das, residing at A-12 Nabapally, Haltu,
Police Station Kasba, Kolkata - 700 107, hereinafter referred
to as the **VENDOR** (which expression shall unless excluded
by or repugnant to the subject or context be deemed to mean
and include her heirs, executors, administrators, legal
representatives and assigns) of the **ONE PART AND ETAKA
HOMES PRIVATE LIMITED**, having CIN
U45400WB2013PTC198405, having PAN AADCE5323L, a

V.C. No. 356/15

218606

Sold to.....
Address.....
Value. 100
17 FEB 2015
L.S.V., High Court Sujit Sarkar High Court, A S

VICTOR MOSES & CO.
Solicitors & Advocates
6, Old Post Office Street
Kolkata-700 001

Sujit Sarkar

V.C.T.1
No. 660

ETAKA HOMES PVT. LTD.

Sujit Sarkar
Director/Authorised Signatory



V.C.T.1
No. 661

Pragati Das

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

20 FEB 2015

Subhrajit Banerjee
S/o Late Sankar Banerjee
65, Bando Ali Pally,
Kolkata - 700070.

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, being represented by its authorized signatory Sujit Sarkar, having PAN FDPPS1189M, son of Alok Sarkar, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART**:

W H E R E A S:

A) Akhil Kumar Naskar was the owner of land measuring 47 (forty seven) decimal, more or less, comprised in R.S./L.R. Dag No. 28, recorded in R.S. *Khatian* No. 326, *Mouza* Daulatpur, J.L. No.79, within Kulerdari Gram Panchayet, Police Station Bishnupur, District South 24 Parganas (**Akhil Kumar Naskar's Property**).

B) Akhil Kumar Naskar, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his 4 (four) sons, namely, (i) Jiban Kumar Naskar, (ii) Nayan Kumar Naskar, (iii) Bhuban Kumar Naskar and (iv) Mohan Kumar Naskar and 3 (three) daughters, namely, (i) Basantee Naskar, (ii) Ashima Mondal and (iii) Anima Naskar as his only legal heirs and heiress (collectively **Legal Heirs Of Late Akhil Kumar Naskar**), who inherited the entirety of Akhil Kumar Naskar's Property.

C) By a Deed of Conveyance dated 15th March, 1995, registered in the Office of the Sub-Registrar of Bishnupur, South 24 Parganas, in Book No. I, Volume No. 12, at Pages 203 to 212, being Deed No. 973 for the year 1995, the Legal Heirs Of Late Akhil Kumar Naskar sold to Bharati Chatterjee land measuring 2 (two) *cottah* 8 (eight) *chittacks* equivalent to 4.13 decimal, more or less, out of Akhil Kumar Naskar's Property (hereinafter referred to as the **Said Property**) more fully and particularly described in the Schedule thereunder as also in the **Schedule** hereunder written. After such purchase she recorded her name in the records of the Land Reforms Office, vide L.R. *Khatian* No. 1279.

D) Bharati Chatterjee, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind her surviving her husband Tapan Kumar Chatterjee and one son, namely Ritwik Chatterjee as her only legal heirs (jointly **Legal Heirs Of Late Bharati Chatterjee**), who inherited the entirety of Said Property.

E) By a Deed of Conveyance dated 22nd December, 2014, registered in the Office of the District Sub-Registrar- IV, South 24 Parganas, in Book No. I, Volume No. 57, at Pages 1163 to 1187, being Deed No. 09632 for the year 2014, the Legal Heirs Of Late Bharati Chatterjee sold to the Vendor the entirety of the Said Property more fully and particularly described in the Schedule thereunder as also in the Schedule hereunder written.

F) Thus, the Vendor is now seized and possessed of and/or otherwise well and sufficiently entitled to all that undivided *Sali* land measuring 2 (two) *cottah* 8 (eight) *chittacks* equivalent to 4.13 decimal, more or less, comprised in R.S./L.R. *Dag* No. 28, recorded in L.R. *Khatian* No. 1279, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas, being the Said Property.



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas.

20 FEB 2015

G) The Purchaser along with its sister concerns and/or group companies shall also purchase land adjacent and contiguous to the Said Property situate lying at Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, in different dag and Khatian numbers in the District of South 24-Parganas (hereinafter referred to as the **Said Second Property**).

H) The Purchaser has expressed its intension to the Vendor to purchase the Said Property from the Vendor and amalgamate the Said Property and Said Second Property (hereinafter referred to as the **Said Total Property**) and construct a residential project upon the Said Total Property after obtaining a sanction plan from the 24-Parganas Zila Parishad.

