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Saha & Ray

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911
128

M.v 11,00,880/-

M.v. amount Rs. 3,22,250/-

by D.T.G. Range-I, Bhawanee

Bhawanee Bhawan - vide memo NO-205 dated-23/3/07

028261

28/3/07
11655/-

2145/-

28/3/07

Stamp of Registrar of Conveyances, Kolkata

28-3-07. Rs 10,700/-

CONVEYANCE

1. Date: 19th January, 2007
2. Place: Kolkata
3. Parties:
 - 3.1 Abhijit Samantaray, son of Late Arabinda Samantaray, residing at 17C, Nalin Sarkar Street, Kolkata-700004

23. 5. A.
A-1947-
E-7-
1954-

Attachment
1,77,600
A-1947
E-7
1954

COMPARED AND FOUND TO BE CORRECT
RANGSHU GOPAL MANDAL
ADVOCATE

WATAN L.S. NOTARY
REGD. NO. 423194

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- 3.2 **Biswajit Samantaray**, son of Late Arabinda Samantaray, residing at 17C, Nalin Sarkar Street, Kolkata-700004
- 3.3 **Amarendra Samantaray**, son of Bishnu Charan Samantaray, residing at 17C, Nalin Sarkar Street, Kolkata-700004
- 3.4 **Ajit Kumar Samantaray**, son of Bishnu Charan Samantaray, residing at 17C, Nalin Sarkar Street, Kolkata-700004
- 3.5 **Bishnu Charan Samantaray**, son of Late Mayadhar Samantaray, residing at 17C, Nalin Sarkar Street, Kolkata-700004
Vendor Nos. 3.1 to 3.5 also residing at Village and Post Office Arakhpur, Police Station Barchana, District Jajpur, Orissa and all represented by their constituted attorney, the Vendor No. 3.8
- 3.6 **Gita Biswal**, daughter of Bishnu Charan Samantaray and wife of Basudeb Biswal, residing at 17C, Nalin Sarkar Street, Kolkata-700004 and also residing at M-5/21, Acharya Vihar, Bhubaneswar - 951013, Orissa
- 3.7 **Lata Mohanty** daughter of Bishnu Charan Samantaray and wife of Ashok Mohanty residing at 17C, Nalin Sarkar Street, Kolkata-700004 and also residing at M-5/29, Acharya Vihar, Bhubaneswar - 951013, Orissa
Vendor Nos. 3.6 and 3.7 represented by their constituted attorney, the Vendor No. 3.8
- 3.8 **Aswini Kumar Samantaray**, son of Bishnu Charan Samantaray, residing at 17C, Nalin Sarkar Street, Kolkata-700004 for self and as the constituted attorney for Vendor Nos. 3.1 to 3.7
(collectively **Vendors**, includes successors-in-interest)

And

- 3.9 **Ideal Unique Realtors Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071
(**Purchaser**, includes successors-in-interest and/or assigns).

Vendors and Purchaser collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

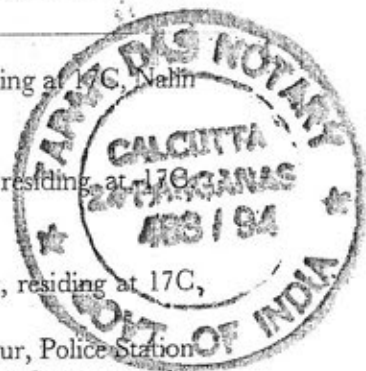
- 4.1 **Said Share In Said Property:** Undivided 6.25% (six point two five percent) share (**Said Share**) in land measuring 8 (eight) cottah, more or less **together with** the houses and structures erect thereon, situate, lying at and being Municipal Premises No.164, Shri Arabinda Sarani (formerly Premises No.73/7, Grey Street), Police Station Burtalla, Kolkata-700006, demarcated in colour **Red** on the **Plan** attached (**Said Property**), the Said Share in the Said Property being described in the **Schedule** below (**Said Share In Said Property**) and all usufructs thereof.

