

07248

ANNEXURE-A

4392/10

18



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

A 967830

7.35 fee
क्र. 15507

M.V. Rs. 606,000/-



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.

[Signature]
03.5.10

A 2189
15.5.07
110507

यश

180204
14.5.07
110507

DEED OF CONVEYANCE

1. Date: 15.05.2007
2. Place: Kolkata
3. Parties:

2080

200 450 199

165854

Sri Nath Shaw

R. Saha Rd
24.53

13 MAR 2007

ADDAE
13 MAR 2007

13 MAR 2007
S. CHATTERJEE
Member Stamp Vendor
O.C. Form

[Handwritten signature]

- Shyamal Adhikary



3112 ✓



Presented for Registration
..... on the
days of year
Vendor Residence ✓

- Shyamal Adhikary for self
as credit holder of Arabian Bank



3113 ✓

ADDITIONAL REGISTRAR OF
ASSURANCES - KOLKATA

- Srinath Shaw



3114 ✓

Nibad Adhikary



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

ADDITIONAL REGISTRAR OF
ASSURANCES - 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.



[Handwritten signature]

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

CHECKED BY

[Handwritten signature]
27/2/13

CERTIFIED TO BE TRUE COPY



Additional Registrar of
Assurances-I Kolkata

27/2/13

- 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. 1, Volume No. 127, Pages Nos. 278 to 278, being No. 7901, for the year 1954, the Jogendra Nath Adhikary got and measuring 7 (seven), cottah, 13 (thirteen) chittak and 14 sft together with 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 heirs and hetresses 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, debtors, 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) sit, comprised in R.S. Dag Nos. 625 & 626, Khatian Nos. 293 & 294 in Mouza Balghata, 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 Sathiban 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 Shyamal Adhikari
On the South : Land of Uta Adhikari
On the East : Land of Shyamal Adhikari sons,
On the West : 35- B.L. Saha Road

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.

Nilanjana Adhikary
Shyam Adhikary
for self & son
Abhishek Adhikary
[Vendors]

Sanjay Shah
[Purchaser]

Witnesses:

Sanjay Shah
10/10, P. L. Sahas Road
Kol-53

Sanjay K. Ganguli
10/10, P. L. Sahas Road
Kol-53

Sanjay Das
10/10, P. L. Sahas 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 A. Debroy
Chartered Accountant
[Vendors]

































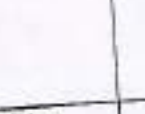
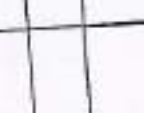

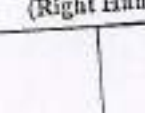
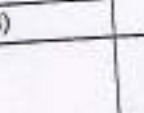



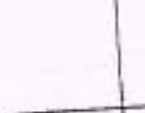


Witnesses:

Manish K. S.

City Kin Group Ltd.

Quantum Das.

SPECIMEN FORM FOR TEN FINGERPRINTS

 <i>Saminth Siro</i>					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
 <i>John G. Kelly</i>					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
 <i>Nicolas Ad...</i>					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
<p>PHOTO</p>					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

