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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheet/s attached with this document are the part of this document.

Asst. Dist. Sub-Registrar
Kolkata, District 24, Faridpur

18 AUG 2016

CONVEYANCE

1. Dated: 12th August, 2016
2. Place: Kolkata
3. Parties:

88478

Sl No Sold To
Rs
P. K. DAS
(Govt) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kol-87
L. No-285, RS.....
Date..... Sign.....

Sujata Ghosh
Advocate
High Court Calcutta

5 AUG 2016

Choraria

(ALOK KUMAR CHORARIA)



২১৭৭
5568

VISUAL IMAGING SYSTEMS (P) LTD.

Choraria

DIRECTOR



২১৭৭
5569

Nawal Jain

(NAWAL KUMAR JAIN)



Identified by me:

Pital Dulla, d/o Kalyan Dulla
Advocate [WB/2072/2009]
High Court, Calcutta

- 3.1 Mina Narang [PAN ABIPN4403H], daughter of Late Phani Bhusan Chatterjee and wife of Late Rajender Kumar Narang, presently residing at X1003, Tower 1, Adarsh Palm Retreat, Devarabeesenahalli, Outer Ring Road, Bangalore 560103 and permanently residing at 62, Shakespeare Sarani, Post Office Shakespeare Sarani, Police Station Shakespeare Sarani, Kolkata-700017, and also at 23B, Rashbehari Avenue, Kolkata-700026, Post Office Kalighat, Police Station Kalighat

Being represented by her lawful and constituted attorney, Nawal Kumar Jain [PAN ACQPJ9899N], son of Late Bhanwar Lal Jain, residing at 55/1, Rashbehari Avenue, Post Office Kalighat, Police Station Tollygunge, Ward No.84, Kolkata-700026 [appointed by a virtue of Power of Attorney dated 8th August, 2016, registered in the Office of the Sub-Registrar, Shivajinagara (Varthur) Bangalore, in Book No.IV, being Deed No.97/16-17]
(Vendor, includes successors-in-interest)

And

- 3.2 Visual Imaging Systems Private Limited [PAN AABCVo354N], a company incorporated under the Companies Act, 1956, having its registered office at Room No. 304, 3rd Floor, 83/85, Netaji Subhas Road, Post Office Khangrepatty, Kolkata-700001, Police Station Burrabazar, being represented by its director, Alok Kumar Choraria, son of Suparas Mal Choraria, working for gain at Room No. 304, 3rd Floor, 83/85, Netaji Subhas Road, Post Office Khangrepatty, Kolkata-700001, Police Station Burrabazar (Purchaser, includes successors-in-interest and/or assigns)

Vendor and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES:

4. Subject Matter of Conveyance

- 4.1 Said Property: Undivided 1/4th (one-fourth) share in land measuring 5 (five) *cottah* 2 (two) *chittack* 8 (eight) square feet, more or less, equivalent to 1 (one) *cottah* 4 (four) *chittack*, 24.5 (twenty four point five) square feet, more or less (Said Share In Said Land), as per partition deed situates, lying at and being a part of Municipal Premises No. 25, Rashbehari Avenue, Kolkata-700026, Police Station Kalighat, within Ward No. 83 of the Kolkata Municipal Corporation, Sub-Registration Alipore, District South 24 Parganas (Said Land), together with undivided proportionate share in existing structures (Said Structures), equivalent to 740 (seven hundred and forty) square feet, more or less (Said Share In Said Structure) and together with existing tenants in Said Structures and together with all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the same or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to



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belong or appertain thereto and together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the same and together with appurtenances and inheritances for access and user thereof, free from all encumbrances [the Said Land and Said Structure, collectively Said Premises, morefully described in the 1st Schedule below and delineated in the Plan annexed herewith and boarded in colour Red thereon and the Said Share In Said Land and the Said Share In Said Structure, collectively Said Share In Said Premises], the Said Share In Said Premises and the proportionate appurtenances, described in the 2nd Schedule below (collectively Said Property).

