भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY RUPEES

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL 29AA 934504

DEED OF ASSIGNMENT OF LEASE

THIS DEED OF ASSIGNMENT OF LEASE is made on this the 18th day of **July**, Two Thousand Twenty-Two (**2022**)

BETWEEN

[1] **SRI RAVINDRA KUMAR CHOPRA**, having PAN: **ACAPC4647H** and AADHAAR: **9370 9958 0495**, son of Late Jaychand Lal Chopra, by nationality - Indian, by faith - Hindu, by occupation - Business, presently residing at Rabindra Nagar Complex, Block G, 4th Floor, Flat No. 401 & 402, 88 College Road, Howrah - 711 103, Police Station AJC Bose Botanic Garden, Post Office Botanic Garden, District Howrah AND [2] **SRI BIRENDRA KUMAR CHOPRA**, having PAN: **ACPPC0363F** and AADHAAR: **5287 2290 0519**, son of Late Jaychand Lal Chopra, by nationality - Indian, by faith - Hindu, by occupation - Business, presently residing at Rabindra Nagar Complex, Block G, 4th Floor, Flat No. 403 & 404, 88 College Road, Howrah - 711 103, Police Station - AJC Bose Botanic Garden, Post Office - Botanic Garden, District Howrah, hereinafter jointly referred to as "**THE ASSIGNORS**" (which expression 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 **ONE PART**

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মূল্য

ক্রেতার নাম ও সাং

ষ্ট্যাম্প ভেন্ডার স্বাক্ষর

বিধান নগর, সল্টলেক সিটি এ ডি এস আর ও

মোট ষ্ট্যাম্প ক্রয় 888000

চালান নং মোট কত টাকা খরিদ

ট্রেজারী-বারাকপুর, ভেন্ডার-মিতা দত্ত

Abhishekh Saha
137, Dr. A.D. Rd.
Sealdia - HWB-106

13 MAY 2022

888000

AND

[1] **SRI ABHISHEK SETHI**, having PAN: **AKUPS2075H** and AADHAAR: **4015 2335 2202,** son of late Gyan Chand Sethi [2] **SMT. BHAGYASHREE SETHI**, having PAN: **ANOPS0450M** and AADHAAR: **6350 4781 2870**, wife of Sri Abhishek Sethi AND [3] **SRI RAJAT SETHI**, having PAN: **IOJPS4555H** and AADHAAR: **8513 8631 2907**, son of Sri Abhishek Sethi, all by occupation - Business, all by religion - Jain, all by nationality - Indian, all residents of 37, Dr. Abani Dutta Road, Salkia, Howrah - 711 106, Post Office - Salkia, Police Station - Golabari, District - Howrah, hereinafter jointly referred to as the "**THE ASSIGNEES**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominees and assigns) of the **SECOND PART**

AND

THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called and referred to as "**LESSOR/CONFIRMING PARTY**" (which expression 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 **THIRD PART**

WHEREAS by an Indenture of **Lease** dated the **20th** day of **August**, **1970** made between the Governor of the State of West Bengal therein described as the **Lessor** of the One Part and **Bishnu Pada Das**, since deceased and **Smt. Arati Das**, therein described as the **Lessees** of the Other Part and registered at the Office of the Sub-Registrar, Cossipore, Dum Dum in Book No. **I**, Volume No. **95** Pages from **73** to **79**, Being No. **6162** for the year **1970** (hereinafter referred to as "**THE ORIGINAL LEASE**"), the said Governor of the State of West Bengal for the premium and/or salami of **Rs.19,197.50** and also the yearly Rent at the nominal rate of **Rs.1/-** per annum or any fraction of any year at the same rate and on the other terms and conditions therein mentioned, duly granted and demised unto the said Lessees **ALL THAT** the piece or parcel of land measuring **4.2395 Cottahs** be the same a little more or less situated lying at and being Plot No. **130** in Block - **EC** in Sector - **I** in Northern Salt Lake City Extension Area [now Salt Lake City] in the District of Twenty-four Parganas [now North 24 Parganas], Police Station - Dum Dum [now North Bidhannagar] registration office Cossipore Dum Dum [now Bidhannagar] and more fully described in the **Schedule "A"** hereunder written and hereinafter referred to as "**THE SAID LEASE HOLD PLOT OF LAND**", to erect a house building thereon for residential purpose for a period of 999 years commencing on and from the date of execution of the said Original **Lease** dated **20th** day of **August 1970** at the annual Lease Rent and on the terms, conditions, covenants and stipulations therein contained.

