

6382/15

6327/2015

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 787917



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

Additional Registrar of Assurances-II, Kolkata

18/6/15

Handwritten notes and signatures on the left side, including '17/6/15' and 'Registrar of Assurances, Kolkata'.

THIS INDENTURE made this 15th day of June in the year Two Thousand and Fifteen

BETWEEN

(1) RAMAUTAR SARAF (HUF), having its PAN AADHE 1153A, and having its address at 76, Cotton Street, Kolkata - 700007,

Signature of Ramautar Saraf

Handwritten signature/initials

Handwritten numbers: 256, 550, 900

Handwritten signature/initials

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201516-000757300-2

Payment Mode Counter Payment

GRN Date: 15/06/2015 14:48:08

Bank: Punjab National Bank

BRN: M102965

BRN Date: 16/06/2015 10:54:00

DEPOSITOR'S DETAILS

Id No. : 19021000117793/4/2015

[Query No./Query Year]

Name : VIDHI VYAPAAR PVT LTD

Contact No. : 9830032150

Mobile No. : +91 9830032150

E-mail : amit_bhartia@hotmail.com

Address : 135, UTKALMONI GOPO BANDHU AVENUE

Applicant Name : Mr Ashis Basak

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Sale Document

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19021000117793/4/2015	Property Registration- Stamp duty	0030-02-103-003-02	4375020
2	19021000117793/4/2015	Property Registration- Registration Fees	0030-03-104-001-16	687503
Total				5062523
In Words :	Rupees Fifty Lakh Sixty Two Thousand Five Hundred Twenty Three only			

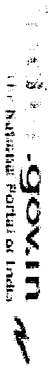
- About Us
- Key People
- Contact Nos & Address
- Jurisdiction of RO
- Locate Registration office
- Block and Registration Office
- Citizen Services
- Status of Computerisation
- Right to Information Act
- e-Nathikaran/CORD
- Frequently Asked Question

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FINANCE DEPARTMENT
 State of West Bengal



www.banglahumi.gov.in



Query No.	<input type="text" value="1902"/>	<input type="text" value="1"/>	<input type="text" value="000117793"/>	Query Year	<input type="text" value="2015"/>
GRN No.	<input type="text" value="19"/>	<input type="text" value="201516"/>	<input type="text" value="000757300"/>	<input type="text" value="2"/>	

Get Status

Payment Status	Pending
GRN No	192015160007573002
Total Amount	RS. 5062523
Depositor Name	VIDHI VYAPAAR PVT LTD
On Behalf Of	Mr Ashis Basak
Payment Mode	Counter Payment

(represented by its Karta, Sri Ramautar Saraf, son of Late Jhabar Mal Saraf, a Hindu Businessman, having his PAN AUVPS5594A, residing at BF - 256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (2) RAMAUTAR SARAF, having his PAN AUVPS5594A, a Hindu Businessman, and residing at BF-256, Sector-I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (3) NIRMAL KUMAR SARAF, son of the said Ramautar Saraf, a Hindu Businessman, having his PAN AUVPS5490D and residing at BF-256, Sector-I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (4) RADHA RAMAN SARAF, son of the said Ramautar Saraf, a Hindu Businessman, having his PAN AVJPS1035K and residing at BF-256, Sector-I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (5) PIYUSH SARAF, son of the said Ramautar Saraf, a Hindu Businessman, having his PAN: AUVPS5489E, and residing at BF-256, Sector-I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064, (6) VARUN SARAF, son of the said Nirmal Kumar Saraf, a Hindu Businessman, having his PAN AYZPS2221C, and residing at BF-256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (7) VIDYUT SARAF, son of the said Nirmal Kumar Saraf, having his PAN CCQPS7616N, a Hindu Businessman and residing at BF - 256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (8) PRATEEK SARAF, son of the said Radha Raman Saraf, a Hindu Businessman, having his PAN BJBPS5689G, and residing at BF - 256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (9) PARAG SARAF, son of the said Radharaman Saraf, a Hindu Businessman having his PAN CCXPS5813C, and residing at BF - 256, Sector - I,

Ramautar







Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue



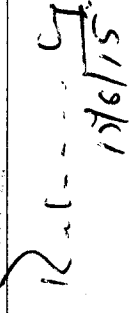


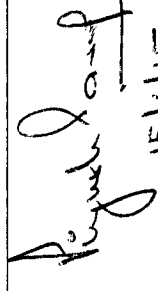


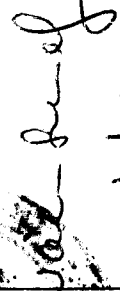
OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19021000117793/2015



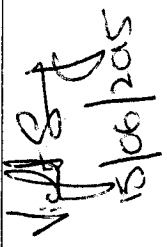
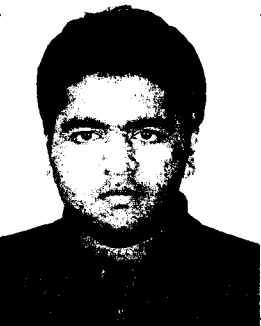