- SITE PLAN LAND RT. SHED -

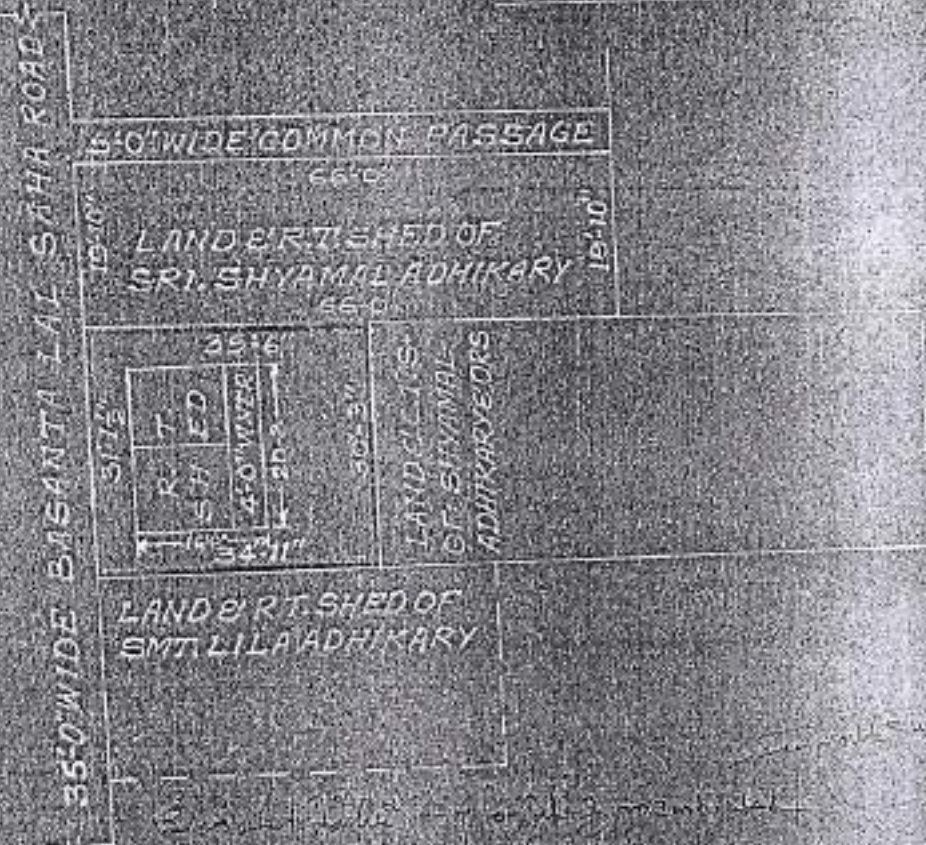
PREMISES NO 184, B.L. SAHAROADI ASSESSEE NO 11630519
ZATTA LGHATA, G.L. NO 10, R.S. NO 185, TOLUZI NO 52, KOL-58,
PLAN NO 293, PART OF G.S. DAG NO-62 S.P.S. BEHALA WARD
IS UNDER THE K.M.C.U.S. UNIT, DIST-24, PAFKANASVA

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

VENDOR'S - SHYAMAL ADHIKARY & ORS

PURCHASER - SREENATH SHAW

AREA OF LAND: 1K.BCH.O SET (COVERED AREA 384 SFT)
SHOWN IN RED BORDER.



VENDOR'S SIG

- DRAWN BY -
GIRI DEB
340 ROY BAHADUR ROAD
REGD-NO-11567 KOL-53

Certificate of Market Value (WB PUVI rules of 2001)

Additional Registrar of
Assurances-I, Kolkata
- 3 MAY 2010

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

03/05/2010 15:12:00

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)

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

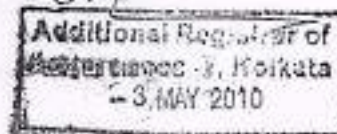
Deficit stamp duty

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

EndorsementPage 1-of-2

03/05/2010 15:12:00

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


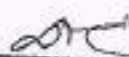
Deficit stamp duty Rs. 24350/- is paid 38077830/04/2010 State Bank of India, TOLLYGUNGE CIRCULAR RD, received on 03/05/2010

Deficit Fees paid

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

A(1) = 4465/- on 03/05/2010.

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



Additional Registrar of
Assurances - I, Kolkata
= 3 MAY 2010

(Dines Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I
Endorsement Page 2 of 2

03/05/2010 15:12:00

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

Registered in

BOOK NO.

VOLUME NO.

PAGE NO. TO

DEED NO.

YEAR.

DATED _____ DAY

Between

Netaji 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

07247

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये
रु.1000

ONE THOUSAND RUPEES
Rs.1000



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 967831

732
15/507



M.V. Rs 1133,500/-

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

[Signature]
03.5.07

Tallying etc
180205
14.5.07
11050/-

DEED OF CONVEYANCE

1. Date: 15th May 2007
2. Place: Kolkata
3. Parties:

10449

199

65855

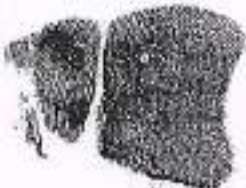
Srinath Shaw

ADD: B.L. Saha Rd
14153

13 MAR 2007

13 MAR 2007
S. CHATTERJEE
Notary Stamp Vendor
C. C. Court
B.L. Saha Road, Calcutta

- Shyamal Adhikary



3112 ✓



Presented for Registration
on the of
year
Vendor Residence ✓

- Shyamal Adhikary for self
as certified attorney of B.L. Saha



3113 ✓

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

- Srinath Shaw



3114 ✓

Nitai Adhikary



Dilip Kr. Ganguli
8/0 Late Post. Ganguli
174/20, B.L. Saha Road
KOL-53

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 3518 to 3531
being No 04393 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

- 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 2 (two) cottah and 13 (thirteen) chittak together with structure thereon measuring 600 (six 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 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. 1, Volume No. 127, Pages Nos. 270 to 278, being No. 7901, for the year 1954, the Jogendra Nath Adhikari got land measuring 7 (seven) cottah, 13 (thirteen) chittak and 14 sft together with 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 Adhikari and inheritance of Netai Adhikari, Shaymal Adhikari, and his daughter Anubhava Adhikari and his wife (Smt.) Susama Adhikari: After the death of Jogendra Nath Adhikari, his legal heirs 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 heirs 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 Anubhava 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 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 all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debuters, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

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.