AND WHEREAS the said **Bishnu Pada Das**, since deceased and **Smt. Arati Das** obtained Possession of **"THE SAID LEASE HOLD PLOT OF LAND"** by virtue of a **Possession Certificate** No. **2522** dated **25th** day of **July, 1975**.

AND WHEREAS after getting the sanctioned plan, the said **Bishnu Pada Das**, since deceased and **Smt. Arati Das** constructed a residential building on "**THE SAID LEASE HOLD PLOT OF LAND**" as per the sanctioned plan being no. **SL/P/BP-1646 R3** dated **13th January, 1987**.

AND WHEREAS while seizing and possessing of "**THE SAID LEASE HOLD PLOT OF LAND**", the said **Bishnu Pada Das**, since deceased, **died** intestate on **15th July, 1990**, leaving behind his wife **Smt. Arati Das,** his son **Sri Amit Kumar Das** and his daughter **Smt. Anjana Chanda** as his only heirs and legal representatives under the provisions of Hindu Succession Act, 1956 and upon the demise of the said Bishnu Pada Das, since deceased, Smt. Arati Das, Sri Amit Kumar Das and Smt. Anjana Chanda duly mutated their names in all the records of concerned statutory authorities in respect of undivided 50% share of **THE SAID LEASE HOLD PLOT OF LAND** including in the records of Urban Department Development, Govt. of West Bengal by virtue of **Mutation Letter No.** No. **2203-SL(AL)/(EC-130)** dated **6th August, 2002** issued by Joint Secretary.

AND WHEREAS while in possession and enjoyment of **THE SAID LEASE HOLD PLOT OF LAND**, the said **Sri Amit Kumar Das** assigned/transferred undivided 1/3rd share out of undivided 50% share of the leasehold property to his mother Smt. Arati Das by way of Gift out of natural love and affection by virtue of registered **Deed of Gift** dated **23rd April, 2010** executed by and between the said Sri Amit Kumar Das as the Donor of the One Part and Smt. Arati Das as the Donee of the Other Part for the unexpired period of lease and the said registered **Deed of Gift** was registered in the office of District Sub-Registrar-II, North 24 Parganas and was recorded in Book No. **I**, CD Volume No. **11**, Pages No. **3681** to **3691** Being No. **03597** for the year **2010**.

AND WHEREAS while in possession and enjoyment of **THE SAID LEASE HOLD PLOT OF LAND**, the said **Smt. Anjana Chanda** assigned/transferred undivided 1/3rd share out of undivided 50% share of the leasehold property to her mother Smt. Arati Das by way of Gift out of natural love and affection by virtue of registered **Deed of Gift** dated **23rd April, 2010** executed by and between the said Smt. Anjana Chanda as the Donor of the One Part and Smt. Arati Das as the Donee of the Other Part for the unexpired period of lease and the said registered **Deed of Gift** was registered in the office of District Sub-Registrar-II, North 24 Parganas and was recorded in Book No. **I**, CD Volume No. **11**, Pages No. **3670** to **3680** Being No. **03596** for the year **2010**.

AND WHEREAS by virtue of the said two registered Deeds of Gift both dated **23rd April, 2010**, undivided 2/3rd share out of undivided 50% share of **THE SAID LEASE HOLD PLOT OF LAND** devolved upon Smt. Arati Das and accordingly Smt. Arati Das duly mutated her name as **Sole Lessee**, now having **undivided 100% share** in all the records of Urban Development Department by virtue of **Mutation Letter** No. **905(2)-**

UD/SL(AL)/EC-130 dated **19th April, 2011** issued by Land Manager, O.S.D. & Ex-Officio Deputy Secretary to the Government of West Bengal.

AND WHEREAS while in possession and enjoyment of **THE SAID LEASE HOLD PLOT OF LAND**, the said **Smt. Arati Das** assigned/transferred undivided 100% share of the leasehold property to the **Assignors** herein by virtue of registered **Transfer of Lease/Deed of Assignment** dated **5th April, 2013** executed by and between the said **Smt. Arati Das** as the Transferor/Assignor of the First Part, the **Assignors** herein as the Transferees/Assignees therein of the Second Part and The Governor of the State of West Bengal as the Confirming Party therein of the Third Part for the unexpired period of lease and the said registered **Transfer of Lease/Deed of Assignment** was registered in the office of Additional District Sub-Registrar, Bidhannagar and was recorded in Book No. **I**, CD Volume No. **3**, Pages No. **3497** to **3511** Being No. **01096** for the year **2013**.

