पश्चिमवङ्গ पश्चिम बंगाल WEST BENGAL

Z 233131

THIS INDENTURE made this [illegible] day of [illegible] 2011

BETWEEN SRI SANJIB KUMAR LAHA *also known as* ***SRI SANJIB KUMAR LAHA***, Holding PAN AAZPL5068B, son of late Santosh Chandra Laha also known as Late [illegible] residing at [illegible] Kolkata-700012, hereinafter called and referred to as the ***VENDOR*** which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, administrators, legal representatives and assigns of the ***FIRST PART.***

81593

Sl. No ..... Sold To.....
Rs ..... Addn .....
R.K. DAS
(Govt. LICENSED STAMP VENDOR)
11A, Mirza Ghalib Street, Kol-87
L. No-229, 85
Date..... Sign.....

DEBABRATA BANERJEE
Advocate
6/1, Lindsay Street, Ground Floor
Post Building, Kolkata - 700087
Ph : 2252-2633/1241

29 JUN 2011

3315

3319

Santanupa Loha

3320

1 JUL 2011

3321

3322

Sanjib Kumar Saha

3325

Pulin Roy

3326

Sangharshi Roy

3327

Chotak Biswas

Tapan Chakraborty

Administrator

3329

Tara Rani Bardhan

3330

Nikita Roy

3331

Swarna Sarna

Tapan Chakraborty
S/o Late R.N. Chakraborty,
12/1, Lindsay Street,
Kol – 87, P.S. – New Market

Additional Registrar
of Assurances-I, Kolkata
– 1 JUL 2021

AND

NISHANT PASARI Son of Sri Naresh Kumar Pasari, Holding, PAN: [illegible], residing at 51, Lebaun Road, Howrah [illegible], P.S. [illegible], hereinafter called And referred to as the ***PURCHASER*** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

AND

(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, Holding PAN: ***ACZPL4609E***, ***(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA***, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha Holding PAN: ***AFTPL4569B***, both residing at 45A, Bidhan Sil Lane, Police Station Muchipara, Kolkata 700012, ***(3) SRI LAL MOHAN ROY***, Son of Late Mohini Mohan Roy, Holding PAN: ACNPR 1668, residing at 23A, Peary Mohan Road, Police Station Chetla, Kolkata, 700027, ***(4) SMT. DEBALA ROY***, wife of Late Gora Chand Roy, residing at 23A, Peary Mohan Road, Police Station Chetla, Kolkata-700027 ***(5) SMT. TARA RANI BAIDYA ROY***, wife of Late Kanai Lal Baidya, and Daughter of Mohini Mohan Roy, residing at 23A, Peary Mohan Road, Police Station Chetla, Kolkata-700027, ***(6) SMT. SANGHAMITRA NAG***, wife of Sri Somnath Nag, Holding PAN ACH[illegible], residing at 371, Jodhpur Park Kolkata-700068, P.S. Lake, ***(7) SMT.SWARNA SANA also known as SMT SWARNAMAYI SANA*** wife of Sri [illegible] Sana residing at 22, Peary Mohan Road, Police Station Chetla, Kolkata-700027, ***(8) SMT. SHEFALI BISWAS***, wife of Sri Pabitra Kali Biswas, residing at 73, Valmick Street, Kolkata 700026, P.S. Dalhousie and ***(9) SMT. BELA ROY***, wife of Sri Dilip Roy, residing at Shristhi Complex, B Building, Flat No.4A 34B, Shib Krishna Daw Lane, Kolkata 700059, P.S. Thakurpukur hereinafter jointly called and referred to as the ***CONFIRMING PARTIES*** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**

WHEREAS One MAHENDRA NATH LAW, son of Late Rani Mohan Law became the absolute owner of **ALL THAT** land measuring more or less 27 (Twenty Seven) Cottahs 2 (Two) Chittak 6 (Six) Sqft together with the one and structure measuring more or less 13100 Sqft. standing thereon at and being presently Premises No 16, Monoral's Temple Lane, (also known as 16, Monoral Temple Street, Kolkata 700053, P.S – New Alipore under KMC ward No 91 hereinafter called and referred as the **TOTAL PROPERTY** particularly described in the *FIRST SCHEDULE* herein after mentioned along with other properties, by virtue of final decree passed in connection with the partition suit bearing Suit No. 1339 of 1903 in the High Court of Calcutta Ordinary Original Civil Jurisdiction.