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attested by L.L. Advocate

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ADVOCATE



5. **Background, Representations, Warranties and Covenants:**

- 5.1 **Representations and Warranties Regarding Title:** The Vendors represent, warrant and covenant regarding title as follows:
- 5.1.1 **Ownership of (Smt.) Gouri Dassi:** (Smt.) Gouri Dassi was the owner of the Said Property.
- 5.1.2 **Demise of (Smt.) Gouri Dassi:** (Smt.) Gouri Dassi died in the year 1943, after having made and published her last will and testament dated 16th March, 1937 (**Gouri Dassi's Will**) and probate thereof was granted on 28th March, 1947 by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction. Under Gouri Dassi's Will, she bequeathed all her properties to her son Dulal Chandra Sadhukhan with the stipulation that her son would have life interest and after his death, the properties would devolve on her son's sons in equal share.
- 5.1.3 **Demise of Dulal Chandra Sadhukhan:** Dulal Chandra Sadhukhan, a Hindu governed by the Hindu Succession Act, 1956, died on 14th February, 1968, leaving behind him surviving four sons, namely Kamal Kanta Sadhukhan, Nilmoni Sadhukhan, Jagabandhu Sadhukhan by his first wife (Smt.) Mahamaya Dassi and Chandra Sekhar Sadhukhan by his second wife (Smt.) Durgarani Dassi.
- 5.1.4 **Share in Said Property:** In accordance with Gouri Dassi's Will, each of the said four sons of Late Dulal Chandra Sadhukhan had a 25% (twenty five percent) share or interest inter alia in the Said Property.
- 5.1.5 **Partition Suit:** In or about August 1968, Kamal Kanta Sadhukhan and Nilmoni Sadhukhan instituted a suit in the Hon'ble High Court at Calcutta for partition and administration of the estate of Late Gouri Dassi and the same was registered as Suit No.2267 of 1968 (Kamal Kanta Sadhukhan & Nilmoni Sadhukhan -vs- Jagabandhu Sadhukhan & Chandra Sekhar Sadhukhan) (**Partition Suit**).
- 5.1.6 **Demise of Nilmoni Sadhukhan:** During pendency of the Partition Suit, Nilmoni Sadhukhan, a bachelor Hindu governed by the Hindu Succession Act, 1956, died intestate on 9th September, 1973 and thus his share or interest inter alia in the Said Property devolved in equal share on his 2 (two) full brothers, namely Kamal Kanta Sadhukhan and Jagabandhu Sadhukhan and his 2 (two) full sisters, namely (Smt.) Banamala Sadhukhan and (Smt.) Subarna Sadhukhan.
- 5.1.7 **Terms of Settlement:** In accordance with a Terms of Settlement filed by all the parties to the Partition Suit, a preliminary decree dated 8th February, 1974 was passed by the Hon'ble High Court declaring inter alia that (1) Kamal Kanta Sadhukhan has 31.25% (thirty one point two five percent) share or interest inter alia in the Said Property, (2) Jagabandhu Sadhukhan has 31.25% (thirty one point two five percent) share or interest inter alia in the Said Property, (3) (Smt.) Banamala Sadhukhan has 6.25% (six point two five percent) share or interest inter alia in the Said Property, (4) (Smt.) Subarna Sadhukhan has 6.25% (six point two five percent) share or interest inter alia in the Said Property and (5) Chandra Sekhar Sadhukhan has 25% (twenty five percent) share or interest inter alia in the Said Property.
- 5.1.8 **Sale by (Smt.) Subarna Sadhukhan:** By an Indenture dated 6th May, 1983 registered in the Office of the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume No.183, Pages 1 to 19, Being No.4465 for the year 1983, (Smt.) Subarna



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Sadhukhan sold and conveyed inter alia the entirety of her 6.25% (six point two five percent) share and/or interest in the Said Property (which is the Said Share In Said Property described in the **Schedule** below), to Arabinda Samantaray, since deceased (the father of the Vendor Nos. 3.1 and 3.2) and the Vendor Nos. 3.3, 3.4 and 3.8, jointly and in equal shares, for the consideration mentioned therein.