AND WHEREAS by virtue of the said registered **Transfer of Lease/Deed of Assignment** dated **5th April, 2013**, undivided 100% share of **THE SAID LEASE HOLD PLOT OF LAND** devolved upon the **Assignors** herein and accordingly the **Assignors** herein duly mutated their names as co-lessees in all the records of Department of Urban Development & Municipal Affairs, Government of West Bengal, by virtue of **Order for Mutation** vide Memo No. **66-SL(AL)3L-35/66(EC-130)** dated **13th January, 2021** issued by Land Manager, Bidhannagar.

AND WHEREAS "THE SAID LEASE HOLD PLOT OF LAND" is absolutely free from all sorts of encumbrances, charges, liens, uses, executions, liabilities, leases, tenancies, licenses, requisitions, acquisitions and alignments and/or attachments in every manner whatsoever and the original **Lease** dated **20th August, 1970** is in full force and effect thereto and the demanded rental thereunder has duly been paid by the **Assignors** herein to the Superior Landlord.

AND WHEREAS the Superior Landlord namely the Urban Development Department, Government of West Bengal by Notification No. **2709-SL(AL)/4S-9/2004 (Pt-I)** dated Kolkata the **22nd June, 2012** issued by the Urban Development Department, Government of West Bengal on behalf of HIS EXCELLENCY the GOVERNOR of West Bengal and which was published on 25th day of June, 2012 at the Extraordinary Kolkata Gazette, was pleased to grant permission for transfer of residential plots of land of Salt Lake City subject to payment of **Rs.5,00,000/-** (Rupees Five Lac only) per Cottah.

AND WHEREAS the **Assignors** herein in terms of the aforesaid notification applied before the concerned authority of the Department of Urban Development & Municipal Affairs, Government of West Bengal for assigning their undivided **100%** share of Plot No. **130** in Block - **EC** in Sector - **I** in Salt Lake City in the District of North 24 Parganas, Police Station North Bidhannagar, registration office ADSR, Bidhannagar along with the **undivided 100% share** of the constructions thereon (for the sake of brevity hereinafter referred to and called as the **'said leasehold property'**), which is morefully and particularly described in the **Schedule "B"** made hereunder written.

AND WHEREAS after careful consideration, the Superior Landlord namely the Department of Urban Development & Municipal Affairs, Government of West Bengal by its **Order** vide memo No. **2005-SL(AL)-3L-35/66(EC-130)** dated **13th July, 2022** was pleased to allow the **Assignors** herein to assign their leasehold right, title and interest of the '**said leasehold property**' for the unexpired period of 999 years without prejudice to their (the Department of Urban Development & Municipal Affairs, Government of West Bengal) any right and interest over the '**said leasehold property**' in any manner whatsoever and subject to strict compliance of all and every terms and conditions, covenants, stipulations and restrictions made in the Original **Lease** dated **20th August, 1970** by the **Assignees** herein.