AND WHEREAS said Mahendra Nath Law by executing registered deed of gift in Bengali vernacular gifted the above mentioned property along with other properties to his son Santosh Chandra Law also know as Santosh Chandra Laha and said deed of gift was registered on [illegible] October,[illegible] in the office of Registrar Of Assurances, Calcutta and recorded in Book No I Volume No.[illegible] Pages 81 to 84 Being No.4181 for the year 1953.

AND WHEREAS said Santosh Chandra Law also known as Santosh Chandra Laha died on or about 15.08.2003 after making and publishing his last will and testament dated [illegible] whereby he bequeathed the **TOTAL PROPERTY** along with some of his other immovable properties to his son Sanjib Kumar Law also known as Sanjib Kumar Laha.

AND WHEREAS the said will of the said Santosh Chandra Law also known as Santosh Chandra Laha was duly proved in the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction, on the goods of Santosh Chandra Law also known as Santosh Chandra Laha deceased, vide Case No. P.L.A. No 201 of 2004 and probate thereof was duly granted on or about [illegible] day of October,2004 to Satyajit Law also known as Satyajit Laha executrix and Durga Shankar Mullick executor appointed by the deceased testator.

AND WHEREAS the said executrix and executor thereafter duly completed the administration of the said estate of the deceased testator.

AND WHEREAS said Sanjib Kumar Law also known as Sanjib Kumar Laha became seized and possessed of and sufficiently entitled to the said **TOTAL PROPERTY**. With the consent and approval of his brother Satyen Law also known as Satyen Laha and his elder brother Mihir Kumar Law also known as Mihir Kumar Laha all of them applied for mutation to mutate their names as Owners of the **TOTAL PROPERTY** before Kolkata Municipal Corporation and Rajarhat Municipal Corporation duly mutated their names in their records vide Assessee No.120610700026. Although the deceased testator was deceased he bequeathed the TOTAL PROPERTY to Sanjib Kumar Law also known as Sanjib Kumar Laha only.

AND WHEREAS by virtue of above mentioned will, devise and bequest the Vendor has become absolute Owner of the **TOTAL PROPERTY** and Vendor is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the **TOTAL PROPERTY** as its absolute Owner in fee simple free from all encumbrances, subject to tenancy.

AND WHEREAS the Confirming Party No.1 & 2 confirmed that the Vendor is the absolute Owner of the **TOTAL PROPERTY** and Vendor is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the **TOTAL PROPERTY** as its absolute Owner.

AND WHEREAS **TOTAL PROPERTY** is under the control of the Confirming Party No.3 to 9 since long years and they are collecting rent from the tenants.

AND WHEREAS the Vendor declare and confirm as follows:

1. That the Vendor is the lawful Owner of the TOTAL PROPERTY and is seized possessed of and otherwise well and sufficiently entitled to the same as an absolute and indefeasible estate in fee simple in possession free from encumbrances.

4. The Confirming Party No.3 is a party hereto to pay all rates, taxes and all other impositions and/or outgoings payable in respect of the **TOTAL PROPERTY** upto the date of the deed of conveyance.

3. That no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act 1961.

4. That no notice has been served on the Vendor and Confirming Party No 1 & 2 for the acquisition of the **TOTAL PROPERTY** or any part thereof under the Land Acquisition Act, or under any other Law or Act, any or rules made or framed there under and the Vendor have no knowledge of receipt of any such notice or notices under any of the above Acts and/or rules for the time being in force affecting the **TOTAL PROPERTY**.

5. That no suit and/or proceeding is pending in any Court of Law affecting the said Property or any part thereof nor has the same or any or them been being attached under any writ of attachment of any Court.