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 2 (two), cottah and 13 (thirteen) chittak together with structure thereon measuring 600 (six hundred) sqt, 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 admit 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, debentures, 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 2 (two), cottah and 13 (thirteen) chittak together with structure thereon measuring 600 (six 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 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 Royal 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 Shyamal Anikari & Sankar Das

On the South : Land of Lila Anikari & Anil Bose

On the East : Land of Komakhet Das & Kironmay Das

On the West : 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 Debbarma
Shyam Debbarma for S&S Das
Contributed attorney of Anjana Adhikari
[Vendors]

Binatti Saha
[Purchaser]

Witnesses:

1. Manin Ghosh
174/2, B.L. Saha Rd
Kot. 53.
P. S. Bokoto

2. Dilip Kr. Ganguly
174/20, B.L. Saha Road
Kot-53

3. Santan Das
265, B.L. Saha Rd
Kot-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 A. Shikany
Shyamal A. Shikany
[Vendors] for the joint & several liability of Anubha A. Shikany

Witnesses:

~~_____~~
Anubha Shikany

Sd/- Mr. Ganguli

Gautam Das.

SPECIMEN FORM FOR TEN FINGERPRINTS



Simrat Singh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Ahmad Doherty

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Nibao Azizians

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

- SITE PLAN OF LAND & C.I. SHED -

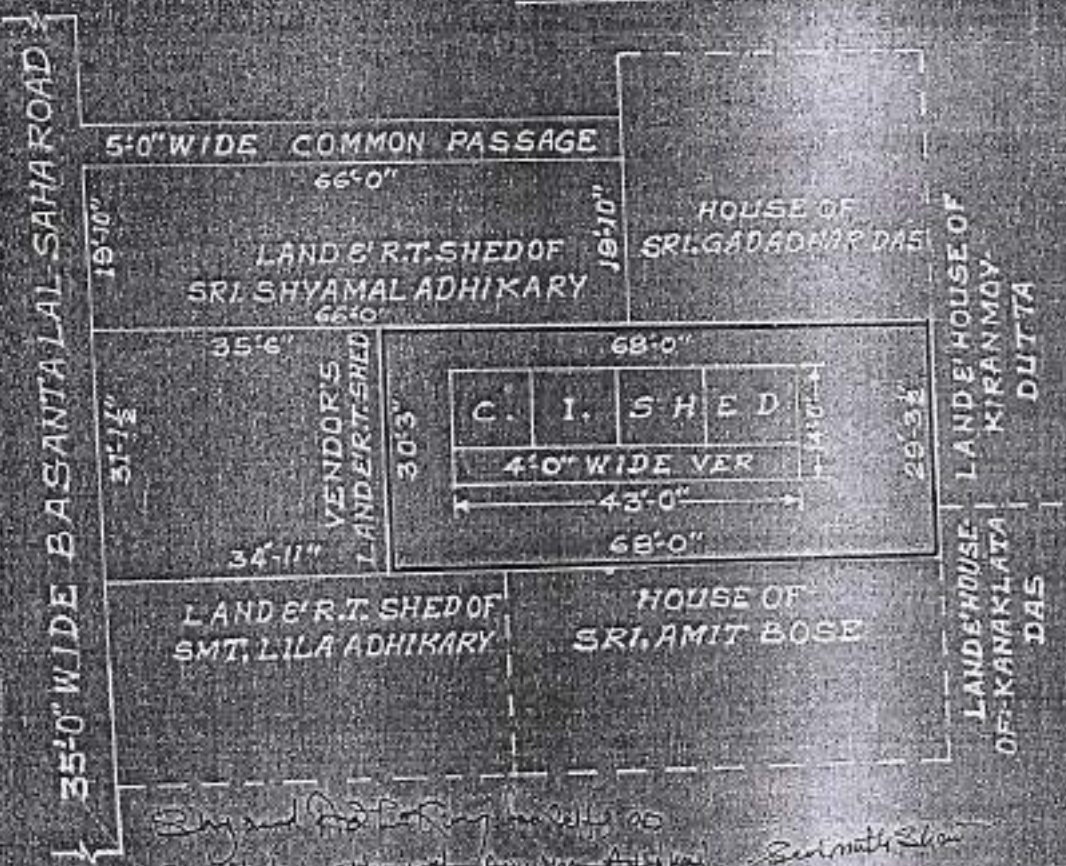
PREMISES NO-154, B.L. SAHA ROAD, ASSESSEE NO 41160301549
 UZAITALGHATA, J.I. NO-10, R.S. NO-185, TOLUZI NO-53, KOL-53,
 PATIAN NO-293, PART OF C.S. DAG NO-625, P.S. BEHALA WARD-
 0-116 (UNDER) THE K.M.C (S.S. UNIT) DIST-24, PARGANASIS