I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr RAMAUTAR SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Represent ative of Seller [RAMAUTAR SARAF (H U F)]		3890 	<i>Ramautar Saraf</i> 15/6/15
2	Mr RAMAUTAR SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Seller			<i>Ramautar Saraf</i> 15/06/15
3	Mr NIRMAL KUMAR SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Seller		 3891	<i>Nirmal Kumar Saraf</i> 15/06/15

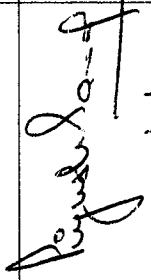
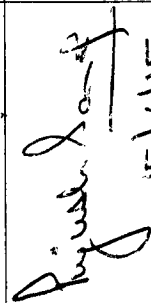
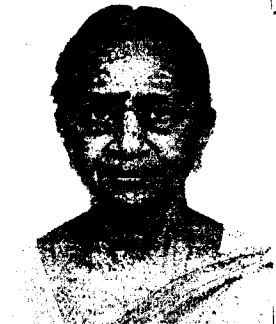

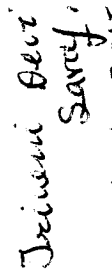


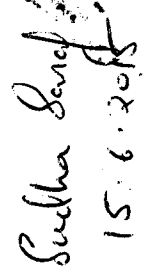
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr RADHA RAMAN SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Seller		3892 	 15/6/15
5	Mr PIYUSH SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Seller		3.893 	 15/6/15
6	Mr VARUN SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Seller		3894 	 15/6/15










I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7.	Mr VIDYUT SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Seller		3895 	 15/06/2015
8	Mr PRATEEK SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Seller		3896 	 15/6/2015
9	Mr PARAG SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Seller		3897 	 15/6/2015

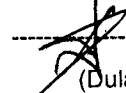
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
10	Mr PIYUSH SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Guardian of Seller [Miss SHREYA SARAF]			 15/6/15
10	Mr PIYUSH SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Guardian of Seller [Miss SHRISHTI SARAF]			 15/6/15
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
11	Smt TRIVENI DEVI SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Seller		3898 	 15-6-2015
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
12	Smt SUDHA SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Seller		 3899	 15.6.2015

I. Signature of the Person(s) admitting the Execution at Private Residence.


SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
13	Smt SEEMA SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Seller		3900 	 15/06/2015
14	Smt SHRADDHA SARAF B F- 256, SEC- I, SALT LAKE CITY, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Seller		 3901	 15/06/2015
15	Mr AMIT KUMAR BHARTIA 4TH FL., 168, LAKE TOWN, BLOCK- B, P.O:- LAKE TOWN, P.S:- Lake Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700089	Representative of Buyer [VIDHI VYAPAAR PVT LTD]		 3889	 15/06/2015

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr JEETENDRA SINGH Son of Late MUNDRIKA SINGH DARIHAT, P.O:- DARIHAT, P.S:- DARIHAT, District:-Rohtas, Bihar, India, PIN - 821306	Mr RAMAUTAR SARAF, Mr RAMAUTAR SARAF, Mr NIRMAL KUMAR SARAF, Mr RADHA RAMAN SARAF, Mr PIYUSH SARAF, Mr VARUN SARAF, Mr VIDYUT SARAF, Mr PRATEEK SARAF, Mr PARAG SARAF, Mr PIYUSH SARAF, Smt TRIVENI DEVI SARAF, Smt SUDHA SARAF, Smt SEEMA SARAF, Smt SHRADDHA SARAF, Mr AMIT KUMAR BHARTIA	Jeetendra Singh 15/06/2015





(Dulal Saha)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal


 सत्यमेव जयते
 भारत निर्वाचन आयोग
 पहचान पत्र
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

YQF0590950

निर्वाचक का नाम : जितendra सिंह

Elector's Name Jitendra Sih

पिता का नाम मुन्द्रेका सिंह

Father's Name Mundreika Singh

लिंग / Sex पुरुष / Male

जन्म तिथि

Date of Birth


X	X	X	X	1	9	7	1
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YQF0590950

पता : दरिहट मिर्ची टोला
 गहरगाँव - दरिहट,
 अंचल - दिहरी,
 जिला - रोहतास, 821306

Address : Darihat Miyo Toia
 Town/Vill - Darihat,
 Anchal - Dihari,
 Distt. - Rohatas, 821306

दिनांक / Date : 11/8/2010


 सत्यमेव जयते
 निर्वाचन आयोग के अधिकारी के हस्ताक्षर की प्रतिलिपि
 Facsimile Signature of Electoral Registration
 Officer 212, Dihari, Constituency

Jitendra Singh

Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (10) **MISS SHREYA SARAF**, daughter of the said Piyush Saraf, a Hindu Student and a minor represented by her father and natural guardian the said Sri Piyush Saraf and residing at BF - 256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064. (11) **MISS SHRISHTI SARAF**, daughter of the said Piyush Saraf, a Hindu Student and a minor represented by her father and natural guardian the said Sri Piyush Saraf and residing at BF - 256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 ALL hereinafter collectively referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators and agents) of the **ONE PART**.

