

SE NO. 64480 DATE 184 JAN 2013
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Sujata Ghosh Advocate High Court Calcutta

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Identified By Systa Glash, Advocate High Cout at Coleutta



of Attorney dated 12<sup>th</sup> November, 2012, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. IV, CD Volume No. 5, at Pages 4141 to 4149, Being Deed No. 02828 for the year 2012]

[hereinafter jointly called and referred to as the **VENDORS**, which term or expression shall unless excluded by or repugnant to the subject or context mean and include their and each of their respective heirs, successors, executors, administrators, legal representatives and/or assigns] of **FIRST PART**;

#### A - N - D

EVERLINK HOUSING PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its Registered Office at Room No. 10, 10<sup>th</sup> Floor, 23A, Netaji Subhash Road, kolkata-700001, Police Station GOUTAM, represented by its director Gautam Chakraborty, son of Late Priyatosh Chakraborty, of Room No. 10, 10<sup>th</sup> floor, 23A, Netaji Subhash Road, Kolkata-700001, Police Station Hare Street [hereinafter called and referred to as the PURCHASER, which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest / office and/or assigns of SECOND PART;

### A - N - D

HAZRA SHEIKH, wife of Bablu Sheikh, by faith-Islam, by occupation-Housewife, residing at Badehooghly, Dak Chandpur, Ghosh Para, Post Office Malancha Mahinagar, Police Station Sonarpur, District South 24 Parganas, 700145 hereinafter called and referred to as the CONFIRMING PARTY [which term or expression shall unless excluded by or repugnant to the subject or context mean and include her heirs, successors, executors, administrators, legal representatives and/or assigns] of THIRD PART;

### W - H - E - R - E - A - S:

A. One Nebujan Bibi (since deacesed), wife of Late Nawabjan Sheikh, resident of Chandpur, Post Office Malancha Mahinagar, Police Station Sonarpur, District South 24 Parganas, was the recorded owner of ALL THAT piece or parcel of land classified as Bagan measuring about 9 (nine) decimal, more or less, comprising in R.S. /L.R. Dag No. 1326, Mouza Badehooghly, J.L. No.80, Police Station-Sonarpur, within the limits of Poleghat Gram Panchayat, District-South 24-Parganas, [hereinafter called and referred to as the Said Land, more fully and particularly mentioned and described in the Schedule hereunder written, vide R.S. Khatian No. 710. Subsequently her name was also recorded in the records of the Block Land And Land Reform Office, vide L.R. Khatian No. 471.

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- B. While she was seized and possessed of the Said Land, Nebujan Bibi, died intestate on 12th December, 2003, leaving her surviving 2 (two) daughters, namely, [1] Jobeda Sheikh (the Vendor No. 1 herein), wife of Kalo Sheikh and [2] Abeda Bibi, (since deacesed), wife of Late Golap Sheikh, as her only legal heiresses and successors who jointly and equally inherited the Said Land, each of having ½ (half) share therein i.e. 4.5 (four point five) decimal.
- C. Abeda Bibi, being one of the legal heiresses of Late Nebujan Bibi, died intestate, leaving behind her surviving her only son, namely, Bablu Sheikh (the Vendor No.2 herein) as her only legal heir and successor, who inherited the entire share of Late Abeda Bibi in the Said Land, being land measuring 4.5 (four point five) decimal.
- D. Thus, by virtue of aforesaid devolution of title and inheritance, JOBEDA SHEIKH and BABLU SHEIKH, being the Vendors herein, became the joint owners of the Said Land. And the Said Land is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever
- E. By a Power of Attorney dated 12th November, 2012, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. IV, CD Volume No. 5, at Pages 4141 to 4148, Being Deed No. 02828 for the year 2012, BABLU SHEIKH constituted, nominated and appointed his own son SAHID SHEIKH as his attorney and thus empowered and authorized him to sell, convey and transfer his undivided ½ (half) share in the Said Land in favour of intending purchaser. Further, the attorney was empowered to do all things, acts and deeds as to be necessary in connection there. Bablu Sheikh, being the Vendor No. 2 hereir. declare that, the said Power of Attorney has neither been cancelled, withdrawn, made inoperative or revoked by him and is valid and subsisting in full force and virtue as on this date.
- F. The Vendors herein have agreed to sell, convey and transfer the entirety of the Vendors' right, title and interest and the Purchaser has agreed to purchase the Said Land free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature at or for a consideration of Rs.14,50,000/- (Rupees fourteen lac and fifty thousand).