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

VENDOR'S: SRI SHYAMAL ADHIKARY BORS

PURCHASER: SREENATH SHAW

AREA OF LAND-2K.13CH.0-SFT (COVERED AREA-600-SFT
 SHOWN IN RED BORDER)



Signed and attested by me as
Contractor at the time of purchase *Sreenath Shaw*

N. L. Das
VENDOR'S SIG:

- DRAWN BY -
G. K. ADAK
 340, ROY BAHADUR ROAD
 REGD. NO-17567, KOL-53

On 29/04/2010
 Certificate of Market Value (WB PUVI rules of 2001)

3 MAY 2010

(Dines Kumar Mukhopadhyay)
 ADDL REGISTRAR OF ASSURANCE-D
 Endorsement Page 1 of 2

03/05/2010 15:13:00

D
 8
 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 - 04393 of 2010
(Serial No. 07247 of 2007)

15/05/2007

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

Presented for registration at 19.32 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. Netal 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 Dillip 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: Others.

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 Dillip 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: Others.

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE-I

On 16/05/2007

Payment of Fees:

Fee Paid in rupees
16/05/2007

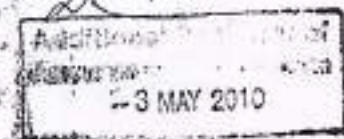
Deficit stamp duty

Deficit stamp duty Rs. 100/- is paid, by the draft number 180205, 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

Endorsement Page 1 of 2

03/05/2010 15:13:00

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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 - 04393 of 2010
(Serial No. 07247 of 2007)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1133500/-

Certified that the required stamp duty of this document is Rs.-68010/- and the Stamp duty paid as: Impresive 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

1. Rs. 30000/- is paid 38077930/04/2010 State Bank of India, TOLLYGUNGE CIRCULAR RD, received on 03/05/2010
2. Rs. 26000/- is paid 38077730/04/2010 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) = 10274/- on 03/05/2010.

(Dines Kumar Mukhopadhyay)
ADDL REGISTRAR OF ASSURANCE-I



Additional Registrar of
Assurances - I, Kolkata
- 3 MAY 2010

(Dines Kumar Mukhopadhyay)
ADDL REGISTRAR OF ASSURANCE-I
Endorsement Page 2 of 2

03/05/2010 15:13:00

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ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

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

DATED 15th DAY OF May, 2007

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



Mani Sankar Roychowdhury
Advocate
Raja Chambers
4, Kiran Sankar Roy Road
Kolkata-700 001
9830016308 and 9433359436

Handwritten signature

8

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA



19/1/15

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

1/2-115/15

K 815636

064/15
14/1/15, 86, 111/1

Noted that the Document is annexed to the petition. The Signature Sheet and the character stamp attached to this document in the particular Document.

Additional Registrar
of Documents, West Bengal
22.1.15

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the... 19th... day of... January... Two
Thousand and Fifteen (2015):

BETWEEN

Handwritten signatures and dates, including '20/2/15' and '10/1/15'.

19 1000/- 2/1/15
No. 100. 1000
Name: A Das
Address: Law Nelson Judges Court
Vendor: Rekha Chakrabarti KBI-27
Vikash Chandra Ghosh
KBI-27
Kolkata Judges Court

2. Srinath Das


 255L

1. Srinath Das

 256L

1. Shyamal K. Chakrabarti

Soma Adhikary (Mondal)
c/o N. K. Mondal
48/162 Bagunpara Rd. Kol-104
P. S. - Harihar Pur.
Service


ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
19 JAN 2015

SRI SHYAMAL ADHIKARY son of Late Jogendra Nath Adhikary by faith - Hindu, by occupation - Service, residing at 93, B. L. Saha Road, Kolkata: 700053, in the District: 24 Parganas (South) hereinafter called the "VENDOR" (which terms or expression shall unless excluded by or repugnant to the subject or context shall always be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART:

AND

SRI SRINATH SHAW son of Late Kalipada Shaw, by faith - Hindu, by occupation - Business, residing at 130, B. L. Saha Road, within Police Station : Behala, Kolkata : 700053, in the District 24 Parganas (South) hereinafter called the "PURCHASER" (which terms or expression shall unless excluded by or repugnant to the subject or context shall unless exclude by or repugnant to the subject or context shall always be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART:

