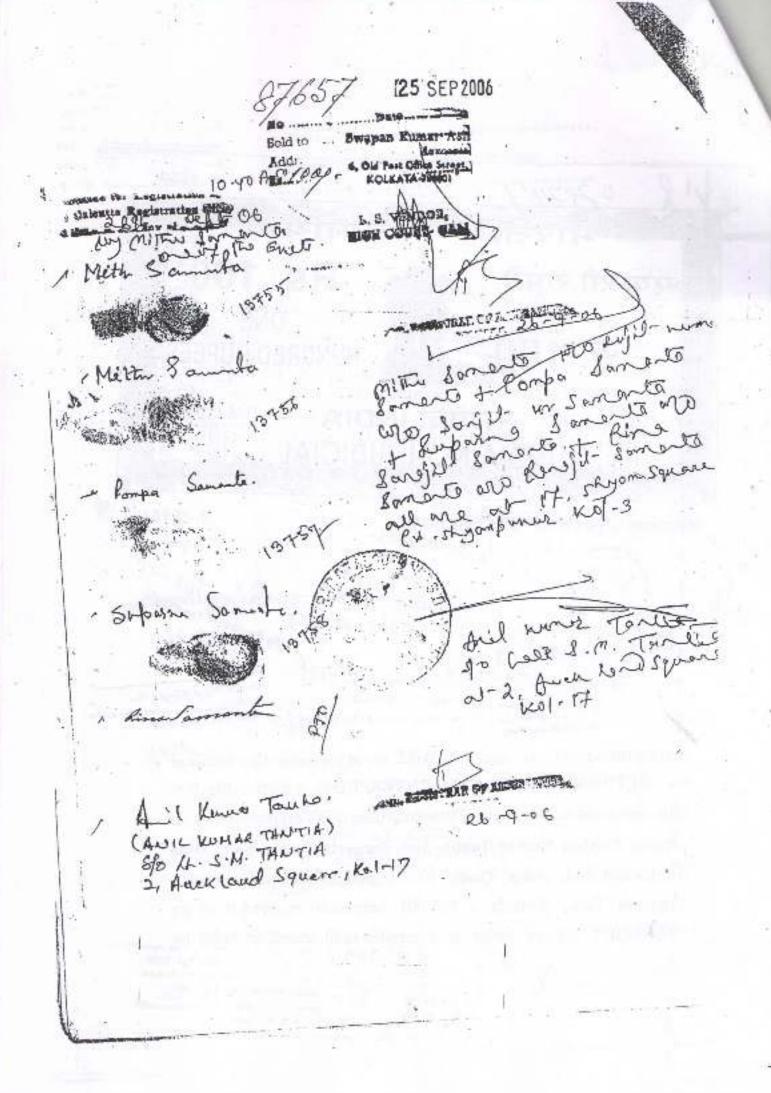


УМОК — 20,86,000 Годо В 139000 В 1390

Six BETWEEN M/S. TANTIA ENTERPRISE, a partnership firm duly registered under Indian Partnership Act, 1932 represented by its partners Krishna Kumar Tantia, Smt. Sangecta Tantia, Smt. Nisha Tantia and Smt. Asha Tantia having its registered office at 1/1, Vansittart Row, Kolkata – 700 001 hereinafter referred to as the "YENDOR" (which terms or expression shall unless excluded by



or repugnant to the context be deemed to mean and include its successor in office, administrators, legal representatives and /or assigns ) of the ONE PART
AND SMT. MITHU SAMANTA, wife of Sri Sujit Kumar Samanta,
SMT. POMPA SAMANTA wife of Sri Sanjit Kumar Samanta,
SMT. SUPARNA SAMANTA wife of Sarajit Samanta, and SMT. RINA
SAMANTA, wife of Sri Ranajit Samata, all are residing at 17, Shyam Square,
Kolkata - 700 003, P. S. Shyampukur, hereinafter referred to as
"PURCHASERS" (which terms or expressions shall unless excluded by or
repugnant to the subject or context be deemed to mean and include their respective
heirs, executors, administrators legal representatives and assigns) of the OTHER
PART.