For perfecting the title of the Said Land the Confirming Party, being the wife of Vendor No. 2 has agreed to join this

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Conveyance to confirm the sale and transfer being made hereunder in favour of the Purchaser:

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said sum of Rs.14,50,000/- (Rupees fourteen lac and fifty thousand). only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors and the Confirming Party, in such proportion as mentioned in the Memo of Consideration, at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the Said Land) the Vendors do and each of them doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser and the Confirming Party doth hereby confirm the said grant sale transfer conveyance made hereunder in respect of Said Land, being **ALL THAT** piece or parcel of land classified as Bagan measuring about 9 (nine) decimal, more or less, comprising in R.S./L.R. Dag No. 1326 under R.S. Khatian No. 710 corresponding L.R. Khatian No. 471, Mouza Badehooghly, J.L. No.80, Police Station Sonarpur, within the limits of Poleghat Gram Panchayat, District South 24-Parganas OR HOWSOEVER OTHERWISE the Said Land or any part thereof now is or heretofore was situated, butted, bounded. called. known, numbered, described 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 Land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or 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 Vendors into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendors or any other person or persons from whom they may procure the same without any action or suit **TO HAVE AND TO HOLD** the Said 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 Vendors do and each of them doth hereby covenant with the Purchaser THAT **NOTWITHSTANDING** any act, deed or thing by the Vendors or their predecessors-in-title done or executed or knowingly to the contrary the Vendors are now lawfully, rightfully Billi By the fin and absolutely seized and possessed of or otherwise well and

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sufficiently entitled to the Said Land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed or thing whatsoever as aforesaid the Vendors have now in themselves good right, full power and absolute authority to grant, transfer and convey the Said Land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the Said Land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them **AND** that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the Said Land or any part thereof from under or in trust for them the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the Said Land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

### AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY FURTHER COVENANT WITH THE PURCHASER as follows:

THAT the Said Land together with structures appurtenant thereto hereby sold, granted and conveyed or expressed so to be is now free from all encumbrances including but  ${\bf NOT}$  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, exchange, wakfs, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever made or suffered by the Vendors or any persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors in the Said

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Land together with structures appurtenant thereto hereby sold in the manner aforesaid.

- The said Power of Attorney dated 11th November, 2012 duly registered before Additional District Sub-Registrar, Sonarpur, in Book No. IV, CD Volume No. 5, at Pages 4141 to 4149, Being Deed No. 02828 for the year 2012 whereby the BABLU SHEIKH constituted, nominated and appointed his own son SAHID SHEIKH, has neither been cancelled, withdrawn, made inoperative or revoked by Bablu Sheikh and is valid and subsisting in full force and virtue as on this date;
- AND THAT the Vendors shall and will make and affirm such affidavit or affidavits and sign all papers and documents as necessary for the purpose of effecting mutation of the Purchaser's name in the records of Block Land & Land Revenue Officer and/or also with such other statutory body or bodies.
- AND THAT the Vendors and the Confirming Party also declare and confirm that they are in khas and vacant possession of the Said Land together with structures appurtenant thereto and no one else has any right or interest therein or on any part or portion thereof as occupant or otherwise.
- AND THAT the Vendors herein declare and confirm that the Said Land has got no claim whatsoever with any Government Body and/or statutory body and/or any agency under the
- AND that pursuant to the Representations and Offer made by the **Vendors** to the Purchaser and the Purchaser, having relied upon the Representations of the Vendors as aforesaid and believing the same to be true and acting on faith thereof doth hereby complete the sale on the declaration by them that there is no defect in title of the Vendors and they do hereby assure and covenant with the Purchaser that in the event of there being any defect in Title and/or any claim from any third Party, or any of the representations is found to be incorrect or false, the Vendors and the Confirming Party shall cause such defect to be removed, remedied and at their own costs and expenses and have agreed to keep the Purchaser saved, harmless and fully indemnified from and against all loss, damage, costs [be it remote, consequential or any other type] charges, claims, actions, suits and proceedings by reason of any such defect in title and/or misrepresentation

17I4 Joleda Bibi by AND FURTHER THAT the Vendors shall and will pay all outstanding Municipal District Board or Panchayat Tax and taxes Government Revenues and all other impositions

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whatsoever due and payable by the Vendors or any of their ancestors or predecessors-in-title up to the date of these

The Confirming Party, being the wife of Vendor No. 2 has joined this Conveyance to confirm the sale and transfer made herein in favour of the Purchaser. And the Confirming Party further agreed that the Confirming Party shall have no claim, demand of any nature whatsoever at any point of time in future with regard to the same and to record her consent she has joined this Indenture has agreed to join in execution of this Indenture and confirm the sale.

