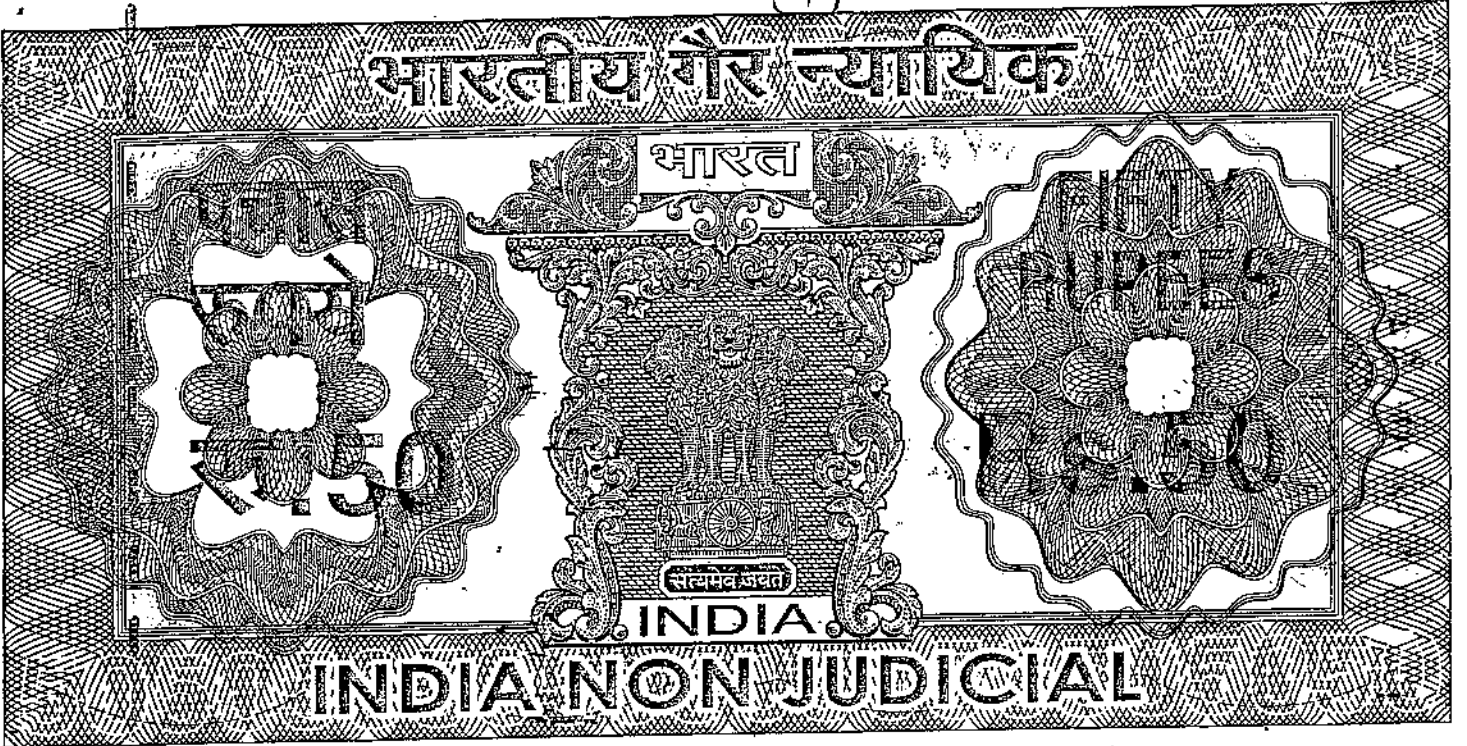


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BDS-2020 H file



अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

Z 380867

THIS AGREEMENT made this the 31st day of December 2019 BETWEEN SIDDHARTHA SINGHANIA HUF a Hindu undivided family having its office at Mansarowar, 3B, Camac Street, Kolkata – 700016, represented by its Karta, Siddhartha Singhanian of 19A, Jawaharlal Nehru Road, Kolkata – 700087, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in office and assigns) of the ONE PART AND BINA DEVI SINGHANIA, wife of Pawan Kumar Singhanian, by faith Hindu, by occupation Business, of 19A, Jawaharlal Nehru Road, Kolkata – 700087, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, administrators, legal representatives, executors and assigns) of the OTHER PART.

For SIDDHARTHA

SS (HUF) BDS-2

Singhanian
Karta

Bina Devi Singhanian

S.L. No. 170876 Sold To.....

Rs. Advers.