AND

(1) **SMT. TRIVENI DEVI SARAF**, wife of the said Ramautar Saraf a hindu lady having her PAN AUVPS5704N and residing at BF-256, Sector I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 (2) **SMT. SUDHA SARAF**, wife of the said Nirmal Kumar Saraf, a Hindu House Hold Lady, having her PAN AYKPS5774K, and residing at BF - 256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064., (3) **SMT. SEEMA SARAF**, wife of the said Radha Raman Saraf, a Hindu House Hold Lady, having her PAN AUVPS5702L, and residing at BF - 256, Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata - 700064 and (4) **SMT. SHRADDHA SARAF**, wife of the said Piyush Saraf, a Hindu House Hold Lady, having her PAN ALPPS0973E, and residing at BF - 256,

[Handwritten signature]


Sector - I, Salt Lake, (Bidhannagar North 24-Parganas), Kolkata – 700064 ALL hereinafter jointly referred to as the “**CONFIRMING PARTIES**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators and agents) of the **SECOND PART**.

AND

VIDHI VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN AACCV7547C, and having its registered office at 135, Utkalmani Gopa Bandhu Sarani, Kolkata – 700007 and represented by its Director Sri Amit Kumar Bhartia, son of Sri Ramesh Kumar Bhartia, and having his PAN AHUPB4332M and residing on 4th floor at 168, Lake Town, Block - B, Kolkata – 700089, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest, administrators, agents and assigns) of the **THIRD PART**.

WHEREAS one Chundy Churn Law, a Zamindar, was absolutely seized and possessed of ALL THAT partly two storied and partly three storied brick built dwelling houses together with revenue free land containing 8 Cottas 2 Chittacks and 22 Square Feet more or less whereon or on part whereof the same was built, being municipal premises No. 76, Cotton Street, Calcutta, fully described in the Schedule hereunder written and hereinafter referred to as the said ‘PREMISES’



AND WHEREAS by a Deed of Settlement dated 23rd January, 1930, duly registered in Book NO. 1, Volume No. 14, pages 223 to 231, being No. 311, for the year 1930 with the Registrar of Assurances, Calcutta, the said Chundy Churn Law therein called the Settlor of the One Part and the said Chundy Churn Law and Satish Churn Law both therein called the Trustees of the Other Part, the said Settlor being absolutely seized and possessed of or otherwise well and sufficiently entitled, free from all encumbrances to also the said premises No.76, Cotton Street, Calcutta, hereinafter called the said 'PREMISES' for the consideration and in the premises therein stated thereby granted transferred conveyed and assured unto the Trustees inter alia the said premises and all estate right title interest property claim and demand what so ever both at law and in equity of the said Settlor in also the said property unto the said Trustees to be held by the Trustees upon trusts and with under and subject to the powers, provisos and declarations therein contained; AND it was thereby also declared that the Trustees for the time being would hold also the said property on trusts and subject the powers and directions therein contained AND also that the Settlor would collect the rents issues and profits and other interest and income of the said property transferred unto the Trustees  there out in the first instance all rates taxes from time to time, insurance, costs of repairs and other out goings payable in respect also the said premises and pay the balance of the said gains and profits and income to the Settlor for his use and benefits; And that from and after the death of the said Settlor, for the use and benefits of the said Satish Churn Law being the surviving Trustee or other Trustees



for the time being would hold the trust property in trust for the said Satish Churn Law and his heirs absolutely and for ever.

AND WHEREAS by a Deed of Lease dated 20th January, 1932 made between the said Chundy Churn Law therein called the Lessor of the One Part and Juggilal Kamlapat, a Hindu Joint Family Trading Firm, therein called the Lessee and duly registered in Book No. 1, as Deed No. 195, for the year 1932 with the Registrar of Assurances, Calcutta, in consideration of the monthly rent therein stated and reserved and of the covenants, conditions and agreements therein contained and on the part of the Lessee to be paid performed and observed, the said Lessor demised unto the said Lessee (Juggilal Kamlapat) ALL THAT partly two storied and partly three storied brick built dwelling house being premises No. 76, Cotton Street, Calcutta, for a term of six years commencing from 15th January, 1932 and paying to the said Lessor during the said term, the monthly rent as therein mentioned without any deduction or abatement whatsoever on the terms conditions and covenants therein stated.

AND WHEREAS

The said Chundy Churn Law having died the said Satish Churn Law became the Sole Trustee and beneficiary of the said Trust and of the said property and all rents profits and income thereof was held by the said Satish Churn Law for his own benefit and the benefits of his heirs with power to sell the said property in exercise of powers reserved under the said registered deed of settlement dated 23rd January, 1930.

Pr...

