

256 Shyamed Xr. Adhitan

Some Adlikary (Mondal)
. Left N. K. Mondal
48/162 Baganpara Rd. Kol-104
P. S.- Harider Pur.
Sorvice

ADDITIONAL RESISTAR
OF ASSURANCES-I, KOLISATA
1 9 JAN 2015

<u>SRI SHYAMAL ADHIKARY</u> son of Late Jogendra Nath Adhikary by faith - Hindu, by occupation – Service, residing at 93, B. L. Saha Road, Kolkata: 700053, in the District: 24 Parganas (South) hereinafter called the "<u>VENDOR</u>" (which terms or expression shall unless excluded by or repugnant to the subject or context shall always be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the <u>ONE PART</u>:

#### AND

SRI SRINATH SHAW son of Late Kalipada Shaw, by faith - Hindu, by occupation - Business, residing at 130, B. L. Saha Road, within Police Station: Behala, Kolkata: 700053, in the District 24 Parganas (South) hereinafter called the "PURCHASER" (which terms or expression shall unless excluded by or repugnant to the subject or context shall unless exclude by or repugnant to the subject or context shall always be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART;

WHEREAS: By a Deed of Partition dated 26th November, 1954 in the office of the Sub Registrar at Alipore in Book No. I, Volume No. 127, Pages Nos. 270 to 278, being No. 7901 for the year 1954, one Sri Dinabandhu Adhikary got a house property measuring 4 (Four) Cottahs 13 (Thirteen) Chittaks and 42 (Fourteen) Square Feet together with a Kancha Structure measuring about 100 Square Feet standing thereon comprised in R. S. Dag No. 625, Khatian No. 293, in Mouza: Italghata, J.L. No. 10, Police Station: Behala, Sub Registry office Alipore, District: 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata: 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) which is morefully described and mentioned in the SCHEDULE hereunder written and herein after referred to as the said PROPERTY.

ADDITIONAL REGISTRAR

ADDITIONAL RECISTRAR
OF ASSURANCES I, KOLISATA
1 9 JAN 2015

<u>AND WHEREAS</u> while thus seized and possessed of the aforesaid property in aforesaid manner the said <u>Sri Dinabandhu Adhikary</u> died intestate leaving behind him his only wife Smt. Shanti Devi Adhikary as his only legal heirs, successors and legal representative.

<u>AND WHEREAS</u> the said *Smt. Shanti Devi Adhikary* was enjoying and possessing of the aforesaid property personally without any interruption by anybody, which for the sake of brevity hereinafter called and referred to as the "<u>SAID PROPERTY</u>" she executed a <u>WILL</u> on 12<sup>th</sup> day of August, 1987.

<u>AND WHEREAS</u> after demise of said *Smt. Shanti Devi Adhikary* on 20<sup>th</sup> day of January, 1989 as per her said <u>WILL</u> on 12<sup>th</sup> day of August, 1987, she devised and bequeathed all her immovable real and personal properties to *Sri Shyamal Adhikary* son of Late Jogendra Nath ADHIKARY at 154, B. L. Saha Road, Kolkata: 700053, as beneficiary of the aforesaid <u>WILL</u> and who is also sole executer of the said <u>WILL</u>.

and where As the said Sri Shyamal Adhikary filed a Suit for Probate of the said will on dated 12th day of August, 1987 vide Probate Case No. 135 of 2011 in the Court of the Ld. District Delegate Court at Alipore and the said Suit was finally heard and disposed with probate on dated 19th day of December, 2014 vide Ordered No. 17 of 19/12/2014 passed by the Ld. District Delegate Court at Alipore in the said Suit being Probate Case No. 135 of 2011 in terms of the said WILL the said Sri Shyamal ADHIKARY got ALL THAT a house property measuring about 4 COTTAH 13 CHITTAKS 42 SOUARE FEET be the same a little more or less recorded in R. S. Dag No. 625, Khatian No. 293, in Mouza Titalghata, J.L. No. 10, Police Station: Behala, Sub Registry office Alipore, District: 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata: 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) be the same a little more or less together with

easement rights of the 35' feet wide KMC Road and together with a Kancha Structure measuring about 100 Square Feet more or less standing thereon.

<u>AND WHEREAS</u> the Vendor thus having acquired the said property in aforesaid manner absolutely seized and possessed of the said property without any interruption by anybody from any corner whatsoever and mutated his name in the record of rights as per the said property being urgent need of cash money and for bonafide reasons he announced to outright sale a house property measuring about <u>1 COTTAH 7 CHITTAKS 41 SQUARE</u>
<u>FEET</u> be the same a little more or less out of the said house property measuring about <u>4</u>
<u>COTTAH 13 CHITTAKS 42 SQUARE FEET</u> be the same a little more or less free from all encumbrance, attachments, liens and lispendenses.

<u>AND WHEREAS</u> the Purchaser being interest to purchase the said property, fully described in the <u>SCHEDULE</u> hereunder written free from all encumbrances, attachments, liens and lispendenses proposed to purchase the said property at and for a total consideration of *Rs.* 6,00,000/- (Rupees Six Lac) only.

<u>AND WHEREAS</u> the <u>VENDOR</u> is having found the said offer/proposal of the <u>PURCHASER</u> fair adequate of the <u>PURCHASER</u> agreeing to complete the said intended sale transaction in respect of the said property fully described in the <u>SCHEDULE</u> hereunder written hereinafter referred to as the said <u>PROPERTY</u>.