5. Background, Representations, Warranties and Covenants

5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Ownership of Phani Bhusan Chatterjee:** By virtue of final decree passed in Title Suit No. 109 of 1961 filed before the Third Subordinate Judge, Alipur, South 24 Parganas, Phani Bhusan Chatterjee was allotted the entirety of the Said Premises, comprising in, (i) the Said Land, being land measuring 5 (five) *cottah* and 2 (two) *chittack*, 8 (eight) square feet, more or less, as per partition deed situated lying at and being a part of Municipal Premises No. 25, Rashbehari Avenue, Kolkata-700026, Police Station Kalighat, within Ward No. 83 of the Kolkata Municipal Corporation, Sub-Registration Alipore, District South 24 Parganas and (ii) the Said Structures, absolutely and in exclusion of other contesting parties and co-sharers, namely, Bibhuti Bhusan Chatterjee and Chandra Bhusan Chatterjee.

5.1.2 **Demise of Phani Bhusan Chatterjee:** Phani Bhusan Chatterjee, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 4th November, 1968, leaving behind him surviving his only son Sankar Chatterjee and 3 (three) daughters, namely, Rubi Mukherjee, Mina Narang and Debi Chakraborty, as his only legal heir and heiresses, who inherited the entirety of the Said Premises, jointly and in equal share [his wife Rani Chatterjee has also died on 4th October, 1985].

5.1.2 **Absolute Ownership of Vendor:** Thus, Mina Narang (the Vendor herein), being one of the legal heirs of Late Phani Bhusan Chatterjee, has become the absolute owner of the Said Property, described in the 2nd Schedule below (comprising of the Said Share In Said Premises and proportionate appurtenances therein), being the undivided 1/4th (one-fourth) share in Said Premises.

5.1.3 **Grant of POA:** By a Power of Attorney dated 8th August, 2016, registered in the Office of the Sub-Registrar, Shivajinagara (Varthur) Bangalore, in Book No.IV, being Deed No.97/16-17, the Vendor appointed Nawal Kumar Jain as her lawful and constituted attorney and has empowered him to sign, execute, present and register this conveyance on her behalf, the POA is still valid and subsisting and has not yet been revoked by the Vendor.



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5.2 **Representations and Warranties Regarding Encumbrances:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding encumbrances:

5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.

5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.

5.2.3 **No Encumbrance by Act of Vendor:** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.

5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.

5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.

5.2.6 **No Right of Preemption:** No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.

5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

5.2.8 **Free From All Encumbrances:** Save and except the existing tenants, details of which are given in the 3rd Schedule below, the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the 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 Vendor



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or the Vendor' predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

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

5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

6.1 Sale of Said Property: The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same from the Vendor.

7. Transfer

7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, described in the 2nd Schedule below, comprising of the (i) Said Share In Said Land, i.e. land measuring 1 (one) *cottah* 4 (four) *chittack*, 24.5 (twenty four point five) square feet, situated, lying at and being a part of Municipal Premises No. 25, Rashbehari Avenue, Kolkata-700026, Police Station Kalighat, within Ward No. 83 of the Kolkata Municipal Corporation, Sub-Registration Alipore, District South 24 Parganas and (ii) the Said Share In Said Structure, i.e. existing structures measuring 740 (seven hundred and forty) square feet, more or less, and together with existing tenants in Said Structures and together with all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the same or any part or portion thereof belonging thereto or in any ways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto and together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the same and together with appurtenances and inheritances for access and user thereof, free from all encumbrances.



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7.2 **Consideration:** The total transfer shall be made aforesaid transfer is being made in consideration of a sum of Rs.5,00,000/- (Rupees five lac), receipts of which the Vendor hereby as well as Memo of Consideration below written, admits and acknowledges.

8. Terms of Transfer

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

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

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

8.1.3 **Free from Encumbrances:** Save and except the existing tenants, details of which are given in the 3rd Schedule below, free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** Save and except the existing tenants, details of which are given in the 3rd Schedule below together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Indemnification:** The Vendor hereby indemnifies the Purchaser about the correctness of the Vendor's title, Vendor's authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of the aforesaid.