AND WHEREAS by a Deed of Settlement dated 28th April, 1962 made between the said Satish Churn Law therein called the Settlor of the One part and Madhab Churn Law, son of the said Satish Churn Law and Smt. Sushma Bala Law, wife of the said Madhab Churn Law, both therein called the Trustees of the Other Part and duly registered in Book No. 1, as being No. 2278, for the year 1962 at the office of the Registrar of Assurances, Calcutta, the said Satish Churn Law in consideration of natural love and affection he had for the said Smt. Sushma Bala Law (who was his daughter-in-law) and for other causes granted transferred conveyed and assured unto the Trustees the said premises No. 76, Cotton Street, Calcutta, fully described in the Schedule thereunder written and all the estate right title and interest property claim and demand whatsoever of the said Settlor, both at law and in equity in the said premises to be held by the said Trustees to the use and upon trusts with under and subject to the powers provisos agreements and declarations therein contained and covering the same AND it was thereby agreed and declared that the said Trustee or the Trustees for the time being would hold the said premises and in the event of the same or part thereof being sold pursuant to the power in that behalf therein contained, the investment for the time being representing the same (all thereafter also called "the trust property") upon the trusts as follow -

- (a) To allow the said Smt. Sushma Bala Law to let out the same or portions thereof and to pay to the said Smt. Sushma Bala Law for her own use and benefit until she shall attain the age of 45 years the rents issues and profits or other interest or

R. S. S.

income of the trust property after paying out therefrom in the first instance all the revenue, taxes, premium for insurance (if any) costs of repairs and other outgoings payable in respect of the trust property according to the nature for the time being.

- (b) After the said Smt. Sushma Bala Law would attain the age of 45 years, to make over the said trust property to the said Smt. Sushma Bala Law to be held and enjoyed by her absolutely and for ever.
- (c) If the said Smt. Sushma Bala Law would die under the age of 45 years leaving a son or sons, then the trust property would be held upon trust for the said son or sons (which expression would include the son or sons of a predeceased son) and if more than one, in equal shares, the son or sons of a predeceased son taking his or their father's share, to be made over to them absolutely and for ever when they would respectively attain the age of 25 years and in the meantime to apply the income of the trust property for their benefit.
- (d) If the said Smt. Sushma Bala Law would die under the age of 45 years without leaving any son (which expression shall include the son or sons of a predeceased son) then the trust property would be held upon trust for her husband the said Madhab Churn Law to be made over to him absolutely and for ever when he would attain the age of 50 years and in the meantime to apply the income of the trust property for his benefit.

Prakash

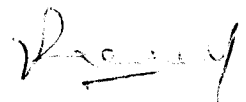
- (e) If the said Smt. Sushma Bala Law shall die under the age of 45 years without leaving any son or remoter issue by son and without leaving her husband then the trust property would be held in trust for the heirs of her husband the said Madhab Churn Law absolutely and for ever to be made over to such heirs of the said Madhab Churn Law absolutely.

AND WHEREAS the said Smt. Sushma Bala Law upon attaining the age of 45 years became the absolute owner of the said Premises No. 76, Cotton Street, Calcutta in accordance with the provisions of the said in part recited registered Deed of Settlement dated 28th April, 1962.

AND WHEREAS the said Madhab Churn Law, predeceased the said Smt. Sushma Bala Law.

AND WHEREAS sometime in November, 1970, the said Smt. Sushma Bala Law died intestate leaving her surviving one son, namely, Laxmi Churn Law and four daughters, namely, Smt. Indira Chunder, Smt. Gouri Mondal, Smt. Gita Ray and Kumari Renu Law as her legal heir and heiresses and legal representatives and upon the death of the said Smt. Sushma Bala Law the said legal heir, heiresses and legal representatives of the said Smt. Sushma Bala Law jointly inherited and became the legal owner of the said property absolutely for ever and in equal share.

AND WHEREAS on or about 10th September, 1971, the said Smt. Indira Chunder filed a suit in the High Court at Calcutta being Partition and Administration Suit No. 395 of 1971 (Smt. Indira



Chunder -vs- (1) Smt. Gouri Mondal, (2) Sri Laxmi Churn Law, (3) Smt. Gita Ray and (4) Kumari Renu Law) claiming inter alia declaration of the shares of the parties to the Suit and enquiry as what is the estate of the said Smt. Sushma Bala Law consisted of at the time of her death and what consisted on the date of filing of the said suit and also for partition by meets and bounds of the movable and immovable property of the estate in accordance with the respective shares of the parties and allotment of shares in severalty to the parties, alternatively, if such partition be not possible, the sale of the said property or in part thereof and division of the proceeds of the sale in accordance with the respective shares of the parties and for accounts and appointment of Administrator, Receiver and injunction and other relief stated in the plaint filed in the said Suit.

AND WHEREAS after some proceedings were had in the said Suit, on or about 19th January, 1976, by consent of the parties, a preliminary decree was passed in the said Suit No. 395 of 1971 and it was inter alia decreed and accordingly declared that the plaintiff, namely, the said Smt. Indira Chunder, was entitled to one equal 5th part of the estate of Smt. Sushma Bala Law, since deceased, and the said defendants Nos. 1 to 4, namely, Smt. Gouri Mondal, Sri Laxmi Churn Law, Smt. Gita Ray and Kumari Renu Law each was entitled to one equal 5th part of each of the properties including the said premises No. 76, Cotton Street, Calcutta in terms of the said settlement.

