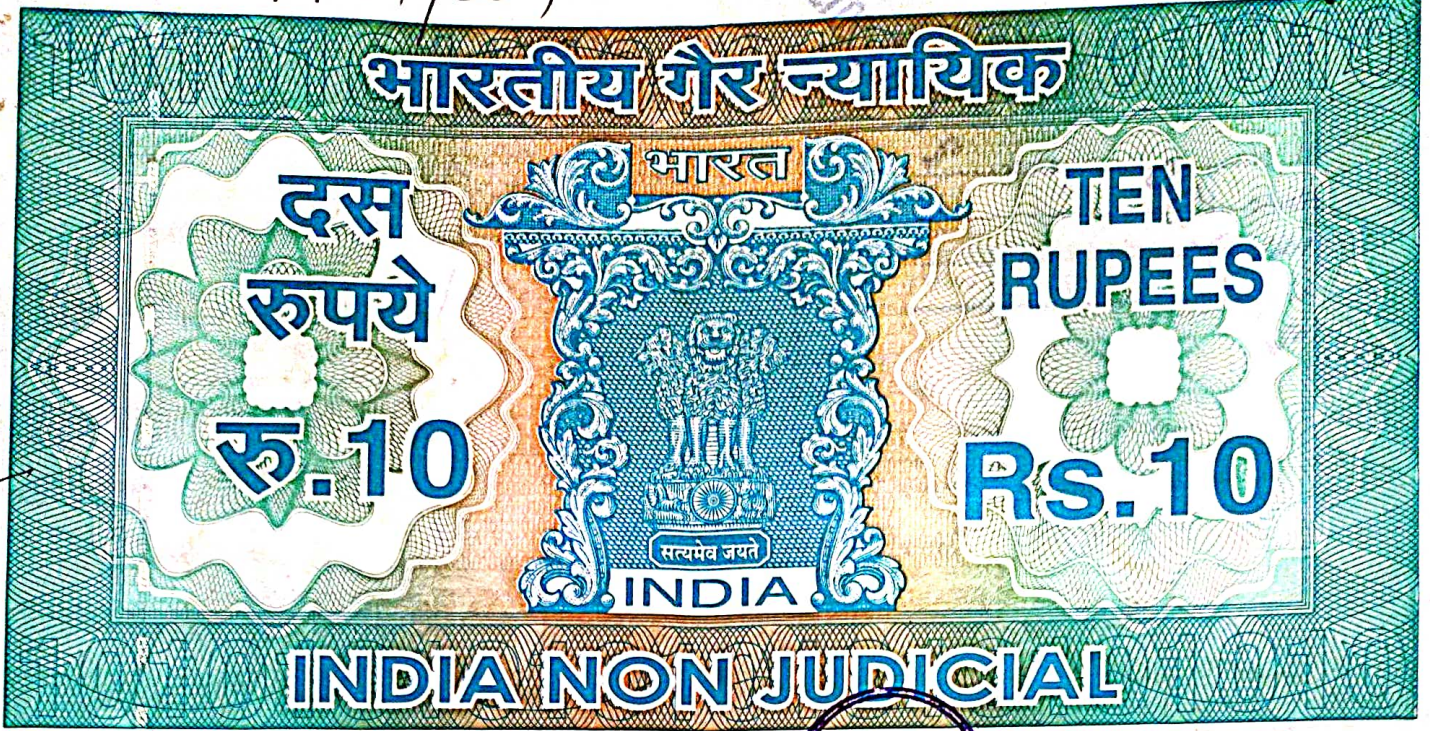


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16/254/19
₹ 13,00,000

15/8/2019
Additional Registrar of Assurances-IV, Kolkata

A.R.A. IV

34AB 878341

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Handwritten signature

Additional Registrar of Assurances-IV, Kolkata

CONVEYANCE

5 AUG 2019

1. Date: 5th August, 2019

2. Place: Kolkata

3. Parties:

3.1 Rita Biswas [PAN AGJPB0711C], wife of Gopal Chandra Biswas, nationality Indian, by faith Hindu, by occupation Housewife, residing at Block P, Flat No.14, Shampamirja Nagar Government Housing Estate, Ward No.10, Post Office Sarkarpool, Police Station Maheshtala, PIN-700143, District South 24 Parganas

(Vendor, includes successors-in-interest)

035209

24 JUL 2019

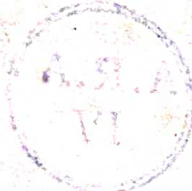
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TITIL DUTTA
Adv.
H. C. Cal.

