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 dt ५.२.०६
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M.V. Assessed
 १५,९०,३०२/-

२१३१ २१०२ ३१११

कमलेश्वर

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CONVEYANCE

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 Addl. Registrar of Assurances-II
 Kolkata.

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 ५५१- ५-
 ५५८०-

1. **Date:** 8th May 2007
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Sova Das**, wife of Bablu Das
 - 3.2 **Ram Shankar Mishra**, son of Late Kedarnath Mishra both residing at 26, Tarak Chatterjee Lane, Kolkata-700005 (collectively **Vendors**, includes successors-in-interest)

2101/- 17-1-08

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7 MAY 2007

SAHA & RAY
Advocates
3A/1, 3rd Floor, Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata - 700001

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D.K. Ghosh
D.K. Ghosh
No claimant

WILTS KURAK DUN DUN DUN

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1039

Sova Das wife Bablu Das
from Shonar Mishra to
late Kedar Das Mishra 6012
at 26, Tarak Chatterjee Lane
KOL - 5

21812101311/11



Bappa Das

Son of Bablu Das

26C, Ashok Gosh west

Kul - 700108

Bappa Das
of Bablu Das
at 26b, Ashok Gosh (West)
KOL - 700108

8/5/07

And

- 3.3 **Impressive Realtors Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office on the 3rd floor at 7, Chittaranjan Avenue, Kolkata-700072

(collectively **Purchaser**, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 0.48 (zero point four eight) decimal, more or less, contained in R.S./L.R. *Dag* No.497 recorded in R.S./L.R. *Khatian* No.251, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and more fully described in **Part-I** of the **1st Schedule** below (**First Land**) **And** *sali* (agricultural) land measuring 4.39 (four point three nine) decimal, more or less, contained in R.S./L.R. *Dag* No.496 recorded in R.S./L.R. *Khatian* No.167, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and more fully described in **Part-II** of the **1st Schedule** below (**Second Land**), the First Land and the Second Land collectively described in the **2nd Schedule** below (collectively **Said Property**).

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 **Sale of Said Property to the Vendors:** By Kobala (Deed of Sale) dated 28th June, 1985 and registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City) in Book No. I, Volume No. 92F, Pages 327 to 336, Being No. 4910 for the year 1985, Kalipada Saha, Nilratan Saha, Jiban Krishna Saha, Pradip Kumar Saha and Dipti Rani Saha, for self and as legal guardian of her minor son Sudip Saha, sold, conveyed and transferred all their right, title and interest in the Said Property to and in favour of the Vendors herein, absolutely and forever and for the consideration mentioned therein.
- 5.1.2 **Absolute Ownership of Vendors:** In the abovementioned circumstances, the Vendors have become the absolute and joint owners of the Said Property, each having equal share therein.
- 5.1.3 **True and Correct Representations:** The Vendors are the absolute, joint and undisputed owners of the Said Property as mentioned above and such representation of the Vendors are true and correct.
- 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, requisition or vesting of the Said Property and declare that the

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Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

- 5.2.2 **No Excess Land:** The Vendors do 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.
- 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, 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 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.
- 5.2.5 **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 taxes from the Vendors.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutter*s, 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 Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding:

- 6.1 **Agreement to Sell and Purchase:** The Vendors have approached the Purchaser and offered to sell the Said Property to the Purchaser and the Purchaser, based on the representation, warranty and covenant mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), have agreed to purchase the Said Property from the Vendors.

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7. Transfer:

7.1 **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 Property described in the **2nd Schedule** below, being the First Land, i.e. *sali* (agricultural) land measuring 0.48 (zero point four eight) decimal, more or less, contained in R.S./L.R. *Dag* No.497 recorded in R.S./L.R. *Khatian* No.251, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and more fully described in **Part-I** of the **1st Schedule** below, the Second Land, i.e. *sali* (agricultural) land measuring 4.39 (four point three nine) decimal, more or less, contained in R.S./L.R. *Dag* No.496 recorded in R.S./L.R. *Khatian* No.167, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and more fully described in **Part-II** of the **1st Schedule** below **Together with** all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property, free from all encumbrance.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.4,00,000/- (Rupees four lac) 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.

8. Terms of Transfer:

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

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

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

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*s, 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 Vendors or the Vendors' predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

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

8.2.1 **Indemnification:** 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 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/or rectify.

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- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendors and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 8.4 **Outgoings:** All statutory revenue, cess, 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.
- 8.5 **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.
- 8.6 **Indemnity:** The Vendors hereby covenant 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 of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser by reason of any defect in title of the Vendors or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake 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.
- 8.8 **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 request and cost of the Purchaser and/or the Purchasers' 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
Part-I
(First Land)

Sali (agricultural) land measuring 0.48 (zero point four eight) decimal, more or less, contained in R.S./L.R. *Dag* No.497 recorded in R.S./L.R. *Khatian* No.251, *Mouza*

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~~REGISTRAR OF ASSURANCES~~
~~GUYANA~~

Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and said *Dag* being butted and bounded as follows:

- On the North** : By R.S./L.R. *Dag* No. 498
On the East : By R.S./L.R. *Dag* No. 549
On the South : By R.S./L.R. *Dag* No. 496
On the West : By R.S./L.R. *Dag* Nos. 490 (P) and 491 (P)

Part-II
(Second Land)

Sali (agricultural) land measuring 4.39 (four point three nine) decimal, more or less, contained in R.S./L.R. *Dag* No.496 recorded in R.S./L.R. *Khatian* No.167, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and said *Dag* being butted and bounded as follows:

- On the North** : By R.S./L.R. *Dag* Nos. 495 and 497
On the East : By R.S./L.R. *Dag* Nos. 549, 550 and 551
On the South : By *Mouza* Dashadron
On the West : By R.S./L.R. *Dag* Nos. 494 and 495

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

Sali (agricultural) land measuring 0.48 (zero point four eight) decimal, more or less, contained in R.S./L.R. *Dag* No.497 recorded in R.S./L.R. *Khatian* No.251, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and described in **Part-I** of the **1st Schedule** above.

Sali (agricultural) land measuring 4.39 (four point three nine) decimal, more or less, contained in R.S./L.R. *Dag* No.496 recorded in R.S./L.R. *Khatian* No.167, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and described in **Part-II** of the **1st Schedule** above.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

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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.

विक्रेता

21/01/2022 21/1

[Vendors]

Read over & Explained to Both of them in Bangali & Hindi

Witnesses:

Bappa Das

Signature Bappa Das

Signature Dabu Das

Name BAPPA DAS

Name DABU DAS

Father's Name Bablu Das

Father's Name mehro Das

Address 266 Ashok Gosh
Went Kal- 700108

Address Sukh (Anzel hind gaur)



2

~~REGISTRAR OF COMPANIES~~



2

~~Registrar of Assurances~~
~~Calcutta~~

SPECIMEN FORM TEN FINGER PRINTS

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

சாமிசெய்யுள்

Dated this 8th day of May, 2007

Between

Sova Das & Anr.
... Vendors

And

Impressive Realtors Private Limited
... Purchaser



CONVEYANCE

R.S/L.R. Dwg No. 497 and 496

Area
in sq. ft. 247 arganas



21.2.08

Saha & Ray

Advocates

3A/1, 3rd floor

Hastings Chambers

7C, Kiran Sankar Roy Road

Kolkata-700001

Seen by 21.2.08