6. That no part of the **TOTAL PROPERTY** is falling under any Acquisition Scheme.

7. That the Vendor have not entered into any agreement for sale or Development in respect of the **TOTAL PROPERTY** or any part or portion thereof, with any third party.

8. That the Vendor or the Confirming Party No 1 & 2 has not created any encumbrances in respect of the **TOTAL PROPERTY**.

9. That the **TOTAL PROPERTY** is not vested or surplus land in terms of ceiling land under The Urban Land Ceiling and Regulation Act, 1976.

AND WHEREAS the Vendor agreed to sell undivided 10% share of the **TOTAL PROPERTY** i.e. **ALL THAT** 1310 (One Thousand Three Hundred Ten) sq.ft. or built up area (more or less) in ground floor being unidivided 10% share in the

structure with cemented floor standing at And being Premises No. 16, Mondal's Temple Lane, also known as 16, Mondal Temple Lane, Kolkata 700053, P.S. New Alipore under KMC ward No.81 being Assessee No. 110810700026 District Registration Office at Alipore District 24 Parganas (South), and ALL THAT 2 (Two) Cottahs 11 (Eleven) Chittacks 18 (Eighteen) Sq.ft. in Land being undivided 10% share or interest in the total land measuring more or less 3 (Three) Cottahs 6 (Six) Lane at and being Premises No.16 Mondal's Temple Lane, also known as 16, Mondal Temple Lane, Kolkata-700053, P.S. New Alipore under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore District 24 Parganas (South) along with all easement and quasi easement rights more fully and particularly described in the SECOND SCHEDULE for the sake of brevity hereinafter coded and referred to the SAID PROPERTY to the Purchaser/s and Confirming Party No. 1 to 3 decided and agreed to release, relinquish their all right, interest of what soever nature which they were enjoying since long back, now and in respect of the SAID PROPERTY including possession to and in favour of the Purchaser/s herein for a total consideration of Rs.14,30,000/- (Rupees Fourteen Lakhs Thirty Thousand) only. And at the said offer of Purchaser/s herein agreed to purchase the **SAID PROPERTY** for a total consideration of Rs.14,30,000/- (Rupees Fourteen Lakhs Thirty Thousand) only.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement and in consideration of the said sum of Rs.14,30,000/- (Rupees Fourteen Lakhs Thirty Thousand) only - total money of the Union of India well and truly paid by the Purchaser/s to the Vendor and Confirming Parties No. 1 to 9, on or before the execution of these presents, the receipt whereof the Vendor and Confirming Parties No.1 to 9 doth hereby as well as by the receipt hereunder written admit and acknowledge their respective consideration and of and from every part whereof acquit, release and discharge the Purchaser/s of the the SAID PROPERTY and the VENDOR as beneficial Owners doth hereby grant, sell, transfer, convey, assign and assure free from all encumbrances UNTO THE PURCHASER/S **ALL THAT** 1,410 (One Thousand Three Hundred Ten) Sq.ft. of built up area more or less of cemented flooring situated in Ground Floor being undivided 10% share or interest in the total structure measuring more or less