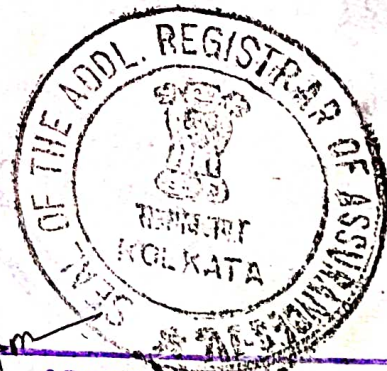
of the State of West Bengal
to the Registrar of Assurances
Kolkata

Registrar of Assurances
Kolkata

24 JUL 2019



←
SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

5 AUG 2019

Identified by me:

Ashish Bishwas

Ashika Bishwas

S.M. Nagar, F/7

P.S. - Mahastala

Bishwas

And

- 3.2 **Ashim Biswas [PAN AMPPB0916R]**, son of Ashoke Kumar Biswas, by nationality Indian, by faith Hindu, by occupation Service, residing at Block I, Flat No.6, Sampa Mirza Nagar Government Housing Estate, Post Office Sarkarpool, Police Station Maheshtala, PIN-700143, District South 24 Parganas

(Purchaser, includes successors-in-interest)

Vendor and Purchaser collectively Parties and individually Party

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* measuring approximately 3.051 (three point zero five one) decimal [equivalent to 1 (one) *cottah* 13 (thirteen) *chittack* 24 (twenty four) square feet] out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in L.R. *Khatian* No. 1437, *Mouza* Sapamirzanagar, J.L.No.11, Police Station Maheshtala, situates, lying at Holding No.C2-53/New, G.L. Roy Road, Kolkata-700143, within Ward No.11 of Maheshtala Municipality, Additional District Registration Office Behala, District South 24 Parganas (**Said Land**) delineated in the **Plan** attached hereto and bordered in colour **Red** thereon and **together with** 1 (one) RT shed structure measuring approximately 100 (one hundred) square feet (**Said Structure**) [**Said Land** and **Said Structure**, collectively known as **Said Property**], morefully described in the **Schedule** below 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:
- 5.1.1 **Ownership of Aghor Chandra Mallick:** By a Deed of Conveyance dated 6th June, 1932, registered in the Office of the Sadar Sub-Registrar, Alipur, South 24 Parganas, in Book No.I, Volume No.43, at Pages 206 to 208, being Deed No.2086 for the year 1932, Kamini Bewa sold, transferred and conveyed *sali* land measuring approximately 45 (forty five) decimal, comprised in R.S. *Dag* No. 335, recorded in R.S. *Khatian* No. 356/1, in *Mouza* Sapamirzanagar, J.L. No. 11, Police Station Maheshtala, District South 24 Parganas (**Mother Property**), to Aghor Chandra Mallick.
- 5.1.2 **Demise of Aghor Chandra Mallick:** Aghor Chandra Mallick, a Hindu, died intestate, leaving behind him surviving his wife, Sona Bala Mallick and 2 (two) sons, namely, Gour Chandra Mallick and Ashok Chandra Mallick and 2 (two)