NOW THIS DEED OF ASSIGNMENT OF LEASE WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In consideration of a sum of **Rs.2,20,00,000/-** (Rupees Two Crores Twenty Lakhs only) paid by the **Assignees** to the **Assignors**, the receipt whereof the **Assignors** doth hereby admit and acknowledge in every manner whatsoever, the **Assignors** doth hereby grant, transfer, convey, assign and assure unto the **Assignees ALL THAT** leasehold right, title and interest of undivided **100%** share of Plot No. **130** in Block **EC** in Sector **I** in Salt Lake City in the District of North 24 Parganas, Police Station North Bidhannagar, registration office ADSR, Bidhannagar along with the undivided **100%** share of the constructions thereon for the unexpired/balance residue period of the term mentioned hereinbefore and recited in the deed of **Lease** dated **20th August, 1970** being the **'said leasehold property'**, **TOGETHER WITH** all areas, gardens, trees, fences, ditches, hedges, common roads, waters, water-courses, rights, lights, liberties, privileges, easements and appurtenances whatsoever belonging or held or occupied therewith and **TO HAVE AND TO HOLD** the same unto the **Assignees** for the residue/unexpired period of the said term of 999 years subject to payment of the rent reserved thereby and observance of all covenants by the **Assignees** of the conditions contained in the **Lease** dated **20th August, 1970 PROVIDED FURTHER** that the **Assignors** hereby covenant with the **Assignees THAT NOTWITHSTANDING** any act, deed or thing by the **Assignors** at any time done or executed or knowingly suffered to the contrary the said **Lease** is subsisting good and effectual lease or the demised premises **AND THAT** the same has not been forfeited or surrendered or become void or voidable **AND THAT** the **Assignors** had got rightful power and absolute authority to transfer, assign, assure and convey the '**said leasehold property**' for the unexpired/balance period of 999 years in the manner aforesaid **AND THAT** the **Assignees** shall and will and may at all times hereafter during all the residue/unexpired period of the said term of 999 years by the said **Lease** dated **20th August, 1970** peacefully and quietly possess and enjoy the '**said leasehold property**' and receive the rents and issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the **Assignors** or any person or persons claiming through under or in trust for the **Assignors AND THAT** the '**said leasehold property**' is free from all encumbrances made occasioned or suffered by the **Assignees** or any person or persons claiming as aforesaid **AND FURTHER THAT** the **Assignors** and all persons claiming any estate for them shall and will during the residue now un-expired period of the term granted by the said **Lease** dated **20th**

August, 1970, at the request and cost of the **Assignees** execute or cause to be done and executed all such acts, deeds and things for further and more perfectly assuring the **'said leasehold property'** and every part thereof unto the **Assignees** in the manner aforesaid as shall be or may be reasonably required **PROVIDED HOWEVER** the **Assignees** shall and will at all times hereafter during the residue now un-expired period of the said term of 999 years as granted to the **Assignees** by the said **Lease** dated **20th August, 1970** observe and perform the **Assignees** covenant and conditions, restrictions therein and shall save harmless and keep indemnified the original Lessor and its estate and effects from and against all actions proceedings claims or demands on account or in respect thereof **AND** it is hereby further agreed and declared that neither the transfer and assignment as aforesaid nor anything herein contained shall prejudice or effect the original reservation of rent of the further stipulations covenants and conditions contained in the said deed of **Lease** in respect of the **'said leasehold property'** and the person or persons from time to time entitled thereto **AND** the **Assignors** declare that the **Assignees** shall be entitled to mutate their names in the records of all the competent statutory authorities including in the records of the Department of Urban Development & Municipal Affairs, Government of West Bengal **AND THAT** the **Assignors** cease to have any interest in the above mentioned leasehold property from this day **AND THAT Assignors** deliver Possession of the **'said leasehold property'** unto and in favour of the **Assignees TO HAVE AND TO HOLD** the same for their use and benefit without any interruption, claim or demand whatsoever by the **Assignors** or any person claiming through them subject to the terms and conditions of the original deed of **Lease** for the unexpired period of the original **Lease**.

The Assignors herein have represented, assured and undertaken to the Assignees the given warrantees as follows:

i) That the **Assignors** herein are the lawful mutated Co-Lessee of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **'said leasehold property'** and the **'said leasehold property'** is free from all/any claim, demand, encumbrance, charges, liens, uses, executions, liabilities, leases, licenses, requisitions, acquisitions and alignments, etc. whatsoever or howsoever.

ii) That the **Assignors** herein shall keep harmless and indemnified the Superior Landlord namely the Department of Urban Development & Municipal Affairs, Government of West Bengal and its estate and effects from and against all actions proceedings claims or demands on account or in respect of granting permission for transfer/assignment of the **'said leasehold property'** and/or in respect of the transfer caused hereby by virtue of these presents.