WHEREAS: By a Deed of Partition dated 26th November, 1954 in the office of the Sub Registrar at Alipore in Book No. I, Volume No. 127, Pages Nos. 270 to 278, being No. 7901 for the year 1954, one Sri Dinabandhu Adhikary got a house property measuring 4 (Four) Cottahs-13 (Thirteen) Chittaks and 42 (Fourteen) Square Feet together with a Kancha Structure measuring about 100 Square Feet standing thereon comprised in R. S. Dag No. 625, Khatian No. 293, in Mouza : Italgata, J.L. No. 10, Police Station : Behala, Sub Registry office Alipore, District : 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata : 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) which is morefully described and mentioned in the SCHEDULE hereunder written and herein after referred to as the said PROPERTY.

AND WHEREAS while thus seized and possessed of the aforesaid property in aforesaid manner the said Sri Dinabandhu Adhikary died intestate leaving behind him his only wife Smt. Shanti Devi Adhikary as his only legal heirs, successors and legal representative.

AND WHEREAS the said Smt. Shanti Devi Adhikary was enjoying and possessing of the aforesaid property personally without any interruption by anybody, which for the sake of brevity hereinafter called and referred to as the "SAID PROPERTY" she executed a WILL on 12th day of August, 1987.

AND WHEREAS after demise of said Smt. Shanti Devi Adhikary on 20th day of January, 1989 as per her said WILL on 12th day of August, 1987, she devised and bequeathed all her immovable real and personal properties to Sri Shyamal Adhikary son of Late Jogendra Nath ADHIKARY at 154, B. L. Saha Road, Kolkata : 700053, as beneficiary of the aforesaid WILL and who is also sole executer of the said WILL.

AND WHEREAS the said Sri Shyamal Adhikary filed a Suit for Probate of the said WILL on dated 12th day of August, 1987 vide Probate Case No. 135 of 2011 in the Court of the Ld. District Delegate Court at Alipore and the said Suit was finally heard and disposed with probate on dated 19th day of December, 2014 vide Ordered No. 17 of 19/12/2014 passed by the Ld. District Delegate Court at Alipore in the said Suit being Probate Case No. 135 of 2011 in terms of the said WILL the said Sri Shyamal ADHIKARY got ALL THAT a house property measuring about 4 COTTAH 13 CHITAKS 42 SQUARE FEET be the same a little more or less recorded in R. S. Dag No. 625, Khatian No. 293, in Mouza - Italgata, J.L. No. 10, Police Station : Behala, Sub Registry office Alipore, District : 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata : 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) be the same a little more or less together with

casement rights of the 35' feet wide KMC Road and together with a *Kancha Structure* measuring about 100 Square Feet more or less standing thereon.

AND WHEREAS the Vendor thus having acquired the said property in aforesaid manner absolutely seized and possessed of the said property without any interruption by anybody from any corner whatsoever and mutated his name in the record of rights as per the said property being urgent need of cash money and for bonafide reasons he announced to outright sale a house property measuring about 1 COTTAH 7 CHITAKS 41 SQUARE FEET be the same a little more or less out of the said house property measuring about 4 COTTAH 13 CHITAKS 42 SQUARE FEET be the same a little more or less free from all encumbrance, attachments, liens and lispendenses.

AND WHEREAS the Purchaser being interest to purchase the said property, fully described in the SCHEDULE hereunder written free from all encumbrances, attachments, liens and lispendenses proposed to purchase the said property at and for a total consideration of Rs. 6,00,000/- (*Rupees Six Lac*) only.

AND WHEREAS the VENDOR is having found the said offer/proposal of the PURCHASER fair adequate of the PURCHASER agreeing to complete the said intended sale transaction in respect of the said property fully described in the SCHEDULE hereunder written hereinafter referred to as the said PROPERTY.

NOW THIS DEED WITNESSETH that in pursuance of agreement and in consideration of the said sum of Rs. 6,00,000/- (*Rupees Six Lac*) only, being the total agreed price and/or consideration paid by the Purchaser to the Vendor simultaneously with the execution of these presents in terms of memo of consideration hereunder written (the receipt whereof the Vendor hereby admits and acknowledges and of and from the same release and discharge the SAID PROPERTY to the Purchaser herein) the Vendor herein as beneficial Owner do hereby absolutely grant, convey, sell, transfer, assign and assure unto and to