I) Being satisfied with the proposal of the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase all that the Said Property free from all encumbrances, charges, liens, lispence, acquisitions, requisitions trusts of whatsoever nature at and for the consideration of Rs.25,000/- (Rupees Twenty Five Thousand only) paid by the Purchaser to the Vendor and transferring and conveying 30% (thirty percent) of the super built up constructed area of the residential project (including 30% covered car parking space) attributable to the Said Property (hereinafter referred to as the **Vendor's Allocation**) within 8 (eight) years from the date of execution hereof subject to force majeure and on the terms and conditions contained in an Agreement executed along with.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.25,000/- (Rupees Twenty Five Thousand only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge) and in further consideration of and subject to the Purchaser constructing and erecting the residential project comprising of multi-storied buildings together with open and covered car parking spaces on the Said Total Property (hereinafter referred to as the said **Project**) within 8 (eight) years from the date of execution hereof subject to force majeure and allocating and transferring to the Vendor as owner thereof proportionate 30% (thirty percent) of the super built up constructed area of the residential project (including 30% covered car parking space) attributable to the Said Property (hereinafter referred to as the **Vendor's Allocation**), the Vendor doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser **All That** the piece and parcel of undivided *Sali* land measuring 2 (two) *cottah* 8 (eight) *chittacks* equivalent to 4.13 decimal, more or less, comprised in R.S./L.R. *Dag* No. 28, recorded in L.R. *Khatian* No. 1279, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within *Kulerdari Gram Panchayet*, District South 24 Parganas, more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as the **Said Property**) **OR HOWSOEVER OTHERWISE** the **Said Property** or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished together with all areas sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the **Said Property** or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or



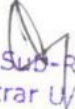
[Signature]
District Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas,
20 FEB 2015

member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof together with all deeds, pattahs, muniments of title whatsoever relating to the **Said Property** or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom it may procure the same without any action or suit **TO HAVE AND TO HOLD** the **said First plot of land** hereby sold granted, conveyed, transferred assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever;

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- a. **THAT NOTWITHSTANDING** any act, deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property hereby sold, granted, conveyed, transferred, assigned and intended so to be and every part or portion thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or to make void the same;
- b. **THAT NOTWITHSTANDING** any act, deed or thing or committed by the Vendor or any of his heirs, executors, administrators, legal representatives and the Vendor has good right full power and absolute authority to sell, grant, convey, transfer, assign and assure the Said Property and the rights properties appurtenances and premises hereby sold transferred and conveyed unto the Purchaser in the manner aforesaid;
- c. **AND THAT** the Said Property hereby sold, granted and conveyed or expressed so to be is now free from all encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, right of preemption, exchange, trusts, adverse possession, debutter or any type of encumbrance whatsoever or howsoever made or suffered by the Vendor or any persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor in the said property hereby sold in the manner aforesaid.
- d. **AND THAT** the Purchaser shall and may at all times hereafter peacefully and quietly hold possess and enjoy the same and every part thereof and receive the profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully claiming through from under or in law or trust for the Vendor or any of his heirs, executors, administrators, legal representatives and assigns.
- e. **AND FURTHER THAT** the Vendor and all persons having lawfully or equitably claiming any estate, right, title, interest, use, trust, property, claim and demand whatsoever and howsoever into, upon and in respect of the said property or any part or portion thereof through under or in trust for the Vendor or any of his heirs,




District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
20 FEB 2015

executors, administrators, legal representatives and assigns shall and will from time to time and at all times hereafter at the request cost and expenses of the Purchaser make, do, execute and perfect or cause to be made, done executed and perfected all such further and absolutely assuring, conveying and confirming the said property unto and to the use and benefit of the said Purchaser forever in the manner as aforesaid, as the said Purchaser shall or may reasonably require.

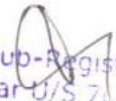
- f. **AND ALSO** the Vendor or her predecessors-in-title had not at any time done or executed or knowingly suffered or been part to any act deed or things whereby and whereunder the said property together with structures appurtenant thereto hereby sold, granted, transferred and conveyed or expressed or so to be or any part or portion thereof is or may be impeached or encumbered or affected in title or otherwise.
- g. **AND THAT** it is expressly recorded and declared that the transaction contemplated in this Deed of Conveyance is in pursuance of the Agreement dated 18th February, 2015 entered into between the Vendor herein, therein referred to as Vendor of the One Part and the Purchaser herein, therein referred to as Purchaser of the Other Part and the said Agreement dated 18th February, 2015 and the terms thereof are valid, subsisting and in full force for all purposes and intents.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of undivided *Sali* land measuring 2 (two) *cottah* 8 (eight) *chittacks* equivalent to 4.13 decimal, more or less, comprised in R.S./L.R. *Dag* No. 28, recorded in L.R. *Khatian* No. 1279, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within *Kulerdari Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas and butted and bounded in the manner following:

On the North : By Part of R.S. *Dag* No. 28
On the East : By Part of R.S. *Dag* No. 28
On the South : By 2 ft drain thereafter 16 feet Wide Road
On the West : By Part of R.S. *Dag* No. 28




District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
20 FEB 2015

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the **VENDOR** at Kolkata in the presence of:

1. *Subhrajit Bosejee*
S/o Late Sankar Bosejee
65, Bose Ali Pally, Kolkata-70
2. *Asis Mukhopadhyay Advocate*
Alipore Judge court-
WB 1662/81

Pragati Das

SIGNED SEALED AND DELIVERED by the **PURCHASER** at Kolkata in the presence of:

1. *Subhrajit Bosejee*
2. *Prakash Muddi*
12B, Lord Sinha Rd,
Kolkata-71,

ETAKA HOMES PVT. LTD.