#### WHEREAS:-

- A. By four separate deeds of conveyance all registered with the sub-registrar at Barasat in (i) Book No. 1, Volume No. 19, Pages 62 to 64, Being No. 604 for the year 1975 (ii) Book No. 1, Volume No. 91, Pages 48 to 54, Being No. 6152 for the year 1974, (iii) Book No. 1, Volume No. 91 Pages 43 to 47 Being No. 6131 for the year 1974 (iv) Book No. 1, Volume No. 36 zpsges 224 to 232 being No. 2938 for the year 1975 one Sri Asit Kumar Samanta, along with his six brothers, therein referred to as the purchasers for the consideration therein mentioned, purchased ALL THAT the land measuring an area of 1 (one) Bigha 11 (eleven) cotths 7 (seven) chittacks 15 (fifteen) sq. ft. comprised in Mouja Sahara, Dag No. 43 (part) 429, 431 (part) 432, 434 (part), Khaitan No. 47, 111, 126,775, 393, 501, Sub-registry office & Police Station Barasat, District 24 Parganas (North) absolutely and for ever.
- B. By a Bengali Kobala dated 25th July, 1974, made between Sri-Charan Bala Mondal & five others therein referred to as the Vendors and Sri Asit Kumar Samanta therein referred to as the Purchaser, for the consideration therein mentioned registered in the office of District Registrar, Barasat in Book No. 1, Volume No. 106, Pages 17 to 24, Being No. 7447 for the



#### FOR TANTIA ENTERPRISE

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Anil Kuwa Touka (ANIC KUMBE THUTIA 40. H. S. M. TAUTIA 2, Auckland Square

year 1974 the said Smt. Charan Bala Mondal and five others have duly sold, transferred, conveyed, assigned and assured unto and in favour of the said Asit Kumar Samanta ALL THAT the Danga Land measuring an area of 14 Cottha 8 chittacks 15 sq. ft. 24 satak comprised in Mouza-Sahara, Dag Nos. 428, 429, 430 and 435, under Khaitan Nos. 501, 111 and 359, J. L. No. 46, Touji No. 146, R. S. No. 3, Police Station and Subregistry office – Barasat, District No. 24 Parganas absolutely and forever.

- C. By an indenture of conveyance dated 13th September, 2002 registered with Additional Register of Assurances, Kolkata in Book No. 1, Volume No. 1, Pages. 1 to 16, Being No. 2197 for the year 2004 made between Sri Asit Kumar Samanta, therein referred to as the Vendor and M/s. Tantia Enterprise therein referred to as the purchaser, the said Asit Kumar Samanta for the consideration therein mentioned have duly sold, transferred, conveyed, assigned and assured unto and in favour of the said M/s. Tantia Enterprise ALL THAT his 1/7th undivided Share from and out of the total area of land measuring 1 Bigha 11 Cuttah 7 chittacks and 15 sq. ft. morefully and particularly described in the FIRST SCHEDULE hereunder written TOGETHER WITH ALL THAT the land measuring and area of 14 cottahs 8 chittacks 15 sq. ft. (24 satak) comprised in Mauza Shahara, Dag Nos. 428, 429, 430 and 435 under Khaitan Nos. 111, 359 and 501, morefully and particularly described in the SECOND SCHEEULE hereunder written absolutely and forever.
  - D. Thus by virtue of the said conveyance dated 13th September, 2002 the vendor herein become the absolute owner <u>ALL THAT</u> the undivided and undemercated 1/7th share in the land measuring 4 cotthas 7 chittacks 15 sq. ft. from and out of 1 Bigha, 11 cottahs 7 chittacks and 15 sq. ft. together with several corogated roof structures covering a super built up area of 500 sq. ft. comprised in Mauja-Sahara, C. S. Dag Nos. 43 (part), 429, 431 (part) 432 and 434 (part) under Khaitan Nos. 44, 111, 126/25, 393 and 501, J. L. No. 46, Touji No. 146, R. S. No. 3, Police Station and Sub-registry office Barasat, Dist. 24 Parganas (North) as described in

THE RESERVED BY ASSESSED AND ASSESSED.

the <u>FIRST SCHEDULE</u> herein below AND also the land measuring 14 cotthas 18 chittacks 15 sq. ft. inclusive of corogated roof structure of covering an area of 1200 sq. ft. (super built up) comprised in Mouza – Sahara, Dag Nos. 428, 429, 430 and 435 under Khaitan No. 111, 359, J. L. No. 96, Touji No. 146 under police Station and Sub-registry office – Barasat, Dist. 24 Pargans, (North) mentioned in the <u>SECOND</u> SCHEDULE hereunder written.