- daughters, namely, Sampatti Naskar and Pramila Mondal, as his only legal heirs and heiresses, who jointly inherited the entirety of the Mother Property, according to Hindu Law.
- 5.1.3 **Demise of Sona Bala Mallick:** Sona Bala Mallick, the wife of Late Aghor Chandra Mallick, a Hindu, died intestate, leaving behind surviving her 2 (two) sons, namely, Gour Chandra Mallick and Ashok Chandra Mallick and 2 (two) daughters, namely, Sampatti Naskar and Pramila Mondal (collectively **Legal Heirs of Late Aghor Chandra Mallick and Sona Bala Mallick**), as her only legal heirs and heiresses, who jointly inherited the entire right, title and interest of Late Sona Bala Mallick in the Mother Property, according to Hindu Law.
- 5.1.4 **First Sale to Salil Sengupta:** By a Deed of Conveyance registered in the Office of the District Registrar, Alipore, South 24 Parganas, in Book No.I, Volume No.244, at Pages 314 to 323, being Deed No. 13194 for the year 1993, the Legal Heirs of Late Aghor Chandra Mallick and Sona Bala Mallick sold, transferred and conveyed *sali* land measuring approximately 4.03 (four point zero three) decimal, equivalent to 2 (two) *cottah* 7 (seven) *chittack*, more or less, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No.460, recorded in R.S. *Khatian* No. 356/1, in *Mouza* Sapamirzanagar, J.L. No. 11, Police Station Maheshtala, District South 24 Parganas (**First Portion of Larger Property**), out of the Mother Property to Salil Sengupta.
- 5.1.5 **Second Sale to Salil Sengupta:** By a Deed of Conveyance registered in the Office of the District Registrar, Alipore, South 24 Parganas, in Book No.I, Volume No.93, at Pages 391 to 400, being Deed No. 4843 for the year 1994, the Legal Heirs of Late Aghor Chandra Mallick and Sona Bala Mallick sold, transferred and conveyed *sali* land measuring approximately 1.93 (one point nine three) decimal, equivalent to 1 (one) *cottah* 2 (two) *chittack* 30 (thirty) square feet, more or less, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No.460, recorded in R.S. *Khatian* No. 356/1, in *Mouza* Sapamirzanagar, J.L. No. 11, Police Station Maheshtala, District South 24 Parganas (**Second Portion of Larger Property**), out of the Mother Property to Salil Sengupta.
- 5.1.6 **Absolute Ownership of Salil Sengupta:** Thus, in the above mentioned circumstances, Salil Sengupta became the absolute owner of First Portion of Larger Property and Second Portion of Larger Property, collectively Larger Property, being *sali* land measuring approximately 5.96 (five point nine six) decimal, more or less.
- 5.1.7 **Sale to Vendor:** By a Deed of Conveyance dated 12th January, 2001, registered in the Office of the District Sub-Registrar II, Alipore, South 24 Parganas, in Book No.I, Volume No.35, at Pages 297 to 308, being Deed No. 1510 for the year 2001, Salil Sengupta sold, transferred and conveyed the Larger Property to the Vendor.
- 5.1.8 **Record of Right:** Subsequently, the Vendor recorded her name in the records of Land Reforms Settlement vide L.R. *Khatian* No.1437.

- 5.1.9 **Absolute Ownership of Vendor:** Thus in the aforesaid circumstances, Vendor becomes the absolute owner of the Larger Property. The Said Property is a part and portion of the Larger 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 declared 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.
- 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, *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 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.

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, more fully described in the **Schedule** below, being land classified as *sali* measuring approximately 3.051 (three point zero five one) decimal [equivalent to 1 (one) *cottah* 13 (thirteen) *chittack* 24 (twenty four) square feet] out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in L.R. *Khatian* No. 1437, *Mouza* Sapamirzanagar, J.L.No.11, Police Station Maheshtala, situated, lying at Holding No.C2-53/New, G.L. Roy Road, Kolkata-700143, within Ward No.11 of Maheshtala Municipality, Additional District Registration Office Behala, District South 24 Parganas, together with 1 (one) RT shed structure measuring approximately 100 (one hundred) square feet, delineated in the **Plan** attached hereto and bordered in colour **Red** thereon **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.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.13,00,000/- (Rupees thirteen lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

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 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 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** express indemnification by the Vendor about the correctness of 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 takes 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 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 Vendor 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 Vendor, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

8.5 **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's or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

- 8.6 **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 attorney of the Vendor 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.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, 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)**

Land classified as *sali* measuring approximately 3.051 (three point zero five one) decimal [equivalent to 1 (one) *cottah* 13 (thirteen) *chittack* 24 (twenty four) square feet] out of 45 (forty five) decimal, comprised in R.S. *Dag* No. 335 corresponding to L.R. *Dag* No. 460, recorded in L.R. *Khatian* No. 1437, *Mouza* Sapamirzanagar, J.L.No.11, Police Station Maheshtala, situates, lying at Holding No.C2-53/New, G.L. Roy Road, Kolkata-700143, within Ward No.11 of Maheshtala Municipality, Additional District Registration Office Behala, District South 24 Parganas. The said *Dag* is delineated in the *Plan* annexed hereto and bordered in colour Red thereon and is butted and bounded as follows:

- On the North** : By Land of Ashim Biswas
On the East : By 10 feet wide common passage
On the South : By Part of L.R *Dag* No. 460 and 12 feet wide common passage
On the West : By Land & House of Abhay Kumar Bhattacharjee

Together with 1 (one) RT shed structure measuring approximately 100 (one hundred) square feet

Together with 10 feet wide common passage

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.