G.C. SAHA
(Govt.) LICENSED STAMP VENDOR
11A, Mirza Galib Street, Kol-87

.....
Date Sign 

S. N. SONI (ADV.)
88, LAL BAZAR ST.,
KOL-1

2 Copies 50/- = 100/-

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भारतीय गैर न्यायिक

भारत

FIFTY
RUPEES

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Z 380868

WHEREAS

A) The **TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA**, a body corporate constituted by the Calcutta Improvement Act, 1911 (Bengal Act V of 1911) was the absolute owner of ALL THAT piece or parcel of land measuring about 3 Cottahs 1 Chittack 27 sq.ft. be the same little more or less being Plot No. 16 of the surplus lands in Improvement scheme No. XV A) formed out of old Municipal Premises No. 16/2, Nepal Bhattacharjee Street now known as 8, Dharmadas Row, Police Station – Tollygaunge, Kolkata – 700026, Dihi Panchanan Gram, under Ward No. – 83, within the limits of Kolkata Municipal Corporation, in the District South 24 Parganas hereinafter referred to as the “Said Property” and more fully and particularly described in the 1st schedule written hereunder.

B) By registered Deed of Conveyance dated 25.07.1935 and registered with District Sub-Registrar at Alipore, South 24-Parganas and recorded in Book No. 1, Volume No. 72, Pages from 37 to 39, Being No. 3598 for the year 1935, the **TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA** sold transferred and conveyed the Said Property unto and in favour of Rai Sahib Sarada Charan Chanda and Priya Balan Chanda.

Fo SIDDHARTH SINGHANIA (HUF).
S9(HUF)-BDS-2.
KARTA

Bina Devi Singh

170876

S.L. No.....Sold To.....

Re.....Addr.....

G.C. SAHA
(Govt.) LICENSED STAMP VENDOR
11A, Mirza Galib Street, Kol- 87

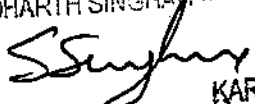
S. N. SONI (ADV.)
8B, LAL BAZAR ST.,
KOL-1

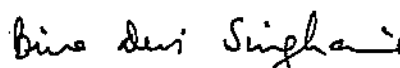
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Date.....Sign.....

2 Copies 50/- = 100/-

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- C) The registered Deed of Gift dated 01.10.1035 and registered with District Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 16, Pages from 259 to 265, Being No. 3411 for the year 1958, the said Rai Sahib Sarada Charan Chanda gifted his undivided $\frac{1}{2}$ share of the Said Property unto and in favour of his wife, Priya Bala Chanda.
- D) The said Priya Bala Chanda died on 30.08.2003 leaving behind here two daughters namely Niharkana Indu, since deceased and Sidha Chowdhry and one Daughter-in-law Subhra Chanda.
- E) The said Priya Bala Chanda executed a Will dated 29.09.2000 bequeathing her said property amongst her daughter and Grandsons. The probate of the said Will dated 29.09.2000 was granted in O.S. No. 3/2008 before the Learned 19th Additional District Judge at Alipore.
- F) By virtue of the said Will dated 29.09.2000, Subhra Chanda, since deceased and Koushik Chanda became the joint owners of **ALL THAT** the entire residential Flat measuring 1700 sq.ft. more or less super built up area on the 3rd Floor, consisting of three Bedrooms, one Dinning, One Living hall, one Kitchen, two Bathrooms and two Verandahs along with exclusive roof right described in the 2nd Schedule below (Said Flat), in the four storied Building constructed at Municipal Premises No. 8, Dharmadas Row, Kolkata – 700026, Police Station Tollygaunge (previously known as Kalighat), Ward No. 83, within the limits of Kolkata Municipal Corporation herein after referred to as the "Said Flat" and more fully and particularly described in the 2nd Schedule written hereunder.
- G) Subhra Chanda died intestate on 29.01.2015 leaving behind her son Koushik Chanda, the Vendor herein and her husband Manindra Chanda predeceased her on 14.02.1995. After the death of Subhra Chanda, her son Koushik Chanda, the Vendor herein became and is the absolute and undisputed owner of the Said Flat as per Will of Priya Bala Chanda dated 29.09.2000, and Kaushik Chanda being the owner of the Flat mutated his name in the records of Calcutta Municipal Corporation and paying the tax regularly.