5.1.9 **Demise of Arabinda Samantaray:** Arabinda Samantaray, a Hindu governed by the Hindu Succession Act, 1956, died intestate on 10th November, 1984, leaving behind him surviving his mother Sita Samantaray and 2 (two) sons, namely Abhijit Samantaray and Biswajit Samantaray as his only legal heirs and successors, his wife ~~Binita~~ Basanti Samantaray having pre-deceased him on 18th April, 1978. Each of the said legal heirs and successors thus inherited an undivided 1/12th share in the Said Share In Said Property.

5.1.10 **Demise of Sita Samantaray:** Sita Samantaray, the mother of Late Arabinda Samantaray, a Hindu governed by the Hindu Succession Act, 1956, died intestate on 23rd October, 1991, leaving behind her surviving her husband Bishnu Charan Samantaray, her 3 (three) sons namely Amarendra Samantaray, Aswini Kumar Samantaray and Ajit Kumar Samantaray, her 2 (two) daughters namely Gita Biswal and Lata Mohanti and her two grandsons (son's of her predeceased son) namely Abhijit Samantaray and Biswajit Samantaray as her only legal heirs and successors. Each of the said legal heirs and successors (excepting Abhijit Samantaray and Biswajit Samantaray) thus inherited an undivided 1/84th share in the Said Share In Said Property and Abhijit Samantaray and Biswajit Samantaray each inherited undivided 1/168th share in the Said Share In Said Property.

5.1.11 **Current Status of Vendors' Ownership:** In the circumstances, the Vendors are collectively the joint owners of the Said Share In Said Property and all usufructs thereof, being an undivided 6.25% (six point two five percent) share in the Said Property and all usufructs thereof, the respective shares or interest of the Vendors being as follows:

(a)	Abhijit Samantaray	7.5/84
(b)	Biswajit Samantaray	7.5/84
(c)	Amarendra Samantaray	22/84
(d)	Ajit Kumar Samantaray	22/84
(e)	Bishnu Charan Samantaray	1/84
(f)	Gita Biswal	1/84
(g)	Lata Mohanti	1/84
(h)	Aswini Kumar Samantaray	22/84

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:

5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition or requisition of the Said Share In Said Property and declare that the Said Share In Said Property is not affected by any scheme of any Authority, Government or Statutory Body.

5.2.2 **No Excess Land:** The Vendors do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

5.2.3 **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,

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including grant of right of easement, whereby the Said Share In 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 Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share In Said Property to the Purchaser on "as is where is" basis and subject to the right of the Occupants (defined in Clause 5.2.8 below).
- 5.2.5 **No Certificate Case:** No Certificate Case is pending for realization of any taxes from the Vendors.
- 5.2.6 **No Right of Preemption:** No person or persons whosoever have/had/has ever claimed any right of preemption over and in respect of the Said Share In Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Share In Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Share In Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions and requisitions whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Share In Said Property is free, clear and marketable **save** that the Said Property are under occupation of monthly tenant (**Occupant**) and there is arrear in payment of municipal rates and taxes (collectively **Arrear Taxes**).
- 5.2.9 **No Personal Guarantee:** The Said Share In 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 statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Share In Said Property or any part thereof.
- 5.3 **Agreement:** The Parties have discussed and it has been agreed that the Purchaser shall purchase the entirety of the Said Share In Said Property and all usufructs thereof and the Vendors shall sell the same to the Purchaser free from all encumbrances save and except that such sale shall be subject to the rights of the Occupants and the pendency of the Arrear Taxes, on "as is where is" basis.
- 5.4 **Transfer of Title:** The Vendors are now executing this conveyance to complete the transfer of title of the Said Share In Said Property and all usufructs thereof in favour of the Purchaser.