13100 Sq.ft. standing on and being Premises No.16, Mondal's Temple Lane, also known as 16, Mondal Temple Lane Kolkata 700053, P.S. New Alipore under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore District 24 Parganas (South), and ALL & ALL land measuring more or less 2 (Two) Cottahs 11 (Eleven) Chittacks 18 (Eighteen) Sq.ft. being undivided 10% share or interest in the TOTAL LAND measuring more or less 22 Cottahs 2 Chittacks 6 Sq.ft. at and being Premises No.16, Mondal's Temple Lane also known as 16, Mondal Temple Lane, Kolkata 700053, P.S. New Alipore under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore District 24 Parganas (South), along with all easement and quasi easement rights more fully and particularly described in the SECOND SCHEDULE hereinafter referred to as the Confirming Parties No.3 to 9 doth hereby release, relinquish, surrender their whatsoever right, title, interest over and in respect of the **SAID PROPERTY** unto and in favour of the Purchasers OR HOWSOEVER OTHERWISE the **SAID PROPERTY** or any part thereof now is/are or at any time hereto fore was or were situated, bounded, called, known, numbered, described or distinguished and the rents, all arrears, hereditaments, charges, liens, claims, attachments whatsoever to the said Property TOGETHER WITH all yards, erections, lights, access, easements, privileges, appendages and appurtenances whatsoever **ALL THAT** 1310 (One Thousand Three Hundred Ten) Sq.ft. of Solid up-town more or less in ground floor or contained flooring structure being undivided 10% share in the total structure measuring more or less 13100 Sq.ft. standing on and being Premises No.16, Mondal's Temple Lane also known as 16, Mondal Temple Lane Kolkata 700053, P.S. New Alipore under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore District 24 Parganas (South), and ALL THAT land measuring more or less 2 (Two) Cottahs 11 (Eleven) Chittacks 18 (Eighteen) Sq.ft. being undivided 10% share or interest in the total land measuring more or less 22 Cottahs 2 Chittacks 6 Sq.ft. at and being Premises No.16, Mondal's Temple Lane also known as 16, Mondal Temple Lane, Kolkata-700053, P.S. New Alipore under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore District 24 Parganas (South), and every part thereof belonging to in any wise appertaining thereto with the good right absolute full and indefeasible therein

usually held or occupied therewith or enjoyed or appurtenant to belonging or be appurtenant thereto AND ALL the estate, right, title, interest claim or demand whatsoever both in law and in equity of the said Vendor and Confirming Parties unto or upon the **SAID PROPERTY** and every part thereof to enter upon AND TO HAVE AND TO HOLD own and possess the same unto and to the use of the Purchaser/s his/her/their successors, successors-in-interest and assigns, Absolutely and forever. AND all deeds, evidences, writings, documents of title whatsoever exclusively relating to the **SAID PROPERTY** which now or hereafter may be in the custody, power or possession of the Vendor TO HAVE AND TO HOLD the same unto the Purchaser absolutely and for ever having declared inter alia that the Vendor doth hereby covenant with the Purchaser as which are as follows :-

1. Notwithstanding anything done by the Vendor the Vendor has good right, full power and absolute authority to sell, transfer and convey the **SAID PROPERTY** intended to be sold unto the Purchaser in the way and possession as aforesaid in the way and manner hereby done or intended to be done.

2. That the Purchaser/s and all persons claiming through and under them may at all times hereafter hold own, and possess the same and receive the rents, issues, and profits thereof without any eviction or interruption claim or demand whatsoever and well and sufficiently saved and defended, kept harmless and indemnified of and from and against all former and other estates, claims, charges, liens and encumbrances, attachments and executions whatsoever had made done executed occasioned or suffered by the Vendor or his predecessors in-title or any person or persons claiming or to claim by from through, under or in trust for them.

3. That the **SAID PROPERTY** or any part thereof is not in any way directly or indirectly affected or troubled.

4. That there has not been at any time any claim whatsoever adverse to the Vendor in the **SAID PROPERTY**.

5. That the Purchaser/s shall be entitled to have his/her/their name/s mutated in the office of Kolkata Municipal Corporation or any other authority concerned and the Vendor and Confirming Party No.1 & 2 shall render help to the Purchaser/s as required in this respect.

6. That the Vendor and all persons claiming through, under them or any of them shall at all times hereafter at the request and costs of the Purchaser/s or person claiming through and under them do and execute or cause to be done and executed all such further acts, deeds and things as may be reasonably required for more perfectly assuring the said easement land and hereditament and premises and the **SAID PROPERTY** unto the Purchaser/s.