the use of the Purchaser herein, free from all encumbrances ALL THAT a house property measuring about 1 COTTAH 7 CHITAKS 41 SQUARE FEET be the same a little more or less recorded in R. S. Dag No. 625, Khatian No. 293, in Mouza : Italgata, J.L. No. 10, Police Station : Behala, Sub Registry office Alipore, District : 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata : 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) be the same a little more or less together with easement rights of the 35' feet wide KMC Road and together with a *Kancha Structure measuring about 100 Square Feet* more or less standing thereon and bounded on the North - By 5' wide Common Passage; on the South - By Premises of 93, B. L. Saha Rd; on the East- By House of Gadadhar Das; on the West - 35' Feet wide B. L. Saha Road; specifically shown and delineated in border "RED" in the map or plan attached hereto which will form part of these presents and more particularly mentioned and described in the SCHEDULE hereunder written, which is now in exclusive occupation and possession of the Vendor herein, TOGETHER WITH all structures, fittings, fixtures, appliances, equipments, trees, plants, fences, ledges, ditches, ways, waters, water courses, lights, liberties, privileges, easements and appurtenances, whatsoever to the said property belonging or in anyway appertaining or usually held, or occupied therewith or reputed to belong or be appurtenant thereto. AND ALL the estate, right, title, interest, claim and demand whatsoever of the Vendor herein into or upon the same and every part thereof in law and equity TO ENTER UPON AND TO HAVE HOLD-OWN and possess the same unto and to the use of the Purchaser, his heirs, executors, administrators, assign jointly and forever together with title deeds, writings, muniments and other evidences of title, AND THE VENDOR do hereby covenant with the Purchaser, his respective heirs, executors, administrators, representatives, and assigns, that NOTWITHSTANDING any act, deed or things heretofore done, executed or knowingly suffered to the contrary, the Vendor herein are

now lawfully seized and possessed of the said property, free from all encumbrances, attachments and/or defect-in-title whatsoever and that the Vendor has full power and absolute authority to sell the said property in manner aforesaid AND the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas or through tenants without any claim or demand whatsoever from the Vendor or any person claiming through or under them AND FURTHER THAT the Vendor, his respective heirs, executors, administrators or assigns, covenant with the Purchaser, his respective heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the Purchaser herein, his respective heirs, executors, administrators or assigns from or against all encumbrances, charges and equities whatsoever AND the Vendor herein, his respective heirs, executors, administrators or assigns further covenant that they will at the request and costs of the Purchaser, his heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more particularly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

THE SCHEDULE ABOVE REFERRED TO:

(Said Property is hereby conveyed)

ALL THAT a house property measuring about 1 COTTAH 7 CHITTAKS 41 SQUARE FEET be the same a little more or less out of the said house property measuring about 4 COTTAH 13 CHITTAKS 42 SQUARE FEET be the same a little more or less recorded in R. S. Dag No. 625, Khatian No. 293, in Mouza : Italgata, J.L. No. 10, Police Station : Behala, Sub Registry office Alipore, District : 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata : 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) be the same a little more or less together with easement rights of the 35' feet wide KMC Road and together with a *Kancha Structure* measuring about 100 Square Feet more or less

standing thereon TOGETHER WITH all structures, fittings, fixtures, appliances, equipments, trees, plants, fences, ledges, ditches, ways, waters, water courses, lights, liberties, privileges, easements and appurtenances, whatsoever to the said property belonging or in anyway appertaining or usually held, or occupied herewith or reputed to belong or be appurtenant hereto and the SAID PROPERTY is specifically shown and delineated in the border "RED" in the map or plan attached hereto, which will form an integral part of these presents and the same is butted and bounded by :-

- ON THE NORTH : By 5' wide Common Passage;
ON THE SOUTH : By Premises of 93, B. L. Saha Rd;
ON THE EAST : By House of Gadadhar Das;
ON THE WEST : 35' Feet wide B. L. Saha Road;

IN WITNESS WHEREOF the VENDOR hereto have set and subscribed his hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED at
Kolkata in presence of:

WITNESSES:

1. Soma Adhikary (Mandal)

2. Nipinay Maithi

Gyanendr. Adhikary

Signature of the VENDOR

Srinath Saha

Signature of the Purchaser

Drafted by me:-

Asoke Das
@Asoke Das
(Advocate)
Alipore Judges Court,
Kolkata-700027

MR. ASOKE DAS
Advocate

Alipore Judges' Court
Kolkata - 700027

Regd. No. - WB/147/1999

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASER the Sum of Rs. 6,00,000/- (Rupees Six Lac) only, as full and final settled price or consideration for sale of the SAID PROPERTY specifically described in the SCHEDULE mentioned above of these presents as per memorandum below:-

By Cash dated 10/4/2010	Rs. 1,08,000/-
By Cash dated 15/10/2011	Rs. 72,000/-
By Cash dated 12/8/2013	Rs. 70,000/-
By Pay order/Demand Draft No. 009043 dt. 19/1/15 Drawn on AXIX Bank, Behala Branch, Kol- 700034, In the name of:-	Rs. 3,50,000/-

Rs. 6,00,000/-

Rupees Six Lac only.