AND WHEREAS in terms of a consent decree dated 24th December, 1979, the said premises No. 76, Cotton Street, Calcutta,



was allotted to the said Laxmi Churn Law and Smt. Gita Ray jointly and the said allottees Sri Laxmi Churn Law and Smt. Gita Ray obtained quiet and peaceful possession of the said Premises No. 76, Cotton Street, Calcutta and became the joint owners absolutely and in equal shares.

AND WHEREAS although the said Lease dated 20th January, 1932 being registered in Book No. 1, as being No. 195, for the year 1932 granted by Chundy Churn Law in favour of Juggilal Kamlapat was for a period of 6 years the said Juggilal Kamlapat continued to remain in possession of the said premises even after expiry of the said term of the said lease.

AND WHEREAS by a combined notice, both under section 106 of the Transfer of Property Act and also under section 13(6) of the West Bengal Premises Tenancy Act, 1997-issued and served by the Advocates of Laxmi Churn Law and Another on several grounds including default in payment of rent and wrongfully sub-letting several portions of the said premises and for reasonable personal requirements of the said owners the tenancy of the said Juggilal Kamlapat was determined and the said Sri Laxmi Churn Law and Smt. Gita Ray, filed in the City Civil Court at Calcutta an Ejection Suit being Suit No. 2168 of 2000 (Laxmi Churn Law & Another -vs- Juggilal Kamlapat) claiming a decree for khas possession of the said premises No. 76, Cotton Street, Calcutta, and costs and other relief as stated in the plaint filed in the said suit.

AND WHEREAS on or about 6th February, 2002, the said Suit was dismissed for default without costs.



AND WHEREAS on 9th September, 1996, the said Laxmi Churn Law died leaving him surviving his wife Smt. Pratima Law and two sons, namely, Kaustuv Law and Jay Krishna Law as his heiress and heirs and legal representatives who jointly and equally inherited to the undivided one half share of Laxmi Churn Law in the said premises No. 76, Cotton Street, Calcutta.

AND WHEREAS on or about 7th January, 2004, the said Kaustuv Law, one of the sons of the said Laxmi Churn Law, died intestate leaving him surviving his wife Smt. Sudeshna Law and a minor daughter Miss Upasana Law as his heiresses and legal representatives who jointly inherited the undivided share of the said Kaustuv Law in the said premises No. 76, Cotton Street, Calcutta.

AND in the events the said Smt. Pratima Law, Smt. Sudeshna Law, Miss Upasana Law and Jay Krishna Law jointly were owning one half share in the said premises and Smt. Gita Roy was owning remaining half share in the said premises.

AND WHEREAS by a conveyance dated 15th October, 2004, made between the said Smt. Pratima Law (wife of the said Laxmi Churn Law) and the said Smt. Sudeshna Law, wife of Late Kaustuv Law for self and as mother and natural guardian of Miss Upasana Law and Jay Krishna Law, son of Laxmi Churn Law and Smt. Gita Ray, all therein jointly referred to as the Vendors of the One Part and Mr. Ramautar Saraf, HUF, therein referred to as the Purchaser of the Second Part and duly registered in Book No. 1, as being No. 12532 for the year 2006 with the Additional Registrar of Assurances - II, Calcutta, THEY the said Smt. Pratima Law, Smt. Sudeshna Law (for

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self and as mother and natural guardian of Miss Upasana Law), Jay Krishna Law and Smt. Gita Ray in the premises and for the consideration therein mentioned sold and transferred ALL THAT the said premises No. 76, Cotton Street, Calcutta, to the said Purchaser, Sri Ramautar Saraf HUF, free from all encumbrances BUT subject to all liabilities of arrears of rates and taxes due and payable to the Calcutta Municipal Corporation in respect of the said property.

AND WHEREAS the said Ramautar Saraf HUF, upon purchasing the said premises No. 76, Cotton Street, Calcutta, duly paid all arrears of Municipal rates taxes and liabilities and got its name duly mutated and recorded in the Assessment records of Calcutta Municipal Corporation as being the owner of the said premises.

AND WHEREAS the said Juggilal Kamlapat, being the recorded Lessee under the said registered Lease dated 20th January, 1932, is not in personal occupation of any part of the said premises No. 76, Cotton Street, and all the portions of the said property sublet by it are in occupation of occupants who are not making payment of any rent or occupation charges to the Vendors although they had been paying rent to said Juggilal Kamlapat and some portions of the said premises are in occupation of even some of the said Vendors.

