

165854

Sri Nath Shaw

82 Lake Rd
1453

13 MAR 2007

ABBIAC 130

13 MAR 2007
S. CHATTERJEE
Notary Stamp Vendor

- Shyamal Adhikary



3112



Presented for Registration
.....on the.....
days ofyear.....
Vendor Residence ✓

- Shyamal Adhikary for self as
as certified attorney of American Bank



3113

ADDITIONAL REGISTRAR OF
ASSURANCES-4, KOLKATA

- Srinath Shaw



3114

Nitai Adhikary



Dilip Kr. Ganguli
870 Lakh B. S. Ganguli
174/20 Pal-Saha Road
Kd-53
Business

ADDITIONAL REGISTRAR OF
ASSURANCES-4, KOLKATA

- 3.1 **Netai Adhikari**, son of late Jogendra Nath Adhikari, residing at 95, B. L. saha Road , Kolkata - 700053
- 3.2 **Shaymal Adhikari**, son of Late Jogendra Nath Adhikari, residing at 95, B. L. Saha Road , Kolkata - 700053
- 3.3 **Anubha Adhikari**, daughter of Late Jogendra Nath Adhikari, residing at 95, B. L. Saha Road , Kolkata - 700053 (collectively **Vendors**, includes successors-in-interest)

And

- 3.4 **Srinath Sha**, son of Late Kalipada Shaw, residing at 130, B. L.Saha Road, Kolkata - 700053 (**Purchaser**, includes successors-in-interest and/or assigns).
Vendors and Purchaser, collectively **Parties**.

NOW THIS CONVEYANCE WITNESSES:

4. Subject Matter of Conveyance:

- 4.1 **Said Property:** Land measuring 1 (one), cottah and 8 (eight) chittak together with structure thereon measuring 324 (three hundred and twenty four) sft, comprised in R.S. Dag Nos. 625 & 626, Khatian Nos. 293 & 294 in Mouza Italgata, J.L. No. 10, Police Station Behala, Sub Registry office Behala, District Sub Registry Office Alipore, District 24, Parganas (South), Under the Kolkata Municipal Corporation ward No 116, being Municipal Corporation No. 154, B. L. Saha Road Kolkata - 700053, described in the **Schedule** below (**Said Property**).

5. Representations, Warranties and Covenants of the Vendors:

- 5.1 Representations, Warranties and Covenants on Chain of Title:

5.1.1 **Ownership of Jogendra Nath Adhikari :** By Deed of Partition dated 26th November, 1954 in the office of the Sub Registrar Alipore in Book No. I, Volume No. 127, Pages Nos. 270 to 278, being No. 7901, for the year 1954, the Jogendra Nath Adhikary got alnd measuring 7 (seven), cottah, 13 (thirteen) chittak and 14 sft togetherwith structure thereon measuring 100 (one hundred) sft, comprised in R.S. Dag Nos. 625 & 626, Khatian Nos. 293 & 294 in Mouza Italgata, J.L. No. 10, Police Station Behala, Sub Registry office Behala, District Sub Registry Office Alipore, District 24, Parganas (South), Under the Kolkata Municipal Corporation ward No 166, being Municipal Premises No. 154, B. L. Saha Road Kolkata - 700053 (**Mother Land**).

5.1.2 **Demise of Jogendra Nath Adhikary** and inheritance of Netai Adhikari, Shaymal Adhikari, and his daughter Anubhava Adhikari and his wife (Smt.) Susama Adhikari: After the death of **Jogendra Nath Adhikary**, his legal heris and heiresses jointly inherited the right, title and interest in the Mother Land.