For SIDDHARTH SINGHA
SS(HUF)-BDS-2

KARTA



H) The Vendor is absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said flat on 3rd floor at 8, Dharmadas Row, Kolkata – 700026 which is free from all encumbrances, liens, charges, lispendances whatsoever except tenancy,

I) The Vendor has decided to sell and the Purchaser has agreed to purchase the entire 3rd floor flat, containing an area of 1700 sq.ft. of premises No. 8, Dharmadas Row, Kolkata – 700026, be the same a little more or less, fully and particularly described in the Second Schedule hereunder written together with the undivided proportionate share in the land of the said premises No. 8, Dharmadas Row, Kolkata – 700026, described in the schedule hereunder written, together with the common parts and areas of the said promises, hereinafter collectively referred to as the **said flat**, free from all encumbrances and charges at and for a consideration of Rs. 49.50 lakhs (Rupees Forty Nine Lakhs Fifty Thousands only).

NOW THIS AGREEMENT WITNESSETH and the parties hereto do hereby agree and declare as under:

1. In consideration of the sum of Rs. 49.50 lakhs (Rupees Forty Nine Lakhs Fifty Thousands only) to be paid by the purchaser to the vendor, the vendor have agreed to sell, transfer, convey, assign and assure unto the Purchaser or their nominee(s) ALL THAT the entire the 3rd floor, containing an area of 1700 sq.ft. of Premises No. 8, Dharmadas Row, Kolkata – 700026, be the same a little more or less, fully and particularly described in the Second Schedule hereunder written together with the undivided proportionate share in the land and proportionate share of the common areas and amenities of the said building situated at premises No. 8, Dharmadas Row, Kolkata – 700026, P.S. – Lake, in the District of South 24 Parganas and hereinafter collectively referred to the **“Said Flat”**.
2. The Purchaser have on or before this day paid to the vendor a total sum of Rs. 35,000/- (Rupees Thirty Five Thousands only) in part payment of the consideration money herein, the receipt whereof the vendor doth hereby as well as by the receipt hereunder written acknowledge and the balance sum of Rs.49,15,000/- (Rupees Forty Nine Lakhs Fifty Thousands only) shall be paid on or before 30.09.20.

For SIDDHARTH SINGHANIA (HUF)
SS (HUF) 1485-2

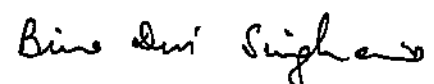
S. Singhania
KARTA

Birendra Singh

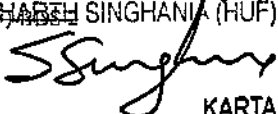
3. The vendors have represented to the Purchaser that the vendors have a good and marketable title to the said flat and the same is free from all encumbrances whatsoever and that the same is not included in any master plan nor there is any notice of acquisition or requisition thereof by the Government and / or any other local or statutory authority and that the vendors have not entered into any agreement for sale with any person.
4. The vendor has simultaneously with the execution of this agreement handed over and delivered to the Purchaser possession of the flat subject to tenancy and also agreed to deliver all the original documents eg. Sale Deed, Mutation Certificate etc.
5. The Vendor shall bear and pay all municipal rates & taxes, maintenance charges and other outgoings in respect of the said flat upto and inclusive of the date of handing over possession of the said flat to the Purchaser.
6. All cost of stamp duty, registration charges and advocate's fee etc. shall be borne and paid by the Purchaser.
7. Subject to fulfilling all the obligations as contained herein, the Purchaser shall be entitled to assign and / or nominate this agreement and the vendors agreed to accept such assignee and / or nominee of the Purchaser and to execute the Deed of Conveyance in favour of such nominee or nominees and / or assignee or assignees of the Purchaser subject to payment of the balance consideration money and fulfilling other obligations as contained herein. No further consent of the vendors will be required for nominating and / or assigning the benefits under this Agreement for Sale of the Purchaser in respect of the said property and this Agreement itself shall be treated as such consent of the vendors for such nomination and / or assignment.
8. The Vendor shall execute and register one and more Deeds of Conveyance in favour of the Purchaser or his nominee or nominees subject to her making payment of the balance consideration money.

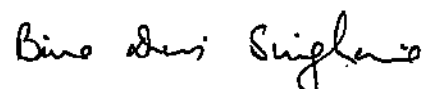
For SIDDHARTH SINGHANIA (HUF)
SS(HUF)-BDS-2