The Assignees herein have represented, assured and undertaken as under:

i) That the **Assignees** shall strictly comply with all and every terms and conditions, covenants, stipulations and restrictions made in the Original **Lease** dated **20th August, 1970** and in breach of any of the terms and conditions,

covenants, stipulations and restrictions made in the Original **Lease** dated **20th August, 1970** by the **Assignees** herein, the Superior Landlord namely the Department of Urban Development & Municipal Affairs, Government of West Bengal shall have absolute and exclusive right to re-enter into possession of the demised land or any part thereof after determining the leasehold title of the demised land ex-parte.

ii) That the **Assignees** shall use the **'said leasehold property'** exclusively for the purpose as stated in the Original **Lease** dated **20th August, 1970.**

iii) That Superior Landlord namely the Department of Urban Development & Municipal Affairs, Government of West Bengal and all other and every statutory authorities having jurisdiction over the **'said leasehold property'** shall remain indemnified against any and all claims/dues payable by the **Assignees** to any local authority in future.

iv) That in case of any subsequent transfer of the **'said leasehold property'** by the **Assignees**, the **Assignees** shall again have to obtain prior permission in writing from the Department of Urban Development & Municipal Affairs, Government of West Bengal.

THE SCHEDULE "A" ABOVE REFERRED TO LEASEHOLD LAND

ALL THAT leasehold land measuring **4.2395 Cottahs** be the same a little more or less and construction made on the Plot No. **130** in Block - **EC** in Sector - **I** in Salt Lake City, Kolkata - 700 064 in the District of North 24 Parganas, Police Station - North Bidhannagar, Registration Office - Additional District Sub-Registrar, Bidhannagar (Salt Lake City):

BOUNDARY

ON THE NORTH	:	Plot No. 24 (5k), 25 (5K) and 129 (4k) in Block EC
ON THE SOUTH	:	Plot No. 131 (4k) in Block EC and Type VI Road
ON THE EAST	:	Plot No. 129 (4k) in Block EC and Type VI Road
ON THE WEST	:	Plot No. 24 (5k) and 131 (4k) in Block EC

THE SCHEDULE "B" ABOVE REFERRED TO (SAID LEASEHOLD PROPERTY)

ALL THAT leasehold right, title and interest of **undivided 100% share** of plot no. **130** in Block - **EC** in Sector - **I** in Salt Lake City, Kolkata - 700 064 in the District of North 24 Parganas, Police Station - North Bidhannagar, Registration Office Additional District Sub-Registrar, Bidhannagar (Salt Lake City) along with the undivided **100%** share of the ground floor building measuring **1259 Sq. ft.** having mosaic flooring and covered garage measuring about **120 Sq. ft.** having cemented flooring for the unexpired residue period of the term mentioned hereinbefore and recited in the deed of **Lease** dated **20th August, 1970.**

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

SIGNED, SEALED AND **DELIVERED** by the **Assignors** namely [1] **SRI RAVINDRA KUMAR CHOPRA**
and
[2] **SRI BIRENDRA KUMAR CHOPRA** in presence of the following **WITNESS:**

Ravindra Kumar Chopra 18/07/22
1.PAN CARD NO. ACAPC4647H

Birendra Kumar Chopra 18/07/22
2.PAN CARD NO. ACPPC0363F

1. Gaurav Chopra
Son of Birendra Kumar Chopra
88 College Road, Block G, 4th Floor, Howrah 711103

2. Subhas Mondal
S/o Sachil Mondal
Bishnu pur
Beldanga
Murshidabad pin. 3426

SIGNED, SEALED AND **DELIVERED** by the **Assignees** namely [1] **SRI ABHISHEK SETHI,**

18.07.2022
1.PAN Card No. AKUPS2075H

[2] **SMT. BHAGYASHREE SETHI**

Bhagya Shree Sethi 18/7/22
2.PAN Card No. ANOPS0450M

and [3] **SRI RAJAT SETHI** in presence of the following **WITNESS:**

Rajat Sethi 18/07/2022
3.PAN Card No. IOJPS4555H

1. Ketan Dhanania S/o Ram Babu Dhanania
S/o BE-281, Sector-I
Salt Lake City, Kolkata 700064

2. BIJAY RAY
S/o Kisun Ray
Panchayat Dakshini, Giridih, Jharkhand
825412

SIGNED, SEALED AND **ACCEPTED** by the **Lessor/Confirming Party** namely **Government of West Bengal, Department of Urban Development & Municipal Affairs** in presence of the following **WITNESS:**

18/07/22
Land Manager, Bidhannagar
Department of Urban Development & Municipal Affairs
Government of West Bengal

1. Narayani Bhattacharyya
UDA, 18/7/22

2. Sk Habib Ali
U.D.A, 18/7/22

Drafted as per Government Proforma