- 5.1.3 **Demise of (Smt.) (Smt.) Susama Adhikari and inheritance of Netai Adhikari, Shaymal Adhikari:** After the death of (Smt.) Susama Adhikari his legal heris and heiresses jointly inherited the right, title and interest in the Mother Land.
- 5.1.4 **Ownership of Netai Adhikari, Shaymal Adhikari and Anubhava Adhikari:** In the aforesaid circumstances Netai Adhikari, Shaymal Adhikari and Anubha Adhikari inherited the right, title and interest in the Mother Land.
- 5.1.5 **Sale to Purchaser :** The Vendors are agreed to sale of The Said Property out of the Mother Land *in an as is where is whatever is basis together with the Tenant to Purchaser*
- 5.1.6 **True and Correct Representations:** The Vendors are the undisputed joint owners of the Said Property out of Mother Land, such ownership having been acquired in the manner stated in Clauses 5.1.1 to 5.1.5 above, the contents of which are all true and correct.
- 5.2 **Representations, Warranties and Covenants on Encumbrances:**
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition or requisition of the Said Property and declare that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- 5.2.2 **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 whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.3 **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.
- 5.2.4 **Free from encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debutters, reversionary rights, bargadars Income Tax Attachment, Financial Institution charges, residuary rights, claims and statutory prohibitions but in an as is where is whatever is basis together with the existing Tenant.

5.2.5 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.2.6 **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.

6. Background:

6.1 **Agreement to Sell and Purchase:** The Vendors have approached and offered to sell the Said Property and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has agreed to purchase the Said Property subject to Tenancy.

7. Transfer:

7.1 **Conveyance:** The Vendors hereby sell, convey and transfer to the Purchaser, free from all encumbrances, the entirety of the Vendors right, title and interest of whatsoever or howsoever nature in the Said Property, being land measuring 1 (one), cottah and 8 (eight) chittak together with structure thereon measuring 324 (three hundred and twenty four) sft, comprised in R.S. Dag Nos. 625 & 626, Khatian Nos. 293 & 294 in Mouza Italgata, J.L. No. 10, Police Station Behala, Sub Registry office Behala, District Sub Registry Office Alipore, District 24, Parganas (South), Under the Kolkata Municipal Corporation ward No 116, being Municipal Corporation No. 154, B. L. Saha Road Kolkata - 700053, described in the **Schedule** below.

7.2 **Consideration:** The sale, conveyance and transfer of the Said Property is being made in consideration of a sum of Rs. 2,00,000/- (Rupees two lac) paid to the Vendors, the entirety of which has been received by the Vendors and the Vendors have executed the Receipt and Memo of Consideration below to admits and acknowledge the same.

8. Terms of Transfer:

8.1 **Salient Terms:** The transfer being affected 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 encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions,

Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.2 **Together With:** The transfer being affected by this Conveyance is together with all other rights the Vendors have in the Said Property and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.3 **Subject To:** The transfer being affected by this Conveyance is subject to:

8.3.1 **Indemnification:** Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendors about the correctness of the Vendors title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendors shall, at the Vendors own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

8.3.2 **Transfer of Property Act:** All obligations and duties of Vendors and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.4 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Property has been handed over by the Vendors to the Purchaser, which the Purchaser admits, acknowledges and accepts.

8.5 **Outgoings:** All statutory taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, 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.

8.6 **Holding Possession:** The Vendors hereby covenants that the Purchaser 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 Vendors or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendors.

8.7 **Indemnity:** The Vendors hereby covenants that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or its successors-in-interest, of, from and against any loss, damage, costs,

charges and expenses which may be suffered by the Purchaser and/or its successors-in-interest by reason of any defect in title of the Vendors or any of the Representations being found to be untrue.