The Said Property is tabulated below:

<i>Mouza</i>	L.R. <i>Dag</i>	L.R. <i>Khatian</i>	Total Area (in decimal)	Sold Area (in decimal)	Recorded Owner
Sapamirzanagar	460	1437	45	3.051	Rita Biswas

9. Execution and Delivery

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

Rita Biswas
(Rita Biswas)
[Vendor]

Ashim Biswas
(Ashim Biswas)
[Purchaser]

Drafted By

Tital Datta
Advocate WB/2072/2009
Calcutta High Court

Witnesses:

Signature Gopin
Name Gopal Chandra Biswas
Father's Name Lak Janaki Nath Biswas
Address P-16, SMV Apartment H-Estate,
Sankarapur, 24 P.S.-(5)

Signature A. Biswas
Name Ashim Biswas
Father's Name Asok Kumar Biswas
Address S.M. Nagar, F-17,
P.S. - Mahabala

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.13,00,000/- (Rupees thirteen lac) 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.)
UTBIH19217858234 RTGS	5.8.19	Bangiya Gram Vikas	13,00,000.00
Total			13,00,000.00

Rita Biswas

(Rita Biswas)
[Vendor]

Witnesses:

Signature

Gopal

Signature

A. Biswas

Name


Gopal CHANDRA BISWAS

Name

Ashish Biswas

SALE DEED PLAN

AT MOUZA- SAMPAMIRZANAGAR, J.L.NO-11, L.R. DAG NO- 460, L.R. KHATIAN NO-1437, P.S- MAHESHTALA, UNDER WARD NO-11 OF MAHESHTALA MUNICIPALITY, DIST-SOUTH 24 PARGANAS.
HOLDING NO.- C2-53/NEW, G.L.ROY ROAD

AREA OF LAND:-01 KA-13 CH-24 SFT (M/L) SHOWN IN 

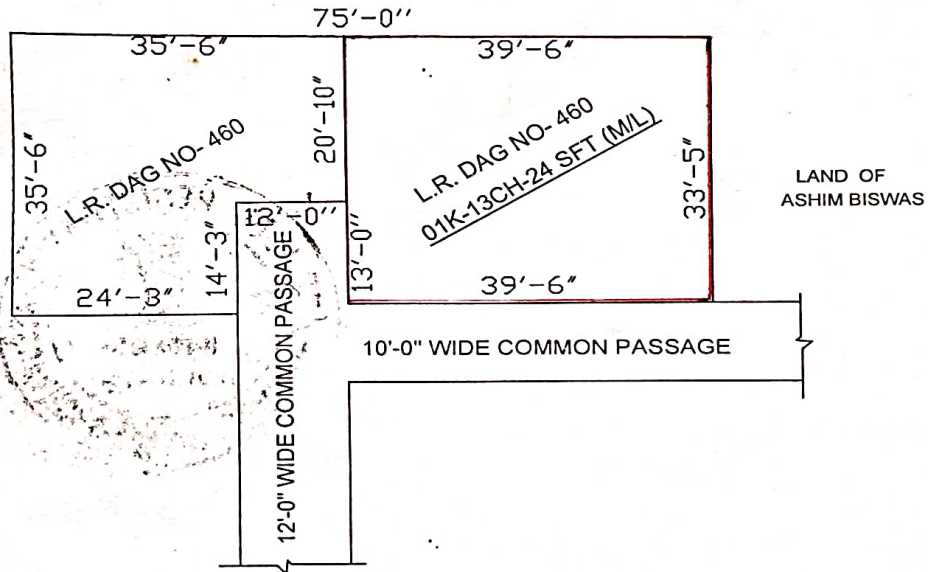
SOLD BY- SMT. RITA BISWAS, W/O GOPAL CHANDRA BISWAS

PURCHASED BY- SRI ASHIM BISWAS, S/O ASHOKE BISWAS

SCALE=1"=20'-0"



LAND & HOUSE OF
ABHAY KUMAR BHATTACHARJEE



Rita Biswas

SIGN OF VENDOR

Ashim Biswas

SIGN OF VENDEE

Prantik Chowdhury
02.07.19
PRANTIK CHOWDHURY
A.M.I.E. (CIVIL)
Regn. No.- MM/055

DRAWN BY-

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 365226 to 365251

being No 190407657 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.08.16 17:11:07 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 16-08-2019 17:11:00
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)