WITNESSES

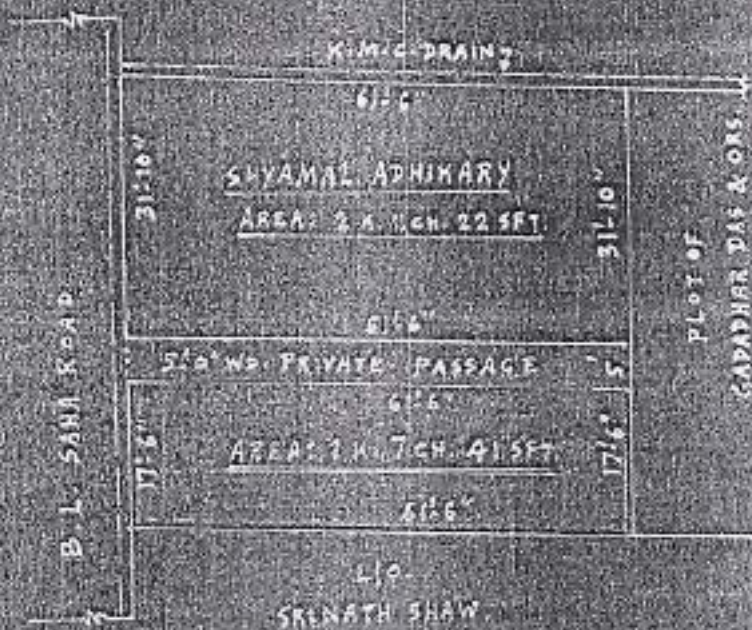
1. Soma Adhikary (Wondal)
48/162 Baganpara Rd.
Kolkata

Shyamal K. Adhikary

Signature of the VENDOR

2. Niponay Majhi
24.T.C. Rd - Kol-53

SITE PLAN FOR SRINATH SHAW,
 AT JCN, B.L. SAHA ROAD, K.M.C. WARD NO. 116, ASSESS. NO.
 41/116/93/0183/5, MUKZA: TALGHATA, J.L. NO. 10, R.S. NO. 105, TOLZI-
 No. 53, Kol-53, KHATAN NO. 749 & 293, PART OF P.D. No. 605/846,
 P.S. BEHALA, PARGANA- MAGURA, DIST. 24-PCs (S) SCALE: 1"=20'-0"
 AREA OF LAND: 1 X 7'4"=41' SFT. ... SHOWS IN RED



Drawn by

C. PA.
 P.O. NO. 10/2013
 B.L. SAHA ROAD, KOL.

Signature
 Gadadhar Das

SIGNATURE



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

Endorsement For Deed Number : I - 00589 of 2015
(Serial No. 00563 of 2015 and Query No. 1901L000000064 of 2015)

On 19/01/2015

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

Presented for registration at 14.40 hrs on :19/01/2015, at the Private residence by Srinath Shaw
Claimant.

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

Execution is admitted on 19/01/2015 by

1. Shyamal Adhikary, son of Lt. Jogendra Nath Adhikary , 93, B. L. Saha Road, Kolkata, Thana:-Behala
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession
Service
2. Srinath Shaw, son of Lt. Kalipada Shaw , 130, B. L. Saha Road, Kolkata, Thana:-Behala, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession : Business
Identified By Soma Adhikary (Mondal), wife of N. K. Mondal, 48/162, Bagan Para Road, Kolkata,
Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste:
Hindu, By Profession: Service.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 22/01/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped undor schedule 1A,
Article number : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 41800/- is paid , by the draft number 534152, Draft Date 21/01/2015, Bank Name State Bank of
India, TOLLYGUNGE CIRCULAR RD, received on 22/01/2015

(Under Article : A(1) = 41648/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- ,Excess amount = 56/- on
22/01/2015)

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.-37,86,111/-

Certified that the required stamp duty of this document is Rs.- 265048/- and the Stamp duty paid as:
Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 264100/- is paid , by the draft number 534151, Draft Date 21/01/2015, Bank
State Bank of India, TOLLYGUNGE CIRCULAR RD, received on 22/01/2015

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

22/01/2015 12:23:00

ENDORSEMENT Page 1 of 2



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

Endorsement For Deed Number : I - 00589 of 2015
(Serial No. 00563 of 2015 and Query No. 1901L000000064 of 2015)

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Endorsement Page 2 of 2

22/01/2015 12:23:00

4:9 :-

Thumb First Middle Ring Little



LEFT



RIGHT



Name: SRI SHYAMAL ADHIKARY

Signature: Sri Shyamal Adhikary



LEFT



RIGHT



Name: SRI SRINATH SHAW

Signature: Sri Srinath Shaw

Certificate of Registration under section 60 and Rule 60.