- 8.8 **Further Acts:** The Vendors hereby covenants 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 cost of the Purchaser and/or its 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 measuring approximately 1 (one), cottah and 8 (eight) chittak together with structure thereon measuring 324 (three hundred and twenty four) sft, comprised in R.S. Dag Nos. 625 & 626, Khatian Nos. 293 & 294 in Mouza Italgata, J.L. No. 10, Police Station Behala, Sub Registry office Behala, District Sub Registry Office Alipore, District 24, Parganas (South), Under the Kolkata Municipal Corporation ward No 116, being Municipal Corporation No. 154, B. L. Saha Road Kolkata - 700053 and delineated in the Plan annexed and bordered in colour **Red** thereon together with Rayati Sthithiban Rights, together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property and butted and bounded by in the following manner :

- On the North : Land of Shyama Adhikari
On the South : Land of Ula Adhikari
On the East : Land of Shyama Adhikari Bors.
On the West : 35- B.L. Saha Road

9. Execution and Delivery:

9.1 In witness whereof the Vendors and Purchaser have executed and delivered this instrument of Conveyance on the date given above.

Nitai Ashray.
Shyam Ashray for self & son
~~constituted attorney of Ashray Ashray~~
[Vendors]

Srimathi Sikha
[Purchaser]

Witnesses:

1. Manish Ghosh
174/2, B. L. Saha Road
KOL-53.
2. Dilip Kr. Ganguli
174/20, B. L. Saha Road
KOL-53
3. Goutam Das.
265, B. L. Saha Rd.
KOL-53

Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 2,00,000/- (Rupees two lac) towards full and final payment of the Consideration receivable by the Vendors under this Conveyance, in the following manner:

Mode.	Date	Bank	Amount (Rs)
Cash	15th May 2007		Rs. 2,00,000/-

Nitai Adhikary.
Shyam Adhikary for self & co.
Chartered Accountant of Amnabhar Adhikary
[Vendors]




Witnesses:

Manish Choudhary

Dilip Kumar Choudhary

Pratim Das.

SPECIMEN FORM FOR TEN FINGERPRINTS

	Sumath Shro					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
 Shyam H. Shetty						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
	(Right Hand)					
 Nilai A. Seng						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
	(Right Hand)					
<p align="center">PHOTO</p>						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
	(Right Hand)					

=SITE PLAN LAND & R.T. SHED=

PREMISES NO-154, B.L. SAHA ROAD, ASSESSEE NO-411160301549
MOUZA ITALGHATA, J.L. NO-10, R.S. NO-185, TOUNZI NO-53, KOL-53,
KHATIAN NO-293, PART OF C.S. DAG-NO-625, P.S. BEHALA, WARD-
NO-116. (UNDER) THE: K.M.C (S.S. UNIT) DIST:- 24, PARGANAS (S)