Sujit Sankar
Director/Authorised Signatory

Drafted by:

Atanugir Reza F-1194/03
Advocate

Alipore Judge's Court




District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
20 FEB 2015

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.25,000/- (Rupees Twenty Five Thousand only) being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

Date	Cheque No.	Bank/Branch	Amount
20.02.2015	327111	Indian Overseas Bank, Kalighat	25,000.00
		Total:	Rs.25,000/-

(RUPEES TWENTY FIVE THOUSAND ONLY).

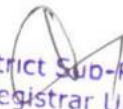
Pragati Das

(Signature of Vendor)















WITNESSES:

1. *Shubrayash Baerjee*
2. *Asis Mukhopadhyay Advocate*
Alpoor Judge Court




District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
20 FEB 2015

SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
 Sujit Sankar	Sujit Sankar					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
 Pragati Das	Pragati Das					
		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)						



[Handwritten Signature]
District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
20 FEB 2015



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

Endorsement For Deed Number : I - 01599 of 2015
(Serial No. 01516 of 2015 and Query No. 1604L000003471 of 2015)

On 20/02/2015

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

Presented for registration at 16.50 hrs on :20/02/2015, at the Private residence by Sujit Sarkar ,Claimant.

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

Execution is admitted on 20/02/2015 by

1. Pragati Das, daughter of Minaksha Bhusan Das , A 12 Nabapally Haltu, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107, By Caste Hindu, By Profession : Others
2. Sujit Sarkar
Authorized Signatory, Etaka Homes Pvt Ltd, 55/1a Strand Rd, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700006.
, By Profession : Others
Identified By Subhrangshu Banerjee, son of Late Sankar Banerjee, 65 Bande Ali Pally, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste: Hindu, By Profession: Others.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 23/02/2015

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.-8,08,500/-

Certified that the required stamp duty of this document is Rs.- 40435 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 24/02/2015

Payment of Fees:

Amount By Cash

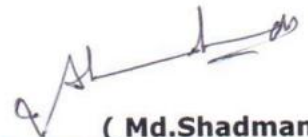
Rs. 8927.00/-, on 24/02/2015

(Under Article : A(1) = 8888/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 24/02/2015)

Deficit stamp duty

Deficit stamp duty Rs. 40300/- is paid , by the draft number 890655, Draft Date 23/02/2015, Bank : State Bank of India, Alipore, (Calcutta), received on 24/02/2015





(Md.Shadman)
DISTRICT SUB-REGISTRAR-IV

27/02/2015 11:24:00

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 - 01599 of 2015
(Serial No. 01516 of 2015 and Query No. 1604L000003471 of 2015)

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 27/02/2015

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, 4 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 45/- is paid , by the draft number 890793, Draft Date 26/02/2015, Bank : State Bank of India, Alipore, (Calcutta), received on 27/02/2015

(Md. Shadman)
DISTRICT SUB-REGISTRAR-IV



(Md.Shadman)
DISTRICT SUB-REGISTRAR-IV

Government of West Bengal
Office of the D.S.R. - IV SOUTH 24-PARGANAS
W.B. FORM NO. 1504

Date: 24/02/2015

Serial No.	01516/2015	Deed No.	Not Allotted
Presentant Name	Sujit Sarkar	Claimant Name	Sujit Sarkar
Executant Name	Pragati Das		
Type of Deed	Sale Document		
Market Value	Rs 8,08,500/-		
Addl. Transaction	Declaration(1)		

Fees & Standard User charges Paid (Break up as below) **Rs 9,102/-**

Stamp Duty Paid (Break up as below) **Rs 40,400/-**

1. By Cash * **Rs 9,102/-**

<u>SL.</u>	<u>No.*</u>	<u>Date *</u>	<u>Amount (Rs.)</u>
------------	-------------	---------------	---------------------

1. By Stamp **Rs 100/-**
2. By Draft/BC/SABR/Challan **Rs 40,300/-**

<u>SL. No.</u>	<u>No.*</u>	<u>Date *</u>	<u>Amount (Rs.)</u>
1.	890655	23/02/2015	40,300/-

Article :A(1)=8,888/-, E=7/-, H=28/-,M(b)=4/-,
By Cash* Amount includes Standerd User Charge of Rs 175/-
No* - Draft/Bankers Cheque/SABR/Challan No. Date *
-Draft/Bankers Cheque/SABR/Challan Date

Registering Officer
D.S.R. - IV SOUTH 24-PARGANAS

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 1218 to 1233
being No 01599 for the year 2015.



Shadman

(Md. Shadman) 02-March-2015
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