7. That the Vendor shall make good all the loss that the Purchaser/s may suffer or be put to suffer on account of any breaches in the recital herein made.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT residential structure with connected Flooring measuring more or less 13100 (Thirteen Thousand One Hundred) Sq.ft. standing on land being presently Premises No.16, Mondal's Temple Lane, also known as 16, Mondal Temple Lane Kolkata 700053, P.S. New Alipore and All That land measuring more or less 07 (Twenty Seven) cottah 2 (two) Chatak in Dag No. 11 and being presently Premises No.16, Mondal's Temple Lane, also known as 16, Mondal Temple Lane Kolkata 700053, P.S. New Alipore, under KMC ward No.81 being Assessee No. 108 [illegible] District Registration Office at Alipore, District 24 Parganas (South) [illegible] with all easement and quasi easement rights, hereinafter RTO in the MAP or PLAN annexed hereunto and bounded -

ON THE NORTH : Mondal's Temple Lane

ON THE SOUTH : 2ft. Clothi Road [illegible]

ON THE EAST : Common Passage and 16/1, Mondal's Temple Lane

ON THE WEST : Mondal's Temple Lane.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT 1310 (One Thousand Three Hundred Ten) Sq.ft. [illegible] more or less) in Ground Floor with [illegible] structure being undivided 10% share in the total structure measuring more or less [illegible] Sq.ft. [illegible] and being Premises No 16, Mondal's Temple Lane, also known as 16, Mondal Temple Lane, Kolkata-700030, P.S New Alipore under KMC ward No.81 being Assessee No [illegible] District Registration Office at Alipore District 24 Parganas (South), and ALL THAT Land measuring more or less 2 (Two) Cottahs 11 (Eleven) Chittacks 15 (Eighteen) Sq.ft. being undivided 10% share or interest in the total Land measuring more or less [illegible] (Seven) Cottah 2 (Two) Chittak 11 (Six) Sq.ft. at and being Premises No 16, Mondal's Temple Lane, also known as 16, Mondal Temple Lane, Kolkata-700030, P.S New Alipore under KMC ward No.81 being Assessee No [illegible] District Registration Office at Alipore District 24 Parganas (South), along with all easement and quasi easement rights.

D. Banerjee
Advocate

IN WITNESS WHEREOF the parties hereto have signed and executed this indenture the day month and year first above written

SIGNED AND DELIVERED by the **VENDOR** at Kolkata in the presence of :

Sanjib Kumar Law
Sanjib Kumar Laha

SANJIB KUMAR LAW
alias SANJIB KUMAR LAHA

SIGNED AND DELIVERED by the **PURCHASER/S** at Kolkata in the presence of

NISHANT PASARI

SIGNED AND DELIVERED by and on behalf of the **CONFIRMING PARTY** at Kolkata in the presence of

Satarupa Law
Satarupa Laha

SATARUPA LAW
alias SATARUPA LAHA

MIHIR KUMAR LAW
alias MIHIR KUMAR LAHA

D. Banerjee
Advocate

LAL MOHAN ROY

DHALA ROY

TARA RANI BAIDYA ROY

SANGHAMITRA NAG

SWARNA SANA
alias SWARNAMAYI SANA

SHEFALI BISWAS

BELA ROY

Drafted by me

DEBABRATA BANERJEE
ADVOCATE
W.B./ 167/1981
12/1, Lindsay Street, Kolkata 700087

D. Banerjee
Advocate

MEMO OF CONSIDERATION

Received from the Purchaser/s the within mentioned sum of Rs. [illegible] (Rupees Seventeen Lakhs Thirty Thousand) only as per memo below

Dated	Cheque/Draft No	Bank Name	Amount
		CASH	1,70,000.00
29.06.2011	773813	CORPORATION BANK	1,50,000.00
29.06.2011	773812	CORPORATION BANK	50,000.00
29.06.2011	773811	CORPORATION BANK	1,50,000.00
29.06.2011	773808	CORPORATION BANK	1,50,000.00
29.06.2011	773810	CORPORATION BANK	1,50,000.00
29.06.2011	773809	CORPORATION BANK	1,10,000.00
29.06.2011	773807	CORPORATION BANK	4,00,000.00