6. **Transfer:**

- 6.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Share In Said Property described in the **Schedule** below and all usufructs thereof, being an undivided 6.25% (six point two five percent) share in land measuring 8

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(eight) cottah, more or less **together with** the houses and structures erect thereon, situate, lying at and being Municipal Premises No.164, Sri Arambda Sarani (formerly Premises No. 73/7, Grey Street), Police Station Burralla, Kolkata-700006, demarcated in colour **Red** on the **Plan** attached, in the manner herein mentioned.

- 6.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.1,77,600/- (Rupees one lac seventy seven thousand and six hundred), paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge. The said Consideration has been received and shared by the Vendors as follows:

(a)	Abhijit Samantaray	Rs.15,857.00 (Rupees fifteen thousand eight hundred and fifty seven)
(b)	Biswajit Samantaray	Rs.15,857.00 (Rupees fifteen thousand eight hundred and fifty seven)
(c)	Amarendra Samantaray	Rs.46,514.00 (Rupees forty six thousand five and fourteen)
(d)	Ajit Kumar Samantaray	Rs.46,515.00 (Rupees forty six thousand five and fifteen)
(e)	Bishnu Charan Samantaray	Rs.2,114.00 (Rupees two thousand one hundred and fourteen)
(f)	Gita Biswal	Rs.2,114.00 (Rupees two thousand one hundred and fourteen)
(g)	Lata Mohanty	Rs.2,114.00 (Rupees two thousand one hundred and fourteen)
(h)	Aswini Kumar Samantaray	Rs.46,515.00 (Rupees forty six thousand five and fifteen)

7. Terms of Transfer:

7.1 **Salient Terms:** The transfer being effected by this Conveyance is:

7.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

7.1.2 **Absolute:** absolute, irreversible and perpetual.

7.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions and requisitions whatsoever or howsoever but subject to Arrear Taxes and rights of Occupants.

7.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Share In Said Property and all other appurtenances including but not limited to customary and other right of easements for beneficial use of the Said Share In Said Property and all usufructs thereof such as share of rents and deposits collected from the Said Property by the Receiver in the Partition Suit.

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

7.2.1 **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 such express indemnification by the Vendors, which if found defective or

Witnessed to by the Copy
advised on. Let Advocate

VAPAN LAL, NOTARY
REGD. NO. 483/94

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untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and correctify.

- 7.2.2 **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.
- 7.3 **Delivery of Possession:** Notional and constructive possession of all parts and portions of the Said Property have been handed over by the Vendors to the Purchaser.
- 7.4 **Outgoings:** The Arrear Taxes shall be borne and paid by the Purchaser with regard to which the Purchaser hereby indemnifies and agrees to keep the Vendors fully and comprehensively saved, harmless and indemnified.
- 7.5 **Holding Possession:** The Vendors hereby covenant 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 person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 7.6 **No Objection to Mutation:** The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records. The Vendors undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Share In Said Property in the name of the Purchaser and in this regard the Vendors shall sign all documents and papers as required by the Purchaser.
- 7.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every reasonable request and cost of the Purchaser and/or the 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 Purchaser's title to the Said Share In Said Property.

Schedule
(Said Share In Said Property)

The undivided 6.25% (six point two five percent) share in land measuring 8 (eight) cottah, more or less **together with** the houses and structures erect thereon, situate, lying at and being Municipal Premises No.164, Shri Arabinda Sarani (formerly Premises No. 73/7, Grey Street), Police Station Burtalla, Kolkata-700006, Registration District Kolkata, within Ward No.11 of the Kolkata Municipal Corporation, demarcated in colour **Red** on the **Plan** attached and butted and bounded as follows:

On the North	: By Municipal Road known as Shri Arabinda Sarani
On the East	: By Premises No. 156/2, Acharya Prafulla Chandra Road
On the South	: By Premises No. 162, Shri Arabinda Sarani
On the West	: By Premises No. 162, Shri Arabinda Sarani