### SCHEDULE (SAID LAND)

**ALL THAT** land classified as *Bagan* measuring about 9 (nine) decimal, more or less, comprising in R.S. / L.R. *Dag* No. 1326 under R.S. Khatian No. 710 corresponding L.R. Khatian No. 471, *Mouza* Badehooghly, J.L. No.80, Police Station Sonarpur, within the limits of Poleghat Gram Panchayat, District South 24-Parganas, which is butted and bounded as follows:

ON THE NORTH : By R.S. Dag No. 1324

ON THE EAST : By R.S. Dag No. 1325

ON THE WEST : By R.S. Dag No. 1326 (P)

ON THE SOUTH : By R.S. Dag No. 1327

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OF ASSURANCESI, NOLKATA
2 1 JAN 2013

 $\underline{\text{\bf IN WITNESS WHEREOF}}$  the Parties have hereunto set and subscribed their respective hands and seals the day month and year first above written. Read over & Enflain to

SIGNED SEALED AND DELIVERED by the said VENDORS at Kolkata in the presence of:

1. Marin M. Shoukh Go-Kozem Ali Shown. VIII-Budehoogly. PO. Nalaneta Makingar x4- 70045

2. N. Shakla I-2 mm 3 chambers Kolkaha-. J

SIGNED SEALED AND  $\underline{\textbf{DELIVERED}}$  by the said PURCHASER at Kolkata in the presence of:

5, C. R. Acme.

2. Sujota GRON. Advocate

High Coust at Calcutm.

Drafted by:

Sujota GROSH. Advocate

High Coust at Calcutta.

55124 ODS By Monion Shain Shaied Sheikh as contitute attorney of Buble Showkh

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EVERLINK HOUSING PRIVATE LIMITED That caboot Offector/Assection Si



ADDITIONAL RESERVOIR ADDITIONA

 $\underline{R\ E\ C\ E\ I\ V\ E\ D}$  by the Vendors and the Confirming Party of and from the within-named Purchaser the within-mentioned sum of Rs.14,50,000/- (Rupees fourteen lac and fifty thousand) being the consideration and money as per Memo below:-

### MEMO OF CONSIDERATION

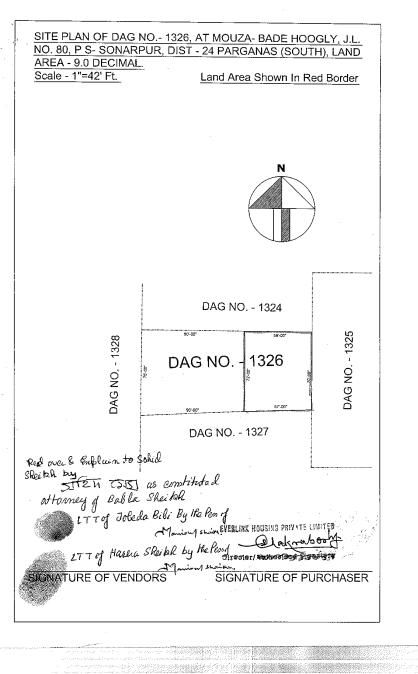
Mode	Bank	Date	Amount	Favouring	
Cheque 047428	Viiaua Bank	21-01-2013	50,000/-	Jobeda Bibi	
Shequer 0:47429	Vijana Bank	21.01.2013	11.50.000/-	Saled Sta	for Babl
Megue 047430	Vijacia Bank	21:01.2013	2,50000/-	Hazera Seph	Ste
7	0.1		Mary Commencer of Page 1		
		Total	14,50,000/-		]
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### Government Of West Bengal Office Of the A.R.A. - I KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 00531 of 2013

(Serial No. 00499 of 2013)

### On 21/01/2013

# 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.

### Payment of Fees:

### Amount by Draft

Rs. 16050/- 's paid , by the draft number 850598, Draft Date 21/01/2013, Bank Name State Bank or India, ESPLANADE, received on 21/01/2013

 $( \ Under \ Article : \ A(1) = 15939/- \ , E = 14/- \ , I = 55/- \ , M(a) = 25/- \ , M(b) = 4/- \ . Excess \ amount = 13/- \ on the control of the contro$ 21/01/2013)

### 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.-14,50,000/-

Certified that the required stamp duty of this document is Rs.- 72520 /- and the Stamp duty paid as: Impresive Rs.- 100/-

### Deficit stamp duty

Deficit stamp duty Rs. 72540/- is paid . by the draft number 850597, Draft Date 21/01/2013, Bank : State Bank of India, ESPLANADE, received on 21/01/2013

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

Presented for registration at 13.55 hrs on :21:01/2013, at the Office of the A.R.A. - I KOLKATA to Gautam Chakraborty .Claimant.