KARTA



9. The Vendor shall at its own cost carry out all necessary repairs in the said flat for making the same habitable.
10. In spite of fulfilling all the obligations as mentioned above by the Vendors, if the Purchaser fails to make payment of the balance consideration money at the time of execution of the Sale Deed in such case, the Vendor shall be entitled to sue the Purchaser for specific performance of the contract.
11. On fulfillment of all the obligations by the vendors, as aforesaid, in spite of the Purchaser being ready and willing to complete the sale on payment of balance consideration money, if the Vendor fails to execute the Deed of Conveyance in respect of the said flat in favour of the purchase or its nominee or nominees, in such case, the Purchaser shall be entitled to sue the vendors for specific performance of the contract.
12. Pending completion of the transaction, the vendors have assured and covenant with the Purchaser as and by way of negative covenants as follow:
- a) Not to sell, transfer, alienate, encumber nor create any interest of any third party into or upon the said flat belonging to the vendors.
 - b) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions of this agreement.
13. The vendors acknowledge that the aforesaid negative covenants are severable and are capable of being enforced independently of the other clauses of this Agreement.
14. The Vendor on request of the Purchaser shall on or after execution of this agreement / payment of full consideration execute a general Power of Attorney in favour of the Purchaser's nominee for the purpose of executing the Deed of Conveyance in favour of the Purchaser or its nominee or nominees, to present the same for registration, to represent us before the appropriate authority and to do all any whatever acts and deeds as may be necessary for fully and effectively transferring the said flat in favour of the Purchaser or its nominee or nominees and the vendors doth hereby agree and undertake not to revoke and or cancel the said Power of

Attorney,
For SIDDHABEH SINGHANIA (HUF)

KARTA



15. In case of any dispute or differences which may arise between the parties hereto, the same shall be referred to the sole arbitration of Sri S. N. Sani – Advocate, 8B, Lal Bazar Street, Kolkata – 700001, which will proceed as per provisions of the Arbitration and Conciliation Act, 1996 and the Award of the Arbitrator shall be final and binding on the parties hereto.

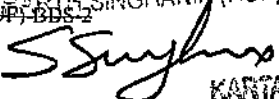
FIRST (1ST) SCHEDULE ABOVE REFERRED TO (Said Premises)

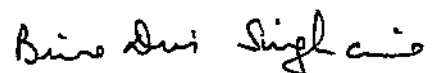
ALL THAT piece or parcel of land measuring about 3 Cottahs 1 Chittack 27 sq.ft. be the same little more or less being Plot No. 16 of the Surplus lands in Improvement scheme No. XV A) formed out of old Municipal Premises No. 16/2, Nepal Bhattacharjee Street now known as 8, Dharmadas Row, Police Station – Tollygaunge, Kolkata – 700026, Dihi Panchanan Gram, under Ward No. – 83, within the limits of Kolkata Municipal Corporation, in the District South 24 Parganas and thereon together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights, and the same is BUTTEN AND BOUNDED AS FOLLOWS:

On the North	→	10, Dharmadas Row,
On the South	→	6, Dharmadas Row,
On the East	→	Gurudwara Park,
On the West	→	529, Dharmadas Row,

SECOND (2ND) SCHEDULE ABOVE REFERRED TO (Said Flat)

ALL THAT the entire residential flat measuring 1700 sq.ft. more or less super built up area on the 3rd floor, consisting of three Bedrooms, one Dinning, One Living hall, one Kitchen, two Bathrooms and two Verandahs along with exclusive use of roof right together with tenancy in the four storied Building constructed at Municipal Premises No. 8, Dharmadas Row, Kolkata – 700026, Police Station Tollygaunge (Previously known as Kalighat), Ward No. 83 within the limits of Kolkata Municipal Corporation delineated on the Plan annexed hereto and bordered in colour Red thereon.

For SIDDHARTH SINGHANIA (HUF)
SS(HUF)-BDS-2

KARTA



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

SIGNED, SEALED AND DELIVERED by
the VENDORS at Kolkata in the presence of:

For SIDDHARTH SINGHANIA (HUF)
S Singhania
KARTA

Shilacharan Das,
19 A Chowringhee Road,
Kolkata -

SIGNED, SEALED AND DELIVERED by
the PURCHASERS at Kolkata in the presence of:

Bina Devi Singhania

Shankar Ghosh,
19A, J.L. NEHRU ROAD,
KOL-87

RECEIPT & MEMO OF CONSIDERATION

RECEIVED from the aforesaid purchaser a sum of Rs.35,000/- (Rupees Thirty-Five Thousand only) being the earnest and in part consideration money as per memo given below:

RTGS / Cheque No.	Date	Bank	Amount Rs.	Favouring
138028	30.12.19	United Bank of India, New Market Branch, Kolkata	35000	Vendor

WITNESSES:

Shilacharan Das,
19 A Chowringhee Road,
Kolkata.

For SIDDHARTH SINGHANIA (HUF)
S Singhania
KARTA

SIGNATURE OF THE VENDORS

Bina Devi Singhania

1