AND WHEREAS by an agreement dated 24th March, 2015, made between the said Ramautar Saraf HUF, (represented by its Karta Ramautar Saraf) therein referred to as the Vendor of the First Part, the said Ramautar Saraf, Smt. Triveni Devi Saraf (wife of the said Ramautar Saraf) and Nirmal Kumar Saraf, Radha Raman Saraf, and Piyush Saraf, all being the sons of the said Ramautar Saraf and all therein jointly referred to as the Confirming Parties of the Second Part and the above

Recd

named Purchaser, therein referred to as the Purchaser of the Third Part, the said Vendor, Ramautar Saraf has agreed to sell and transfer the said property being premises No. 76, Cotton Street, Calcutta, and the said Purchaser has agreed to purchase the same together with all fixtures rights and appurtenances thereto belonging and inheritance thereof in fee simple at and for the price of Rs. 6,25,00,000/- (Rupees Six Crores and Twenty Five Lacs) only free from all encumbrances, mortgages, acquisitions, requisitions, lispendences and disputes BUT SUBJECT TO the illegal possession/occupation of all portions of the said old building by sub tenants (created by former Lessee) and others who all are defaulters/ in illegal occupation and Vendor has not received rent from them.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the payment of the said sum of Rs. 6,25,00,000/- (Rupees Six Crores and Twenty Five Lacs) only by the purchaser to the Vendor at or before the execution of that presents (the receipt whereof the said vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and for ever discharge the said Purchaser as also the said premises) the said vendor doth hereby sell, transfer, grant, convey, assign and assure unto and to the use and benefit of the said Purchaser ALL THAT PREMISES (all portions whereof being in illegal possession/occupation of former Occupiers/Tenants under former Lessee) BEING ALL THAT the said premises No. 76, Cotton Street, Kolkata fully described in the Schedule hereunder written (the said land and the said building more than 100 years old and in a dilapidated state and condition) fully described in the Schedule hereunder written TOGETHER WITH all and singular the said building areas ways compounds, paths, passages, water, waters



courses, drains, sewers, lights liberties easement profits privileges advantages rights members and appurtenances whatsoever to the said premises (being the said land and the said building) belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore held used occupied enjoyed reputed or known as part and member thereof or be appurtenant thereto AND all the estate right title interest use inheritance property possession benefits claim and demand whatsoever both at law and in equity of the said vendor of into out of or upon the said premises (being the said land and the said building) or any part thereof TOGETHER WITH all rights benefits and advantages of ancient and other lights and all manner of former and other liberties easements privileges profits appendages appurtenances whatsoever to the said premises (being the said land and the said building) in anywise appertaining to or with the same or any of them or any part thereof now or at any time heretofore held used occupied or enjoyed with their and every of their appurtenances AND the reversion and reversions remainder and remainders rents issues and profits of and in the said premises (being the land and the said building) and every part and parcel thereof AND all deeds pattahs muniments writings and other evidence of title which relate to the said premises which now are for hereafter shall or may be in the custody power or possession of the said vendor or any person from whom the said vendor can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said premises (the said land and the said building) and all and singular and other the said premises hereby granted conveyed transferred assured or intended so to be with their and every of their rights trust and appurtenances

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unto and to the use of the said Purchaser absolutely for ever free from all encumbrances charges lispence disputes claims rights mortgages acquisition requisitions whatsoever.

The said Confirming Parties do hereby accept confirm and ratify the sale and the transfer of the said premises (being the land and the said building) fully described in the Schedule hereunder written) by the said vendor in favour of the said Purchaser in terms hereof.

The said Vendor doth hereby covenant with the purchaser as follows:-

- (a) THAT notwithstanding any act deed matter or thing whatsoever by the said vendor or any person or persons lawfully or equitably claiming by from through under or in trust for the said vendor made done committed or omitted or knowingly or willingly suffered to the contrary the said vendor now hath in itself good right full power and absolute authority to grant convey transfer sell assign and assure the said premises (being the land and the hereby granted conveyed transferred sold assigned and assured and confirmed or intended so to be unto and to the use of the said Purchaser in manner as aforesaid.
- (b) AND THAT the Purchaser shall and may at all time hereafter peaceably and quietly enter upon have occupy possess and enjoyed the said premises (being the land and the said building) and receive rents issues and profits thereof and of every part thereof to and for the Purchaser's own use and benefit without any suit evection interruption claim or demand



whatsoever from or by the said vendor or any person or persons lawfully or equitably claiming from under or in trust for the said vendor.

(c) AND THAT free and clear and freely clearly and absolutely acquitted, exonerated and for ever discharged or otherwise by the vendor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the said vendor or by any person equitably or lawfully claiming or to claim by, from, under or in trust for the said vendor. -

(d) AND FURTHER THAT the said vendor and all persons having or lawfully or equitably claiming any interest whatsoever in the said premises from under or in trust for the vendor shall and will from time to time and all time hereafter and at the request and costs of the Purchaser do and execute or cause to be done and executed all such further and other acts deeds and things conveyances and assurances in law whatsoever for the further better and more perfectly assuring the said premises (and the land of the said building) and every part thereof unto and to the use of the said Purchaser as shall be reasonably required by the Purchaser.