Sanjib Kumar Law
Sanjib Kumar Laha

SANJIB KUMAR LAW
alias SANJIB KUMAR LAHA

LAL MOHAN ROY

DEBALA ROY

D. Banerjee
Advocate

TARA RANI BAIDYA ROY

SANGHAMITRA NAG

SWARNA RANA
alias SWARNAMAYI RANA

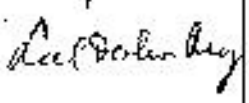
SHEFALI BISWAS

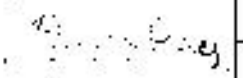
BELA ROY

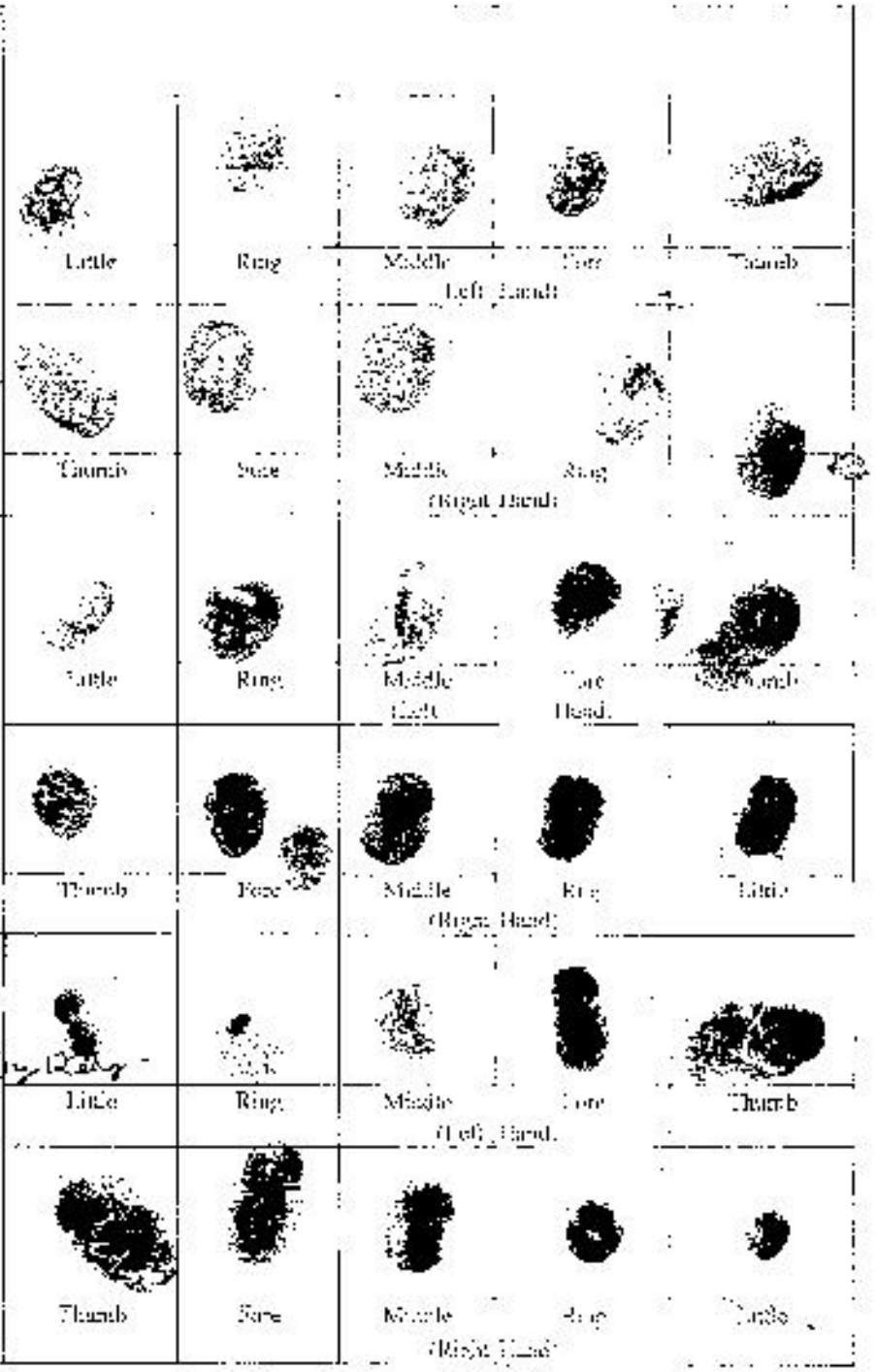
D. Banerjee
Advocate

Page No

Signature of the executants/ Presentants



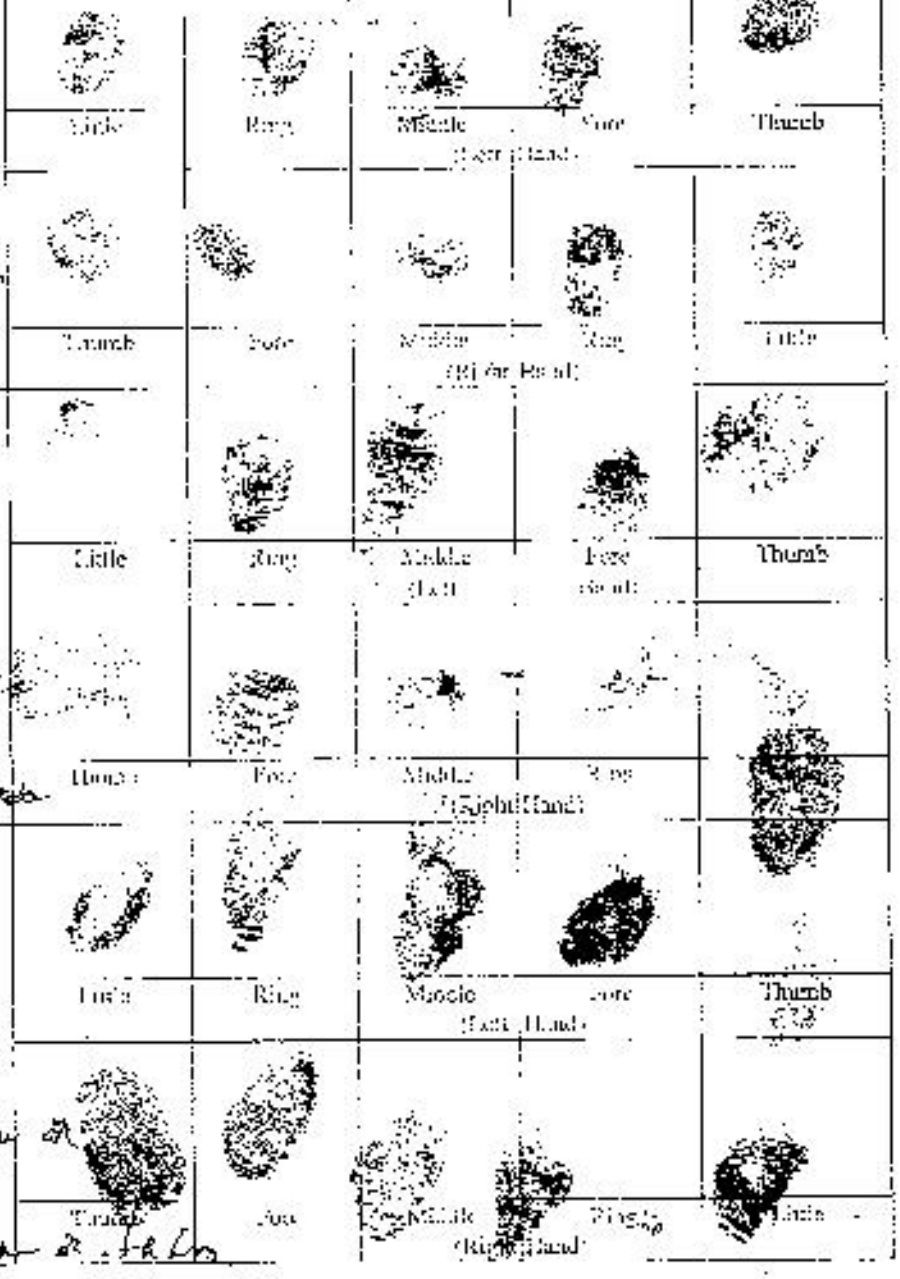




D. Banerjee
Advocate

Page No

Signature of the examinant/ Presenter(s)



Pg. No

S Swarna Mayi
Sana

Shefali Bisias

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