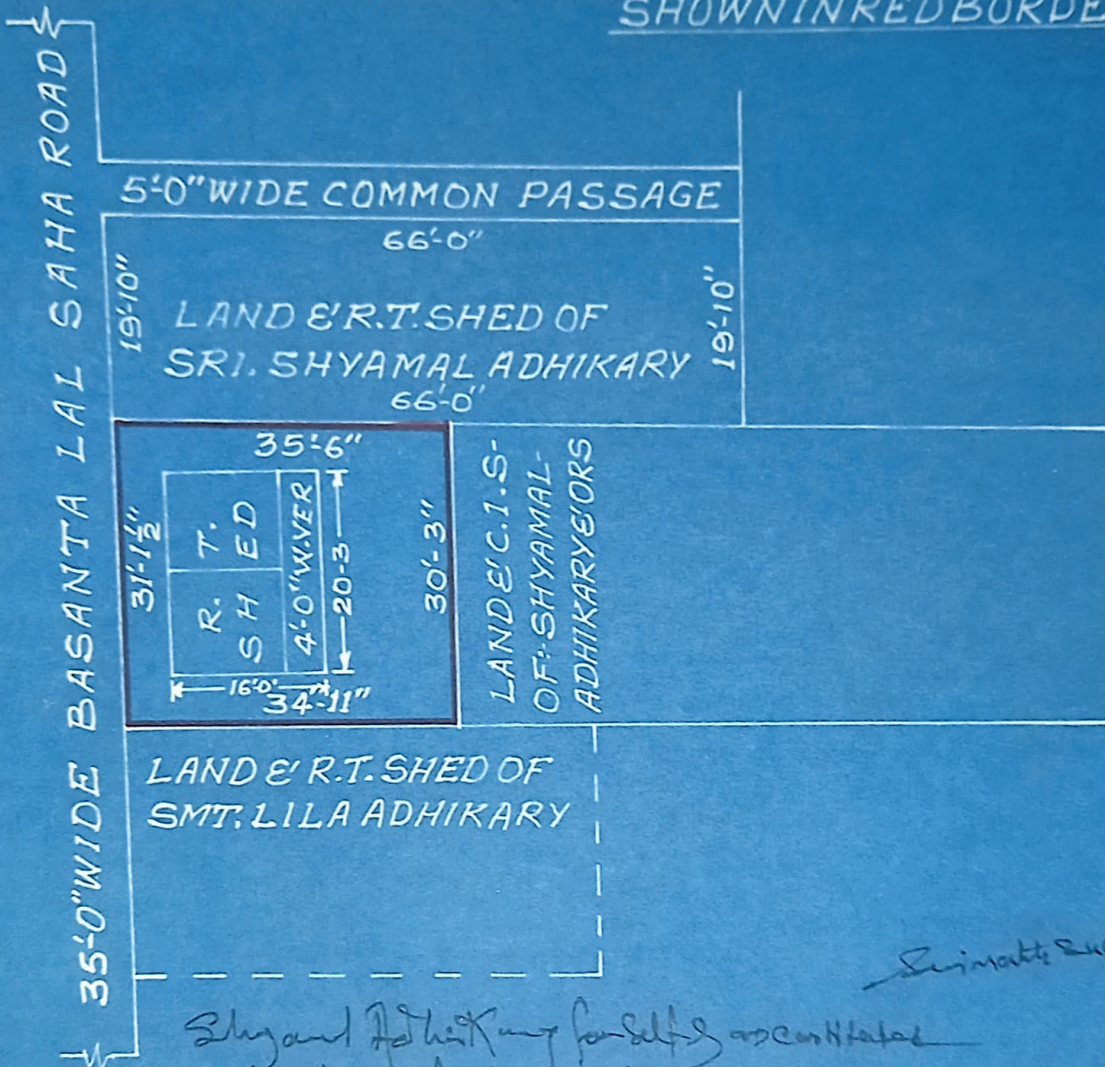
=SCALE:- 20'-0"=1" INCH=

VENDOR'S:- SHYAMAL ADHIKARY & ORS

PURCHASER:- SREENATH SHAW

AREA OF LAND:- 1K. 8CH. 0-SFT (COVERED AREA-324-SFT)

SHOWN IN RED BORDER ■



*Shyamal Adhikary for self & associated
attorney of Anandha Adhikary*

Sreenath Shaw

Nitai Adhikary
VENDOR'S SIG:-

=DRAWN BY=
G.K. ADAK
340, ROYBAHADUR ROAD
REGD-NO-11567, KOL-53



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

Endorsement For Deed Number : I - 04392 of 2010
(Serial No. 07248 of 2007)

On 15/05/2007

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

Presented for registration at 19.35 hrs on :15/05/2007, at the Private residence by Shaymal Adhikari. , one of the Executants.

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

Execution is admitted on 15/05/2007 by

1. Netai Adhikari., son of Lt Jogendra Nath Adhikari , 95, B. L. Saha Road, CALCUTTA, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700053 , By Caste Hindu, By Profession : Others
2. Srinath Sha., son of Lt Kalipada Shaw , 130, B. L. Saha Road, CALCUTTA, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700053 , By Caste Hindu, By Profession : Others

Identified By Dilip Kr. Ganguly, son of Lt B. S. Ganguly, 174/20, B. L. Saha Road, CALCUTTA, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700053 , By Caste: Hindu, By Profession: Business.

Executed by Attorney

Execution by

1. Shaymal Adhikari., son of Lt Jogendra Nath Adhikari , 95, B. L. Saha Road, CALCUTTA, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700053 By Caste Hindu By Profession: Others,as the constituted attorney of Anubha Adhikari is admitted by him.

