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FIVE HUNDRED RUPEES

Rs. 500

# INDIA NON JUDICIAL

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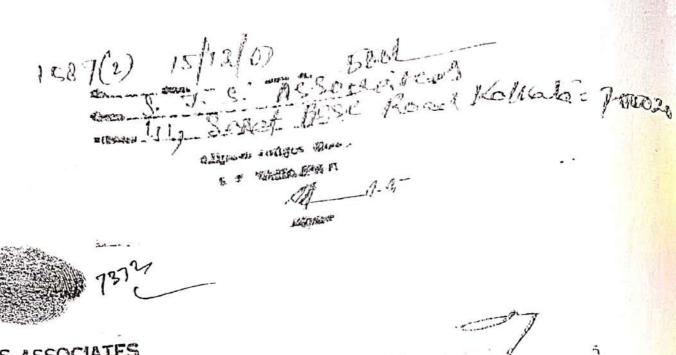
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INDENTURE

THIS INDENTURE is made this the ./8 day of .Recember. 2007 (Two Thousand Seven) BETWEEN SMT. RENEE SANGHVI, wife of Sri Bipin Sanghvi, by faith: Hindu, by nationality: Indian, by occupation: House-Wife, residing at 35B, Elgin Road, Police Station: Bhawanipur, Kolkata: 700020, hereinafter called and referred to as "the VENDOR" (which terms or expressions shall



SJS ASSOCIATES

Advocate.



500



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unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART. The Vendor is represented by her constituted Attorney SRI SATYABRATA CHAKRABORTI, son of Sri Sumanta Kumar Chakraborti, by faith: Hindu, by nationality: Indian, residing at 42B, Raja Santosh Road, Kolkata: 700027.

#### AND

"S.J.S. ASSOCIATES", a Partnership Firm, having its Office at 41, Sarat Bose Road, Police Station: Bhawanipore, Kolkata: 700020, the Firm is represented by its Partners namely, (1) SRI JITENDRA SHAH, son of Late Vrajlal Shah, (2) SMT. TARANA SHAH, wife of Sri Jitendra Shah and (3) SRI SAMIR SHAH, son of Sri Jitendra Shah, all by faith: Hindu, by nationality: Indian, by occupation: Business, all are residing at 41, Sarat Bose Road, Police Station: Bhawanipore, Kolkata: 700020, hereinafter called and referred to as "the PURCHASER" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the OTHER PART.

**WHEREAS** Sir Provash Chandra Mitter was seized and possessed of and sufficiently entitled to various landed properties within the West Bengal.

AND WHEREAS the said Provash Chandra Mitter published his last Will and Testament dated 2<sup>nd</sup> August, 1930, bequeathing his properties to his four sons namely, Sudhangshu Kumar Mitter, Santosh Kumar Mitter, Bimal Kumar Mitter and Arun Kumar Miter in equal shares and appointing Kamal Chandra Chandra, Sudhangshu Kumar Mitter and Santosh Kumar Miter as Executors of this Will.

AND WHEREAS the said Provash Chandra Mitter died on 9th February, 1934.

AND WHEREAS the said Executors Kamal Chandra Chandra, Sudhangshu Kumar Miter and Santosh Kumar Mitter obtained the probate of the Will and Testament of Provash Chandra Mitter on 14th March, 1934 from the Hon'ble High Court at Calcutta.

AND WHEREAS by an Indenture dated 30th November, 1937 made between Kamal Chandra Chandra, Sudhangshu Kumar Mitter and Santosh Kumar Mitter, therein mentioned as the Executors of the One Part and Sri Santosh Kumar Mitter, therein referred to as the Beneficiary of the Other Part, the said Executors delivered the possession of ALL THAT portion of the Premises Nos.33, 34, 34/1 & 35, Russa Road (East), now 63, 65, 67 & 69, Deshapran Sashmal Road TOGETHER with structures standing thereon measuring an area of 1 (One) Bigha 8 (Eight) Cottahs 11 (Eleven) Chittacks 31 (Thirty-One) Square Feet under Holding No.25/A, Division: "VI", Sub-Division: "S", Touzi No.28 & 36, Mouza: South Dihi Panchannagram, Police Station: Tollygunge, Sub-Registrar at Alipore, District: 24 Parganas, particularly delineated in LOT: "D" of the annexed Plan. The said Indenture was registered with the Sub-Registrar at Alipore and entered in Book No.I, Volume No.158, Pages 97 to 102, Being No.9674, for the Year 1957.