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- 8.3 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.4 **Delivery of Possession:** The Vendor hereby delivers *Khas*, vacant and peaceful possession of the Said Property to the Purchaser. The Purchaser hereby confirms that, the Purchaser has received the *Khas*, vacant and peaceful possession of the Said Property.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

1st Schedule
(Said Premises)

Land measuring 5 (five) *cottah* 2 (two) *chittack* 8 (eight) square feet, more or less, as per partition deed situates, lying at and being a part of Municipal Premises No. 25, Rashbehari Avenue, Kolkata-700026, Police Station Kalighat, within Ward No. 83 of the Kolkata Municipal Corporation, Sub-Registration Alipore,



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District South 24 Parganas, i.e. the Said Land together with the existing structures i.e. the Said Structure, the Said Land and the Said Structure, collectively Said Premises, delineated in the Plan attached herewith, boarded in colour Red thereon, butted and bounded as follows:

On The North: By Premises No.1, Dharamdas Row

On The East: By 15 feet wide Lane, Dharamdas Row

On The South: By 15 feet wide common passage

On The West: Partly by common passage, partly by premises no.23B and 23C, Rashbehari Avenue

2nd Schedule
(Said Property)
[The Subject Matter of Sale]

Undivided $\frac{1}{4}$ th (one-fourth) share in Said Land, morefully described in the 1st Schedule above, being land measuring 1 (one) *cottah* 4 (four) *chittack*, 24.5 (twenty four point five) square feet, more or less, together with undivided proportionate share in the Said Structure, morefully described in the 1st Schedule above, being 740 (seven hundred and forty) square feet, more or less [the Said Share In Said Land and Said Share In Said Structure, collectively Said Property].

Together with existing tenants, morefully described in the 3rd Schedule below.

And Together With all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the same or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto

And Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property.

And Together With appurtenances and inheritances for access and user thereof, free from all encumbrances.

3rd Schedule
(List Of Tenants)

Tenants	Area (in square feet)
Smt. Khuku Chakraborty	370
Sri. Rohini Kumar Chakraborty	370



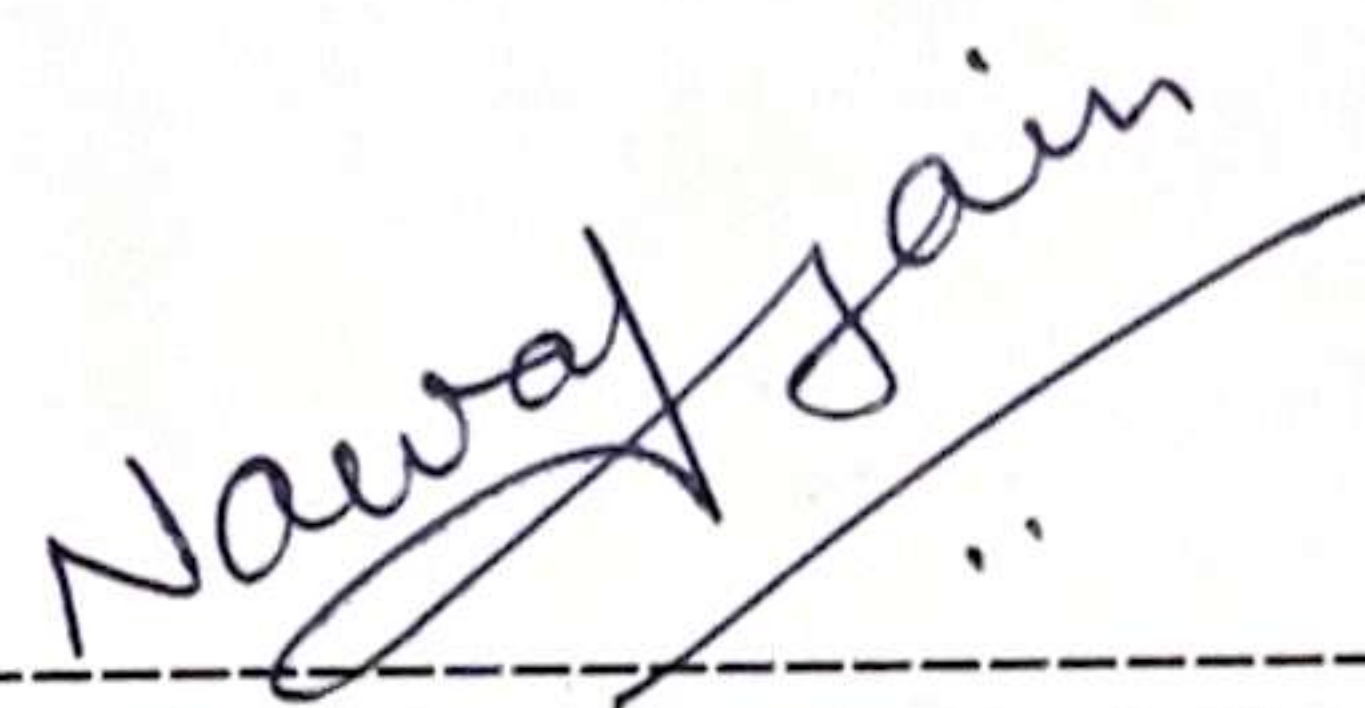
Signature.....