Identified By Dilip Kr. Ganguly, son of Lt B. S. Ganguly, 174/20, B. L. Saha Road, CALCUTTA, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700053 , By Caste: Hindu, By Profession: Business.

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE-I

On 16/05/2007

Payment of Fees:

Fee Paid in rupees under article : A(1) = 2189/- ,E = 7/- ,I = 5/- ,M(a) = 25/- ,M(b) = 4/- on 16/05/2007

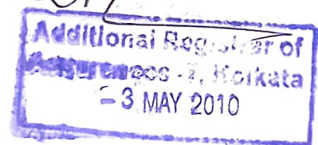
Deficit stamp duty

Deficit stamp duty Rs. 11050/- is paid, by the draft number 180204, Draft Date 14/05/2007, Bank Name STATE BANK OF INDIA, Tollygunge Br., received on 16/05/2007

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE-I

On 29/04/2010

Certificate of Market Value(WB PUVI rules of 2001)



(Dines Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I

03/05/2010 15:12:00

EndorsementPage 1 of 2

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA



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

Endorsement For Deed Number : I - 04392 of 2010
(Serial No. 07248 of 2007)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-606000/-

Certified that the required stamp duty of this document is Rs.- 36360 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

(Dines Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I

On 03/05/2010

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 of Indian Stamp Act 1899.

Deficit stamp duty

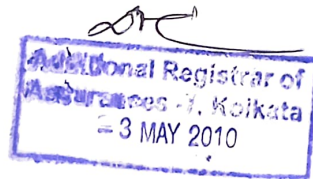
Deficit stamp duty Rs. 24350/- is paid 38077830/04/2010 State Bank of India, TOLLYGUNGE CIRCULAR RD, received on 03/05/2010

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees :

A(1) = 4466/- on 03/05/2010.

(Dines Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I



(Dines Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I

03/05/2010 15:12:00

EndorsementPage 2 of 2

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

Registered in

BOOK NO.
VOLUME NO.
PAGE NO. TO
DEED NO.
YEAR.

DATED _____ DAY

Between

Netai Adhikari & Anr

... Vendors

And

Srinath Shaw

... Purchaser

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

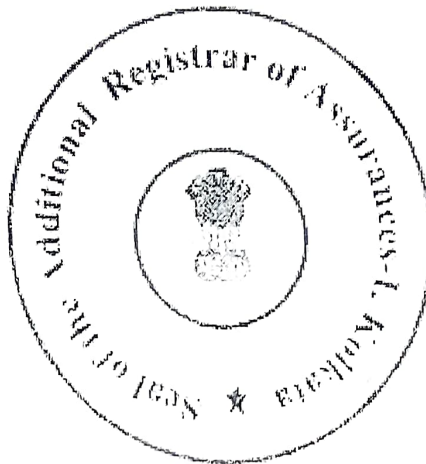
DEED OF CONVEYANCE

154, B. L. Saha Road
Kolkata - 700053

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

Certificate of Registration under section 60 and Rule 69.

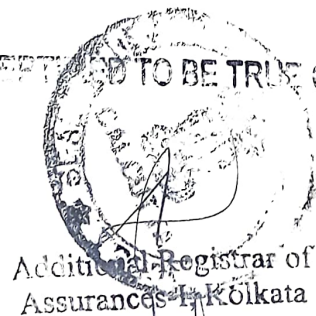
Registered in Book - I
CD Volume number 11
Page from 3503 to 3517
being No 04392 for the year 2010.



(Dines Kumar Mukhopadhyay) 03-May-2010
ADDL. REGISTRAR OF ASSURANCE-I
Office of the A.R.A.-I KOLKATA
West Bengal

CHECKED BY

CERTIFIED TO BE TRUE COPY



Additional Registrar of
Assurances-I, Kolkata

27/2/13