AND WHEREAS thus the said Santosh Kumar Mitter became the Owner of the Premises No.63, 65, 67 & 69, Deshapran Sashmal Road, Police Station: Tollygunge, Kolkata: 700033.

AND WHEREAS the Santosh Kumar Mitter executed his last Will and Testament dated 24th July, 1980, which was registered on 28th July, 1980 in the Office of the Additional Registrar of Assurances at Kolkata.

AND WHEREAS the said Santosh Kumar Mitter died on 29th January, 1981, leaving behind his last Will and Testament dated 24th July, 1980 and leaving behind his son Tarun Kumar Mitter. The said Tarun Kumar Mitter also died leaving behind his son Amit Kumar Mitter and daughter Renee Mitter alias Sanghvi.

AND WHEREAS the Executors Salil Kumar Mitter and Prabir Kumar Mitter applied for probate of the last Will and Testament dated 24th July, 1980 of Santosh Kumar Mitter before the Hon'ble High Court at Kolkata in Case No.71A of 1981 and the Hon'ble Court was pleased to grant Probate in favour of the of the Executors Salil Kumar Mitter and Prabir Kumar Mitter on 27th April, 1981.

AND WHEREAS as per Hon'ble Court's Order dated 21st July, 1988, the Executors discharged their duties by handing over the possession of the properties to the Beneficiaries namely Sri Amit

Mitter and Renee Sanghvi, both son and daughter of Late Tarun Kumar Mitter and Late Santosh Kumar Mitter. As per the Order of the Hon'ble Court, the said Beneficiaries Sri Amit Mitter was allotted ten properties and Smt. Renee Sanghvi was also allotted eight Properties.

AND WHEREAS by a Memorandum of Understanding recording Family Settlement dated 6th June, 1991 made between Sri Amit Mitter, therein mentioned as the First Party of the First Part and Smt. Renee Sanghvi, therein described as the Second Party of the Second Part, the Vendor Renee Sanghvi became the sole and absolute Owner of the said eight Properties including the Premises No.63, Deshapran Sashmal Road, Police Station: Tollygunge, Kolkata: 700033, containing an area of 10 (Ten) Cottahs more or less.

AND WHEREAS thus the Vendor is seized and possessed of and/or otherwise sufficiently entitled to ALL THAT piece or parcel of entire land measuring about 10 (Ten) Cottahs together with structures lying and standing thereon [constructed area of the structures being more or less 4000 (Four Thousand) Square Feet] lying situate and being Premises No.63, Deshapran Sashmal Road, Police Station: Tollygunge, Kolkata: 700033, District: 24 Parganas (South), Sub-Registration Office at Alipore, within the

limits of the Kolkata Municipal Corporation, under Ward No.89, (hereinafter referred to as the said property).

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said premises, morefully mentioned and described in the SCHEDULE hereunder written on as is where is basis, including the liabilities of arrear taxes payable to the Kolkata Municipal Corporation, and all other statutory dues payable in respect of the said property at or for a consideration of Rs.15,00,000/- (Rupees Fifteen Lac) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of Rs.15,00,000/- (Rupees Fifteen Lac) only of the true and lawful money of the Union of India already paid to the Vendor by the Purchaser in the manner expressed on or before the execution of these presents (the receipt whereof particularly mentioned in the Memo of Consideration hereunder written the Vendor doth hereby admits and acknowledges and of and from the payment of the same and every part thereof doth hereby acquit and release and for ever discharge to the Purchaser, the said plot of land conveyed hereby and every part thereof, the Vendor doth hereby grant, convey, transfer, sell, assign and assure unto and to the Purchaser free from all encumbrances as it is and where it is basis and the liabilities of arrear, taxes and all statutory dues ALL THAT piece or parcel of