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

Execution is admitted on 21/01/2013 by

- Jobeda Bibi, wife of Lt Kalo Sheikh , Dihi Madanmolla Purbapara Dihi Madanmalia 34.
   Thana:-Baruipur, P.O.:- District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession House wife
- Hazra Sheikh, wife of Bablu Sheikh , Badehooghly, Dak Chandpur, Ghosh Para, Kolkata. Thana:-Sonarpur, P.O.:-Malancha Mahinagar ,District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145, By Caste Muslim, By Profession: House wife

 Gautam Chakraborty
 Director, Everlink Housing Pvt Ltd, 23 A, Netaji Subhas Road, Kolkata, Thana: Hare Street. P.C. District: Kolkata, WEST BENGAL, India. Pin: 70,0904
 , By Profession : Others

identified By Sujata Ghosh, wife by District:-Kolkata, WEST BENGAL, India

( Ashim ( 9 mar Ghosh ASSURANCE-I OF KOLKATA

Kolkala, Thana:-Nare Street, P.C.

ADDRAGRA REGISTRAR

Rm Spacer: By Caste, Hindu, By Profession Advan

21/01/2013 15:05:00

EndorsementPage 1 of 2



## Government Of West Bengal Office Of the A.R.A. - I KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 00531 of 2013

(Serial No. 00499 of 2013)

### **Executed by Attorney**

Execution by

Sahid Sheikh, son of Bablu Sheikh , Badehooghly, Dak Chandpur, Polghat, Thana:-Sonarpur, P.O. :-Malancha Mahinagar ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-743353 By Caste Muslim By Profession: Business, as the constituted attorney of Bablu Sheikh is admitted by him.

Identified By Sujata Ghosh, wife of . ., High Court, Kolkata, Thana:-Hare Street, P.O. :- District:-Kolkata, WEST BENGAL, India, Pin:-700001, By Caste: Hindu, By Profession: Advocate.

( Ashim Kumar Ghosh ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



21/01/2013 15:05:00

EndorsementPage 2 of 2

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.R.A. - I KOLKATA, District- Kolkata Signature / LTI Sheet of Serial No. 00499 / 2013

 $\boldsymbol{I}$  . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Gautam Chakraborty 23 A, Netaji Suphas Road, Kolkata, Thana:-Hare Street, P.O. :- District -Kolkata, WEST BENGAL, India, Pin :-700001		III	@Lakrabos 4 21/1/2013
	21/01/2013	21/01/2013	1

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

S! No. Admission of Execution By	Status	Photo	Finger Print	Signature

Jobeda Bibi Address -Dihi Madanmolla Purbapara, Dihi Madanmalla 34, Thana:-Baruipur, P.O.:-,District:-South 24-Parganas, WEST BENGAL, India,

21/01/2013



LTI of Joseda Bibi (B. 1) By the Por of

Sahid Sheikh Address -Badehooghly, Dak Chandpur, Polghat, Thana:-Sonarpur, P.O. :-Malancha Mahinagar District:-South 24-Parganas, WEST BENGAL, India, Pin :-743353

Confirming

Attorney







Hazra Sheikh Address -Badehooghly, Dak Chandpur, Ghosh Para, Kolkata, Thana:-Sonarpur, P.O. :-Malancha Mahinagar Pistrict -South 24-Parganas, WEST BENGAL, India, Pin :-700145

Gautam Chakraborty Address -23 A, Netaji Subhas Road, Kolkata, Thana:-Hare Street, P.O.:-,District:-Kolkata, WEST BENGAL, India, Pin:-700001





21/01/2013





21/01/2013

21/01/2013

Name of Identifier of above Person(s)

Sujata Ghosh High Court, Kolkata, Thana:-Hare Street, P.O. District:-Kolkata, WEST BENGAL, India, Pin:-200001

Signature of Identifier with Date
Systa Ghoff Achiveste
High lat Colasta
8/101/13 ASHIM KUMAR SHORIDANA
ADDL. REGISTRAR DE ASSURANCE-I OF KOLKATA
Office of the A.R.A. TIROLKATA

Page 1 of 1

21/01/2013

### Certificate of Registration under section 60 and Rule 69.

Registered in Book - ! CD Volume number 3 Page from 245 to 261 being No 00531 for the year 2013.



(Asion Kumar Ghosh) IT February-2013 ADDL, REGISTRAR OF ASSURANCE LOF KOLKATA Office of the ARAL-LKOLKATA West Benglid

### SPECIMEN FORM TEN FINGER PRINTS

SI. Signature o No. executants purchaser Presentants	and/or					
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OF ASSURANCES I, MOLKATA
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### SPECIMEN FORM TEN FINGER PRINTS

	SI. No.	Signature of the executants and/or purchaser Presentants			·		
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			Little	Ring	Middle (Left	Fore Hand)	Thumb
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			Little	Ring	Middle (Left	Fore Hand)	Thumb
	,						
			Thumb	Fore	Middle (Right	Ring Hand)	Little

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2 1 JAN 2013