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9. Execution and Delivery

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



[Nawal Kumar Jain, being the lawful and
Constituted attorney of Mina Narang]
[Vendor]

VISUAL IMAGING SYSTEMS (P) LTD.

DIRECTOR

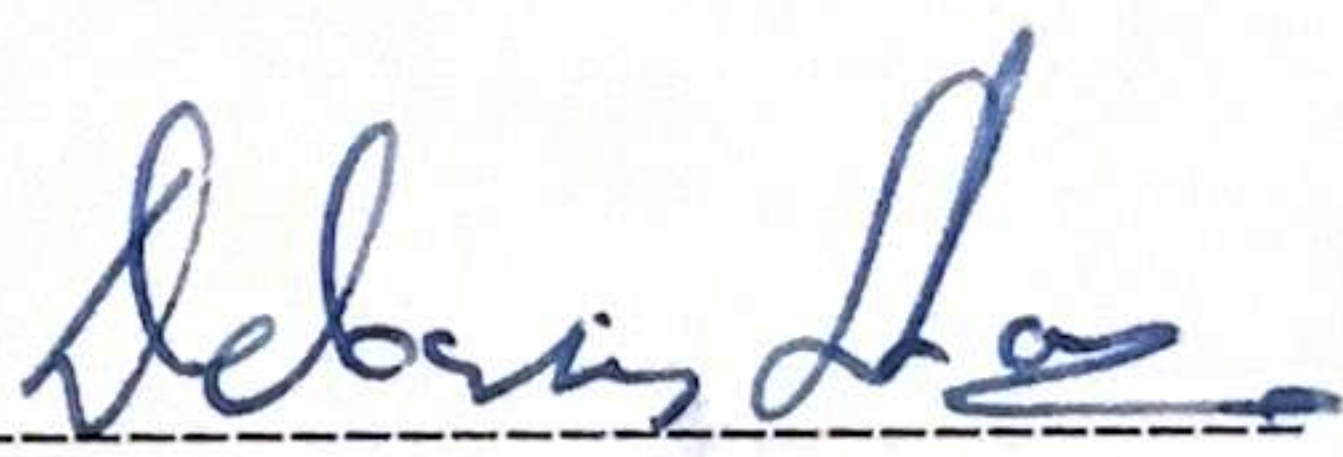
[Alok Kumar Choraria]
[Director]
[Visual Imaging Systems Private Limited]
[Purchaser]

Drafted by:


Sujata Ghosh
Advocate
High Court at Calcutta
[F/1601/2008]

Witnesses:

Signature TITIL DUTTA
Name TITIL DUTTA
Father's Name Kalyan Dutta
Address 1/A, Vansilata Row
Kol-1, Advocati


Signature DEBASIS SHAW
Name DEBASIS SHAW
Father's Name G. Shaw
Address 11/1 S. B. Roy
St. Kol-12



Signature.....

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Receipt and Memo of Consideration of Vendor

Received from the within named Purchaser the within mentioned sum of Rs.5,00,000/- (Rupees five lac) towards full and final payment of the Vendor's Consideration of the Said Property, described in 2nd Schedule above, in the following manner:

Cheque No.	Date	Bank	Amount (Rs.)
917902	5.08.16	United Bank Of India	5,00,000/-
		Total	5,00,000/-

Nawal Jain

[Nawal Kumar Jain, being the lawful and
Constituted attorney of Mina Narang]
[Vendor]

Witnesses:

Signature Tital Dutt
Name TITIL DUTTA

Signature Debasis Shaw
Name DEBASIS SHAW



Signature.....

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