entire land measuring about 10 (Ten) Cottahs together with structures lying and standing thereon [constructed area of the structures 4000 (Four Thousand) Square Feet more or less) lying situate and being Premises No.63, Deshapran Sashmal Road, Police Station: Tollygunge, Kolkata: 700033, District: 24 Parganas (South), Sub-Registration Office at Alipore, within the limits of the Kolkata Municipal Corporation, under Ward No.89, District: 24 Parganas (South), morefully and particularly mentioned in the SCHEDULE hereunder written OR HOWEVER OR OTHERWISE the said land with structure now or heretofore were or was situated, butted & bounded, called, known, numbered, described and distinguished together with benefit and advantages of ancient and other rights, liberties, easements, privileges whatsoever to the said land or any part thereof belonging to or in anywise appertaining to or with the same or any part thereof usually, held, used occupied or enjoyed or reputed to belong and reversion and reversions, remainder and remainders, rents and profits thereof and of every part thereof and all the estate right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said land or every part thereof AND all deeds, pattas, record of rights monuments, writings and evidences of title, which in anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody,

power or possession of the Vendor and its successors-in-person from whom he and her heirs, executors, administrators, legal representatives and assigns can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said land, structures and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and to the use of the Purchaser and its successors-in-office, executors, administrators legal representatives and assigns forever and the Vendor doth hereby for itself and its successors-in-office, executors, administrators, assigns covenant and legal representatives Purchaser, successors-in-office, executors, administrators, legal representatives and assigns THAT NOTWITHSTANDING any act, deed or thing whatsoever by the Vendor or any of her predecessors and ancestors-in-title, done or executed or knowingly suffered to the contrary the Vendor had at all material time heretofore and now have good right full power and absolute authority and indefeasible title to grant, sell convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the Purchaser, its successors-in-office, executors, administrators, legal representatives and assigns in the manner aforesaid AND THAT the Purchaser and its successors-in-office, executors, administrators, legal representatives and assigns shall and may

subject to payment of all taxes and statutory dues, which is outstanding, at all times hereafter, peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for it or from or under any of their ancestors or predecessors-in-title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all and every manner or claims, charges, liens, debts attachments and encumbrances, whatsoever made or suffered by the Vendor or any of its ancestors or predecessor-in-interest or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendor and all having or lawfully or equitably claiming an estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor or from or under any of its predecessors or ancestors-in-title shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser and its successors-in-office, executors, administrators, legal representatives or assigns do or execute cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said plot of land and

every part thereof unto and to the use of the Purchaser and its successors-in-office, executors, administrators, legal representatives and assigns according to the true intent and meaning of this Deed and shall or may be reasonably required and/or also if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereunder contained the Vendor will be solely responsible and liable to bear costs and damages to the Purchaser.

AND THAT the said land with structures mentioned in the SCHEDULE below is not a debutter and does not belong to any endowment and neither been requisitioned or acquired by any Competent Authority or Local Bodies nor the Vendor has received any notice or notices for acquisition or requisition from any Competent Authority and the Vendor to her best of knowledge has good marketable title over the said property.

#### THE SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY HEREBY CONVEYED)

ALL THAT piece or parcel of entire land measuring about 10 (Ten)

Cottahs together with structures lying and standing thereon [constructed area of the structures measuring an area of 4000 (Four Thousand) Square Feet more or less] lying situate and being Premises No.63, Deshapran Sashmal Road, Police Station:

Tollygunge, Kolkata: 700033, District: 24 Parganas (South), Sub-Registration Office at Alipore, within the limits of the Kolkata Municipal Corporation, under Ward No.89, Sub-Registration Office at Alipore, District: 24 Parganas (South).

The dra Shall

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of :-

WITNESSES :-

1. Siddeque lawern High Cond-Celcutta.

BiPin SANGHUI

As Countiled Assermed

Signature of the VENDOR

SJS ASSOCIATES Ohabhar (JITENDAA SHAH) GALCUTTA - 26 ASSOCIATES

SJS ASSOCIATES

Signature of the PURCHASER

Drafted by me :-

Reza Ali.

Advocate

) Worler &

Alipore Judges' Court, Kol: 27.

Alipore Judges' Court, Kol-27.