Registered in Book - I
CD Volume number 2
Page from 662 to 665
being No 00589 for the year 2015.



MZ
(Dinabandhu Roy) 22-January-2015
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

6

PM 21/11/11

25000 Rs.



IN THE COURT OF DISTRICT DELEGATE, 1st CIVIL JUDGE, SENIOR
DIVISION, AT ALIPORE.

Act 39 Case No.135 of 2011 (Probate).

Late Shanti Devi Adhikary, wife of Late Dinabandhu Adhikary resident of 93, B.L.
Saha Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas.

Deceased.

Sri Shyamal Kumar Adhikary, son of Late Jogendra Nath Adhikary, residing at 93,
B.L. Saha Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas.

Petitioner.



[Signature]
District Delegate
1st Civil Judge Senior Division, Alipore
South 24-Parganas
Alipore

West Bengal Form No. 3394.

HIGH COURT FORM NO. (J) 53
GRANT OF PROBATE OF WILL (1)
(SECTION 299 OF THE INDIAN SUCCESSION ACT 1925)

IN THE COURT OF DISTRICT DELEGATE, 1st CIVIL JUDGE, SENIOR DIVISION, AT
ALIPORE.

Act 39 Case No.135 of 2011. (Probate).

(1) Judge of the District

1, Sri Anil Kumar Prasad, 1st Civil Judge Senior
Division at Alipore

of or Delegate
appointed for granting
Probate or Letters
of Administration in
(here insert the limits
of the Delegate's
jurisdiction)

hereby make known that on the 19th day of December
in the year 2014 the last Will of

Late Shanti Debi Adhikary, wife of Late
Dinabandhu Adhikary resident of 93, B.L. Saha Road, Police Station
Behala, Kolkata-700053, District-South 24 Parganas.

a copy whereof is hereto annexed, was proved and read to
before me and that administration of the property and credits of the
said deceased, and in any way concerning his will, was granted to

1. Sri Shyamal Kumar Adhikary, son of Late Jogendra Nath Adhikary,
residing at 93, B.L. Saha Road, Police Station Behala, Kolkata-700053
District-South 24 Parganas.

the Executor in the said Will named, he have undertaken to
administer the same and to make full and true inventory of the same
property and credits, and exhibit the same in the Court within six
months from the date of this grant or within such further time as the
Court may from time to time appoint and also to render to the Court a
true account of the said property and credits within one year from the
same date or within such further time as the Court may from time to
time appoint.

Granted 24th day of

January in the year 2015 under the seal of court.

The Probate is issued on a maximum court fee stamp of Rs. 50,000/-

The Court fees paid are correct.



[Signature]
District Delegate
1st Civil Judge Senior Division, Alipore
South 24 Parganas

IN THE COURT OF DISTRICT DELEGATE, 1st CIVIL JUDGE, SENIOR DIVISION, AT ALIPORE.

Act 39 Case No.135 of 2011 (Probate).

SCHEDULE

ALL THAT piece and parcel of land measuring about 4 cottaks 13 Chittaks 42 square feet, together with two storied building erected thereon, under Mouza Italgata, Touzi No. 53, J.L. No.10, Khatian No.203, Dag No. 625, within the jurisdiction of Kolkata Municipal Corporation, under Ward No. Bearing premises no. 93, B.L. Saha Road, Kolkata-700053, Police station Bahala, District: South 24 Parganas.



[Signature]
District Delegate
1st Civil Judge, Senior Division,
District Delegate
South 24-Parganas
Alipore

SET

100
102

100
101

11

25000Rs.



District Delegate
1st Civil Judge, Senior Division, Alipore

IN THE COURT OF DISTRICT DELEGATE, 1st CIVIL JUDGE, SENIOR
DIVISION, AT ALIPORE.

Act 35 Case No.135 of 2011 (Probate).

Late Shanti Debi Adhikary, wife of Late Dinabandhu Adhikary resident of 93, B.L.
Saha Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas

Deceased.

Sri Shyamal Kumar Adhikary, son of Late Jogendra Nath Adhikary, residing at 93,
B.L. Saha Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas

Petitioner.



[Handwritten Signature]
District Delegate
1st Civil Judge, Senior Division, Alipore
District Delegate
South 24-Parganas
Alipore