E. The vendor desires to sell and purchasers have agreed to purchase ALL THAT the piece and parcel of land measuring the total area of 18 cotthas 14 chittacks 15 sq. ft. a little more or less together with several structures covering an area of 1700 sq. ft. (super built up) comprised in Mauja-Sahara, C. S. Dag Nos. 43, 428, 429, 430, 431 (part) 432, 434 (part) and 435 (part) under Khaitan Nos. 47, 111, 126/25, 359, 393 and 501, J. L. No. 46, Touzi No. 146, R. S. No. 3, Police Station and Sub-registry office – Barasat, Dist. 24 Parganas, (North) more fully and particularly describe in the FIRST SCHEDULE AND SECOND SCHEDULE respectively hereunder written and for a consideration of Rs. 24 Lacs (Rupees twenty four lacs) Only.

#### NOW THIS INDENTURE WITNESSETH as under:-

1. Pursuant to and in terms of the agreement dated 12<sup>th</sup> September, 2006 the vendor has agreed to sale and the purchasers have agreed to purchase ALL THAT the two separate pieces and parcel of land being undivided 1/7<sup>th</sup> Share from and out of 1 Bigha 11 Cotthas 7 Chitttacks and 15 sq. ft. i.e. 4 cottahas 7 chittacks 15 sq. ft. (Approx) morefully and particularly described in the FIRST SCHEDULE hereunder written AND another plot of land measuring an area of 14 cotthas 8 chittacks 15 sq. ft. (.24 satak) morefully and particularly describe in the SECOND SCHEDULE hereunder written for the consideration of Rs. 24 lacs (Rupees Twenty four lacs) Only.

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### MEN. RECEIVERANT OF ASSESSED BEING

2. In pursuance of the said AGREEEMENT as Stated hereinbefore and in consideration of the sum of Rs. 24,00,000/- (Rupes Twenty Four lacs) only being the lawful money of the Union of India well and truly paid by the purchasers to the vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received of and from the payment of the sale and every part thereof) do hereby acquit release and discharge the purchasers and also the part or portion of the said premises hereby intended to be sold and transferred the Vendor do hereby sell transfer convey assure and assign ALL THAT the said part or portion of the Lands together an area measuring 18 cotthas 15 chittacks 30 sq. ft. more fully and particularly described in the FIRST SCHEDULE and SECOND SCHEDULE respectively hereunder written TO HAVE AND TO HOLD THE SAID land hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the purchaser absolutely and for ever free from all encumbrances charges liens lispendens attachments trust whatsoever or howsoever together with all easements quasi casements and right title and interest of whatsoever nature.

# AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

 That notwithstanding any act deed matter or thing whatsoever by the vendor done or executed or knowingly suffered to the contrary the vendor is lawfully rightfully and absolutely seized and/or otherwise well and sufficiently entitled to the said lands and all the appurtenant thereto hereby granted sold conveyed transferred assigned and assured or intended to be so assigned and assured and every part thereof for a perfect and indefeasible estate or inheritance without any hindrance or conditions trust encumbrances or make void the same. THE RESIDENCE AND ADDRESS.

- The Vendor now has in itself good right and full power to convey and transfer by way of sale the said lands, hereby conveyed or intended so to be unto and to the use of the Purchasers in the manner aforesaid.
- 3. The purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, or possess and enjoy the said land, and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for it or any or them;
- 4. The purchasers shall hold the said lands and premises free and clear and freely and clearly and absolutely exoncrated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, unde4r or in trust for it.
- a) The Vendor and all persons having or claiming any estate, right, title or interest in the said land, hereby conveyed or any part thereof by, from, under or in trust for the Vendor or its, executors, administrations or any or them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of purchasers in manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required. And in consideration aforesaid the Vendor doth grant unto the Purchasers, their respective heirs, executors, administrators and assigns

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and the person or persons owing, occupying and possessing the said land and the building thereon and their visitors, agents, servants at all times and from time to time by night and by day to pass and repass over and across the internal roads or passages by foot, or by any vehicle of whatsoever nature. To Hold the same unto the purchasers, their respective heirs, executors, administrators and assigns and the person owning, occupying and possessing the said land and the building thereon and that the said right of way shall be appurtenant and annexed to the said land and shall run with the same but subject to the similar right of way that may be granted to the Purchasers. And the Vendor in consideration aforesaid doth also grant to the Purchasers, their heirs, executors, administrators and assigns the benefits of all the common amenities as electric and water supply, sewage and drainage connection, and other amenities And the Vendor in consideration aforesaid, doth herby covenant with the Purchasers that the Vendor shall on execution of these presents all deeds and writings comprised in the third Schedule hereunder written and which relate, as well as to the plot described in the first and second schedule hereunder written.