### MEMO OF CONSIDERATION

**RECEIVED** of and from the within named Purchaser the within mentioned sum of Rs.15,00,000/- (Rupees Fifteen Lac) only as and by way of consideration of the said property, as per Memo below:-

### MEMO

- Paid by Cheque No.469318 dated 18/01/2006, drawn on U.B.I.
   Rs. 1,00,000/-
- 2. Paid by Paid Order No.056263 and 056264

  drawn on Union. bask of India, Ezmstred Rs. 14,00,000/-

TOTAL ..... Rs.15,00,000/-

(RUPEES FIFTEEN LAC) ONLY

#### WITNESSES

1. Siddegia Paren Advocate High Court Celunta.

As Cambrille Johnna S)

Signature of the **VENDOR** 

2. BiPIN SANGHVI 99/1 BELTOLLA ROAD CALLOTTA - 26

# SPECIMEN FORM FOR TEN FINGERPRINTS

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SITE PLAN OF K.M.C. PREMISES NO. 63, DESHAPRAN SASMAL ROAD, P.S. CHARU MARKET, K.M.C. WARDNO. 89, TOTAL AREA OF LAND: IOK. OCH. OSFT. MORE OR LESS. SHOWN IN RED BORDER

OWNER: SMT RENEE SANGHVI

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SIS ASSOCIATES

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Partner

taliff Askony of Reene Sanghri

SJS ASSOCIATES Galana JSloh

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### Government Of West Bengal

### Office Of the A.R.A.-I KOLKATA District:-Kolkata

### Endorsement For Deed Number: I - 08089 of 2011

(Serial No. 17307 of 2007)

### On 18/12/2007

# Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 14.42 hrs on :18/12/2007, at the Private residence by Satyabrata Chakraborty. ,Executant.

## Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 18/12/2007 by

- Jitendra Shah.
- . Partner, S. J. S. Associates., 41, Sarat Bose Road, CALCUTTA, Thana:-Bhawanipore, District:-South .24-Parganas, WEST BENGAL, India, P.O.: - Pin:-700020.
  - , By Profession : Business
- 2. Tarana Shah.
- Partner, S. J. S. Associates., 41, Sarat Bose Road, CALCUTTA, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O.: Pin:-700020.
  - . By Profession : Business
- 3. Samir Shah.
- Partner, S. J. S. Associates., 41, Sarat Bose Road, CALCUTTA, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020 .
  - , By Profession : Business
- Identified By Siddiqua Parveen, daughter of ..., High Court, CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Advocate.

### Executed by Attorney

Execution by

- 1. Satyabrata Chakraborty., son of Sumanta Kumar Chakraborty, 42 B, Raja Santosh Road, , CALCUTTA, District:-.., WEST BENGAL, India, P.O. :- Pin :-700027 By Caste Hindu By Profession: Others, as the constituted attorney of Renee Sanghvi is admitted by him.
  - Identified By Siddiqua Parveen, daughter of ..., High Court, CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Advocate.

(Ramananda Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 19/12/2007

Payment of Fees:

Amount By Cash

Rs. 16580/-, on 19/12/2007

Deficit stamp duty

Under Article: A(1) = 16489/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) of 45 sqr ances : Kolkata

1 3 SEP 2011

( Ashok Bandyopadhyay ) ADDL. REGISTRAR OF ASSURANCE ! OF KOLKATA

EndorsementPage 1 of 2

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# Government Of West Bengal Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 08089 of 2011

(Serial No. 17307 of 2007)

Deficit stamp duty Rs. 89050/- is paid, by the draft number 304715, Draft Date 15/12/2007, Bank Name STATE BANK OF INDIA, Jadu Babus Bazar., received on 19/12/2007

(Ramananda Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

### On 23/06/2009

### Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-9583750/-

Certified that the required stamp duty of this document is Rs.- 670863 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

( Dines Kumar Mukhopadhyay ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

### On 13/09/2011

## Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23 of Indian Stamp Act 1899.

### Payment of Fees:

/ nourit By Cash

Rs. 88924/-, on 13/09/2011

### Deficit stamp duty

Deficit stamp duty Rs 580825/- is paid96140519/08/2011State Bank of India, Jadu Babus Bazar ( Northern Park), received on 13/09/2011

### Payment of Fees:

( Under Article : A(1) = 88924/- on 13/09/2011 )

( Ashok Bandyopadhyay ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

> of Alburances-L, Koʻallo 1 3 SEP **2011**

Additional Registrat

( Ashok Bandyopadhyay )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 2 of 2

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