AND the said Confirming Parties do hereby agree and covenant with the said Purchaser that the said Confirming Parties and all persons lawfully or equitably claiming from under or in trust for them shall and will from time to time and all times hereafter at the

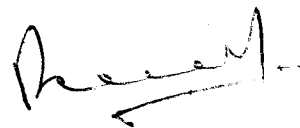


requests and costs of the Purchaser do and execute and cause to be done and executed all such further and other acts deeds things and assurances confirmations ratifications disclaimers in law whatsoever for further and more perfectly assuring the said premises (being the land and the said building) and every part thereof unto and to the use of the said Purchaser in the manner as aforesaid as by the said Purchaser shall be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

ALL AND SINGULAR all that partly two storied and partly three storied brick built messuage or dwelling house being super built-up area of 3265 sq.ft. (consisting of shops and office spaces) at the ground floor, being area of 3265 sq. ft. (consisting of residential area) at the first floor and being area of 3265 sq. ft. at the second floor (consisting of residential area) and being an area of 3265 sq.ft. (open roof 2000 sq.ft. and 1265 sq.ft. Tin Shed) (consisting of residential area) on third floor which house being more than 100 years old and in a dilapidated conditions hereditaments and premises together with the rent-free land thereunto belonging and on part whereof the same is erected and built containing 8 cottahs 2 chittacks 22 sq. ft. more or less situate lying at and being premises No. 76, Utkalmani Gopa Bandhu Sarani, (formerly Cotton Street), P.S. Burrabazar in the town of Kolkata and butted and bounded in the following manner :-

ON THE NORTH	:	By Cotton Street, Kolkata;
ON THE EAST	:	By premises No. 77, Cotton Street, Kolkata;
ON THE SOUTH	:	By a narrow passage;
ON THE WEST	:	By premises No. 75, Cotton Street, Kolkata;



IN WITNESS WHEREOF the parties hereto have signed and delivered these presents the day month and year first above written.

SIGNED AND DELIVERED

by the said VENDORS at

Kolkata in the presence

of:

K. S. Bagchi,
Solicitor,
Kolkata.

B. Ghosh. Advocate
Asst to Mrs. B. M. Bagchi
6, Dalipost Office Street
K.R.

1. Kamatar Saraf (H.U.F.)
Kamatar Saraf
KARTA
2. Kamatar Saraf
3. Ajeet Saraf
4. Rajendra Saraf
5. Ajeet Saraf
6. Van Saraf
7. Virendra Saraf
8. Pratibha Saraf
9. Parag Saraf
10. Ajeet Saraf - her father and natural guardian for Miss Shreya Saraf
11. Ajeet Saraf - her father & natural guardian for Miss Shrehti Saraf

SIGNED AND DELIVERED
by the said CONFIRMING
PARTIES at Kolkata in the
presence of:

Kosaggunt
Solicitor
Kolkata
B.G. Ghosh.
Advocate, Kolkata

1. Triveni Devi Saraf,
2. Sucha Saraf
3. Seema Saraf
4. Shradha Saraf

SIGNED AND DELIVERED
by the said PURCHASER at
Kolkata in the presence of:

Kosaggunt
Solicitor
Kolkata
B.G. Ghosh.
Advocate
KOL

VIDHI VYAKAAR PVT. LTD.

(AMAT KANTHAKTIA)

Received of and from the withinnamed Purchaser the within mentioned consideration land being Rs. 6,25,00,000/- (Rupees Crores Twenty Five Lakhs) in full payment within stated consideration money as per Memo below:-

Memo of Consideration

<u>Date</u>	<u>Name of the Bank</u>	<u>Ch. No.</u>	<u>Branch</u>	<u>Amount</u>
20/03/2015	Punjab National Bank	361311	Cotton Street	Rs. 75,00,000.00
23/03/2015	Punjab National Bank	361315	Cotton Street	Rs. 75,00,000.00
23/03/2015	Punjab National Bank	361317	Cotton Street	Rs. 40,00,000.00
25/03/2015	Punjab National Bank	361321	Cotton Street	Rs. 8,00,000.00
02/06/2015	Punjab National Bank	545984	Cotton Street	Rs. 49,00,000.00
03/06/2015	Punjab National Bank	545985	Cotton Street	Rs. 49,00,000.00
04/06/2015	Punjab National Bank	545986	Cotton Street	Rs. 50,00,000.00
05/06/2015	Punjab National Bank	545987	Cotton Street	Rs. 50,00,000.00
10/06/2015	Punjab National Bank	545998	Cotton Street	Rs. 50,00,000.00
10/06/2015	Punjab National Bank	545999	Cotton Street	Rs. 50,00,000.00
10/06/2015	Punjab National Bank	546000	Cotton Street	Rs. 49,00,000.00
10/06/2015	Punjab National Bank	546001	Cotton Street	Rs. 49,00,000.00
10/06/2015	Punjab National Bank	546002	Cotton Street	Rs. 24,75,000.00
	Total			Rs. 6,18,75,000.00
	TDS Challan No. BSR code			
06/04/2015	02111	6360218		Rs. 2,00,000.00
09/06/2015	00466	0004329		Rs. 2,00,000.00
10/06/2015	02428	0004329		Rs. 2,25,000.00
			Total	Rs. 6,25,00,000.00
(Rupees Six Crores and Twenty Five Lacs) only				

Witnesses

Kosagune
Solicitor

B. Ghosh, Advocate

Drafted by KVR

Kosagune

Sri K.P. Bagaria
Solicitor & Advocate,
6, Old Post Office Street,
Kolkata - 700001.
E.N. - WB/518/1969
Calcutta High court

Ramnarayan Saraf (M.C.)