b) That notwithstanding any act deed matter or thing whatsoever done as aforesaid the Vendor now has good right full power and absolute authority to grant, convey, transfer sell and assign all that the part and/or portions of the premises hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

# THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT undivided 1/7th share part or share in ALL THAT several one storied brick built building and structure messuage land hereditaments and premises together with the piece or parcel of several plots of land thereunto belonging and on part whereof the same is erected and built containing a total area measuring about 1 Bigha 11 Cottahs 7 Chittacks and 15 sq. ft. (undivided 1/7th share part or

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share in the land thereof i. e. 4 Cottahs 7 Chittacks and 40 sq. ft. and 1/7th share in the in the built up area about 1500 sq. ft. structure with R. T. Shed roof) more or less comprised in Mouza Sahara C. s. Dag Nos. 43 (part) 429, 431 (part) 432, 434 (part), under Khaitan No. 47, 111, 126,75, 393, 501, J. L. No. 46, Touzi No. 146, R. S. No. 3, Sub-registry Office & Police Station – Barasat, District – 24 Parganas (North) each having an undivided 1/7th share part or share therein.

## THE SECOUND SHEDULE ABOVE REFFERED TO:

ALL THAT several one storied brick built building and structure messuage land hereditaments and premises together with the piece or parcel of several plots of land thereunto belonging and or part whereof the same is erected and built containing a total area measuring 14 Cottahs 8 Chittacks and 15 sq. ft. (.24 satak) comprised in Mouza Sahara, Dag No. 428, 429, 430 and 435 under Khaitan No. 111, 359, 501 J. L. No. 46 Touzi No. 146 R. S. No. 3, P. S. and Sub-Registry Office Barasat, District – 24 Parganes (North)

AND the said land with structures described in First Schedule and Second Schedule hereinbefore mentioned is butted and bounded:

ON THE NORTH :

Village Road;

ON THE SOUTH

Jessore Road;

ON THE EAST

Dag No.423

ON THE WEST

Nai Khal.

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# AND SECURITION OF THE PARTY OF THE PARTY.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the VENDOR at Kolkata

in the presence of:

Biniau Bhaltachaire 18/A, Bagh bazaz 51. Mal-3.

SIGNED AND DELIVERED by the

PURCHASER at Kolkata

In the presence of:

Binian Blattackoju

FOR TANTIA ENTERPRISE Harishua Kumai Paulia

Sargiela Youtia

. Histo Tontia.

ilsha Tanta

MEMO OF CONSIDEARION

RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs 24,00,000/- (Rupees Twenty five only being total consideration money payable under these presents as per memo below:

Rs... 24,00,000/-

WITNESSES:

1. Janpan Kynni Als

2. Binnau Shablachay'u

FOR TANTIA ENTERPRISE

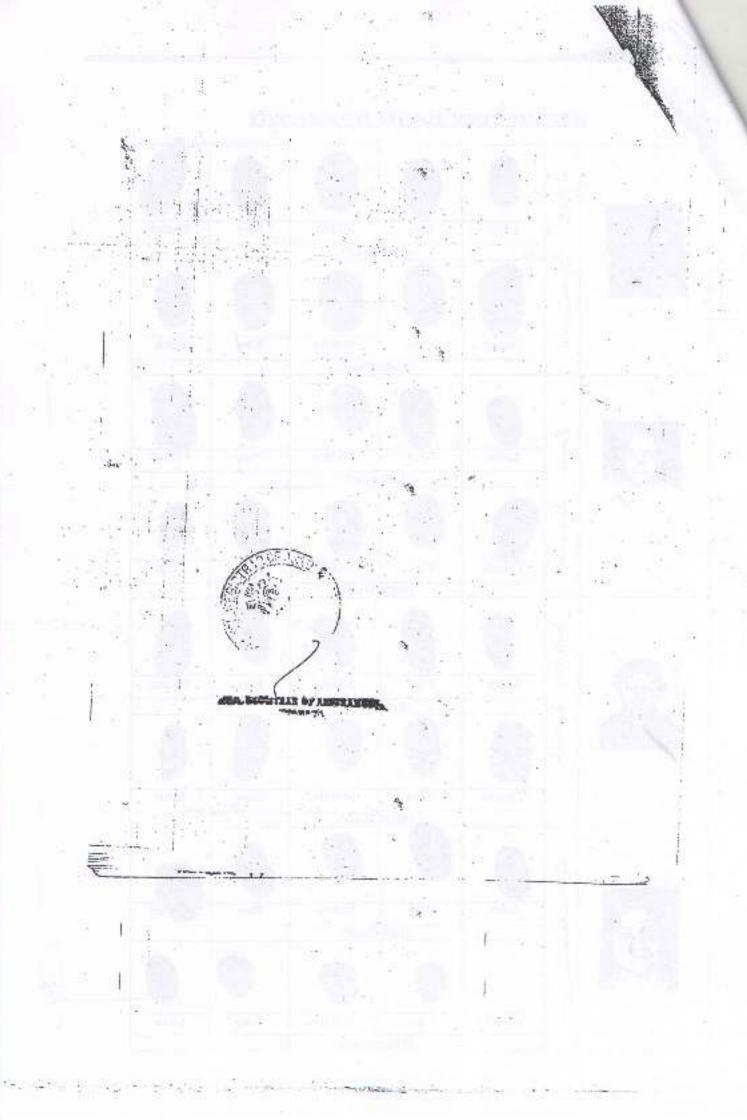
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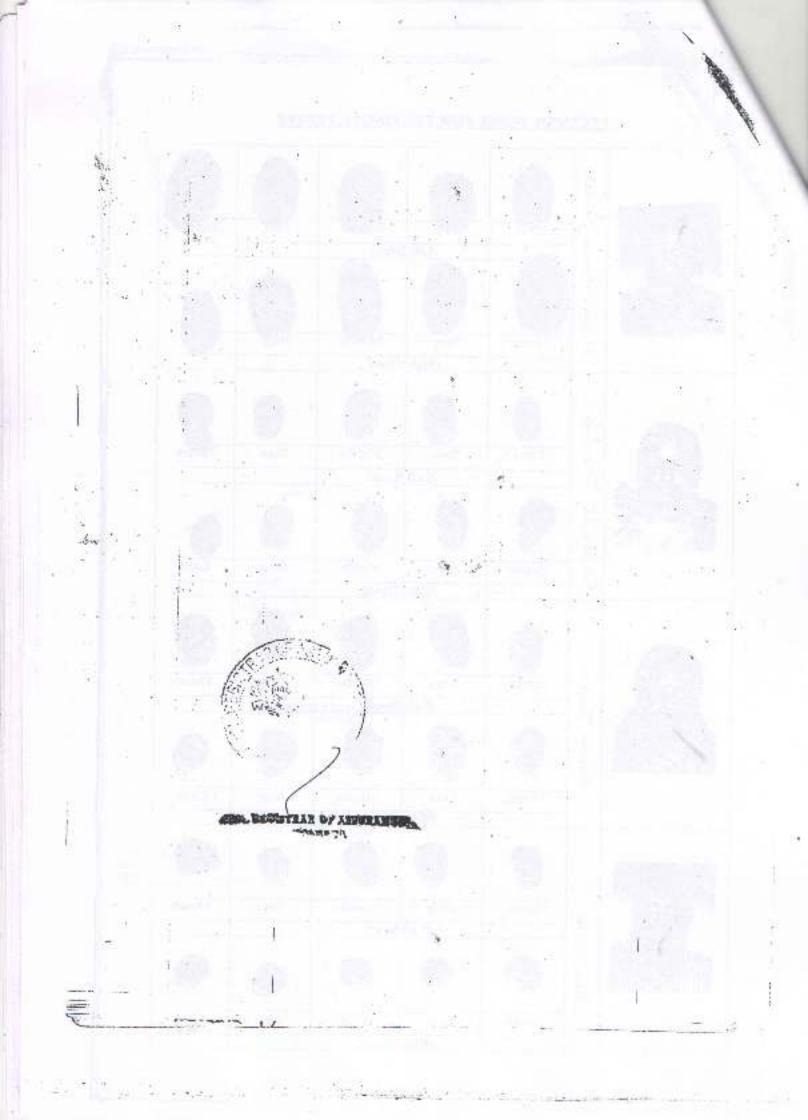
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DATED THIS DAY OF 26.9, 2006

BETWEEN

M/S. TANTIA ENTERPRISE

.... VENDOR.

AND

SMT. MITHU SAMANTA & Ors.

**PURCHASERS** 

2 2/2/0

CONVEYANCE

SWAPAN KUMAR ASH
SOLICITOR & ADVOCATE
10;OLD POST OFFICE STREET
KOLKATA - 700 001

MANAGERIA - 700 001