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Together with all usufructs and all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share In Said Property:

8. Execution and Delivery:

8.1 In Witness Whereof the Vendors have executed and delivered this Conveyance on the date mentioned above.



For Self and as Constituted Attorney of
Abhijit Samantaray
Biswajit Samantaray
Amarendra Samantaray
Ajit Kumar Samantaray
Bishnu Charan Samantaray
Gita Biswal
Lata Mohanty

Aswini Kumar Samantaray
(Aswini Kumar Samantaray)

[Vendors]

Witnesses:

Signature *[Signature]*
Name Amalendu Ghoshal
Father's Name _____
Address _____

Signature *[Signature]*
Name Rajesh Gangopadhyay
Father's Name Amalendu Gangopadhyay
Address 50, J.C. Nelson Road
Kol-71

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Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs. 1,77,600/- (Rupees one lac seventy seven thousand and six hundred) towards full and final payment of the consideration for sale of the Said Share In Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Tavburing
P.O. No. 728133	15.01.2007	Bank of India	15,857.00	Abhijit Samantaray
P.O. No. 728096	15.01.2007	Bank of India	15,857.00	Biswajit Samantaray
P.O. No. 728119	15.01.2007	Bank of India	46,514.00	Amarendra Samantaray
P.O. No. 728103	15.01.2007	Bank of India	46,515.00	Ajit Kumar Samantaray
Ch. No. 582982	15.01.2007	Bank of India	2,114.00	Bishnu Charan Samantaray
Ch. No. 582990	15.01.2007	Bank of India	2,114.00	Gita Biswal
Ch. No. 582997	15.01.2007	Bank of India	2,114.00	Lata Mohanti
P.O. No. 728126	15.01.2007	Bank of India	46,515.00	Aswini Kumar Samantaray

For Self and as Constituted Attorney of
 Abhijit Samantaray
 Biswajit Samantaray
 Amarendra Samantaray
 Ajit Kumar Samantaray
 Bishnu Charan Samantaray
 Gita Biswal
 Lata Mohanti

Aswini Kumar Samantaray
 (Aswini Kumar Samantaray)

[Vendors]

Witnesses:

Signature _____

Name _____

Signature _____

Name _____

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 9 REGD. NO. 483/94

12 APR 2007

BOUNDARY PLAN OF PREMISES No. 164, ARABINDA SARANI, KOLKATA

AREA OF LAND - 8K - 0CH - 0SFT



ARABINDA SARANI



SARANI

162, ARABINDA

156/2, ACHARYA PRAFULLA CHANDRA ROAD

For Self and as Constituted Attorney of
Abhijit Samantary
Biswaji Samantary
Amarendra Samantary
Ajit Kumar Samantary
Bishnu Chandra Samantary
Sita Biswal
Sata Mohanty
Attest *Attest* *Attest* *Attest* *Attest*
Swini Kumar Samantary

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attested by the Advocate

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BLGD, NO.483/94

12 APR 2007

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S. G. Hiranjan



Little	Ring	Middle	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little



Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

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attested by me

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REGD. NO. 483/94

12 APR 2007

SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



Asocini Kumar Samantary



	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little

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REGD. NO. 483/94

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2007

DATED 19th DAY OF January, 2007

Between

Abhijit Samantaray & Ors.
Vendors

And

Ideal Unique Realtors Private Limited
... Purchaser



Handwritten signature and number 11/4107

CONVEYANCE

6.25% Share in
Premises No. 164, Shri Arabinda Sarani
Kolkata-700006



Saha & Ray

Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

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attested by Ld. Advocate

Handwritten signature

Handwritten signature and date 12 APR 2007

COMPARED AND FOUND
TO BE CORRECT
CHANDU GOPAL MANDAL
ADVOCATE

REGD. NO. 483/94

12 APR 2007