Ramnarayan Saraf
KARNATA

Ramnarayan Saraf
Rajesh Saraf
Vijay Saraf
Pratik Saraf
Parag Saraf

Rajesh Saraf
Vijay Saraf
Vijay Saraf
Pratik Saraf
Parag Saraf

For Miss Shreikha Saraf
Rajesh Saraf her
father & natural guardian

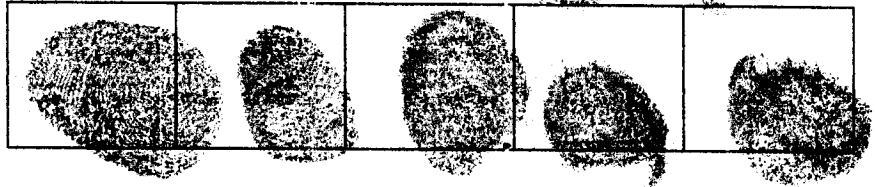
For Miss Shreya Saraf
Rajesh Saraf - her
father & natural guardian

Finger Prints

Left Hand



Right Hand



Romantracy King

Left Hand



Right Hand



David Scott

Left Hand



Right Hand



Ramsey

Left Hand



Right Hand



Augustus King

Finger Prints

Left Hand



Right Hand



Van Singh

Left Hand



Right Hand

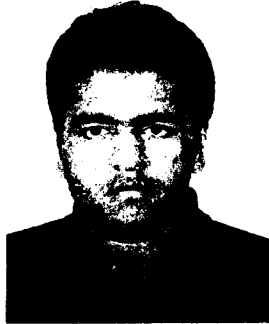


Vijay Singh

Left Hand



Right Hand

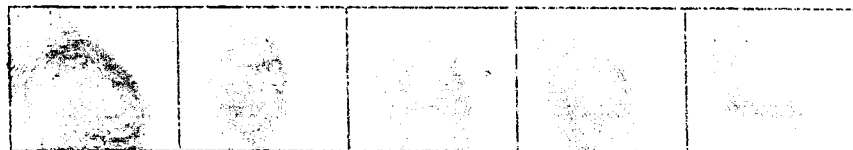


Bhatnagar

Left Hand



Right Hand



Pary Singh

Finger Prints

Left Hand



Right Hand



Left Hand



Right Hand



Left Hand



Right Hand



Left Hand



Right Hand



Prerna



Prerna Berr Saraf

Adha



Adha Saraf

Leena



Leena Saraf

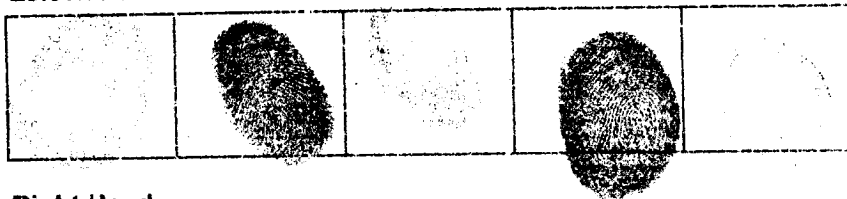
Shradha



Shradha Saraf

Finger Prints

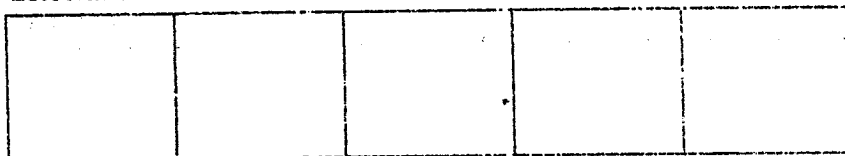
Left Hand



Right Hand



Left Hand



Right Hand



Left Hand



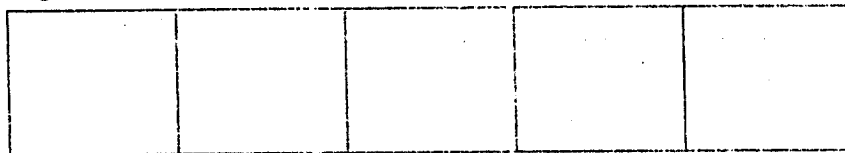
Right Hand



Left Hand



Right Hand



Vidli
(Amit)

AMIT KR DHARTIA