NOW THIS DEED WITNESSETH that in pursuance of agreement and in consideration of the said sum of Rs. 6,00,000/- (Rupees Six Lac) only, being the total agreed price and/or consideration paid by the Purchaser to the Vendor simultaneously with the execution of these presents interms of memo of consideration hereunder written (the receipt whereof the Vendor hereby admits and acknowledges and of and from the same release and discharge the <u>SAID PROPERTY</u> to the Purchaser herein) the Vendor herein as beneficial Owner do hereby absolutely grant, convey, sell, transfer, assign and assure unto and to

the use of the Purchaser herein, free from all encumbrances ALL THAT a house property measuring about 1 COTTAH 7 CHITTAKS 41 SQUARE FEET be the same a little more or less recorded in R. S. Dag No. 625, Khatian No. 293, in Mouza: Italghata, J.L. No. 10, Police Station: Behala, Sub Registry office Alipore, District: 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata: 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) be the same a little more or less together with easement rights of the 35' feet wide KMC Road and together with a Kancha Structure measuring about 100 Square Feet more or less standing thereon and bounded on the North - By 5' wide Common Passage; on the South - By Premises of 93, B. L. Saha Rd; on the East- By House of Gadadhar Das; on the West - 35' Feet wide B. L. Saha Road; specifically shown and delineated in border "RED" in the map or plan attached hereto which will from part of these presents and more particularly mentioned and described in the SCHEDULE hereunder written, which is now in exclusive occupation and possession of the Vendor herein, TOGETHER WITH all structures, fittings, fixtures, appliances, equipments, trees, plants, fences, ledges, ditches, ways, waters, water courses, lights, liberties, privileges, easements and appurtenances, whatsoever to the said property belonging or in anyway appertaining or usually held, or occupied therewith or reputed to belong or be appurtenant thereto. AND ALL the estate, right, title, interest, claim and demand whatsoever of the Vendor herein into or upon the same and every part thereof in law and equity TO ENTER UPON AND TO HAVE HOLD OWN and possess the same unto and to the use of the Purchaser, his heirs, executors, administrators, assign jointly and forever together with title deeds, writings, muniments and other evidences of title, AND THE VENDOR do hereby covenant with the Purchaser, his respective heirs, executors, administrators, representatives, and assigns, that NOTWITHSTANDING any act, deed or things heretofore done, executed or knowingly suffered to the contrary, the Vendor herein are

now lawfully seized and possessed of the said property, free from all encumbrances, attachments and/or defect-in-title whatsoever and that the Vendor has full power and absolute authority to sell the said property in manner aforesaid AND the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas or through tenants without any claim or demand whatsoever from the Vendor or any person claming through or under them  $\underline{AND\ FURTHER\ THAT}$  the Vendor, his respective heirs, executors, administrators or assigns, covenant with the Purchaser, his respective heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the Purchaser herein, his respective heirs, executors, administrators or assigns from or against all encumbrances, charges and equities whatsoever AND the Vendor herein, his respective heirs, executors, administrators or assigns further covenant that they will at the request and costs of the Purchaser, his heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more particularly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

#### THE SCHEDULE ABOVE REFERRED TO:

(Said Property is hereby conveyed)

ALL THAT a house property measuring about 1 COTTAH 7 CHITTAKS 41 SQUARE FEET be the same a little more or less out of the said house property measuring about 4 COTTAH 13 CHITTAKS 42 SQUARE FEET be the same a little more or less recorded in R. S. Dag No. 625, Khatian No. 293, in Mouza: Italghata, J.L. No. 10, Police Station: Behala, Sub Registry office Alipore, District: 24 Parganas (South) under the Kolkata Municipal Corporation in Ward No. 116, being Municipal Premises No. 183, B. L. Saha Road, having its Postal Premises No. 93, B. L. Saha Road Kolkata: 700053, having its Municipal Assessee No. 41-116-03-0183-5, in the District 24 Parganas (South) be the same a little more or less together with casement rights of the 35' feet wide KMC Road and together with a Kancha Structure measuring about 100 Square Feet more or less

standing thereon <u>TOGETHER WITH</u> all structures, fittings, fixtures, appliances, equipments, trees, plants, fences, ledges, ditches, ways, waters, water courses, lights, liberties, privileges, easements and appurtenances, whatsoever to the said property belonging or in anyway appertaining or usually held, or occupied herewith or reputed to belong or be appurtenant hereto and the <u>SAID PROPERTY</u> is specifically shown and delineated in the border "<u>RED</u>" in the map or plan attached hereto, which will form an integral part of these presents and the same is butted and bounded by:-

ON THE NORTH

By 5' wide Common Passage;

ON THE SOUTH

By Premises of 93, B. L. Saha Rd;

ON THE EAST

By House of Gadadhar Das;

ON THE WEST

35' Feet wide B. L. Saha Road;

<u>IN WITNESS WHEREOF</u> the <u>VENDOR</u> hereto have set and subscribed his hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED at

Kolkata in presence of:

#### WITNESSES:

1. Soma Adlikary (handal)

2. Nipmay Methi

Shyand Dr. Adhikan

Suinally Shar

Signature of the Purchaser

Signature of the VENDOR

@soki Das, (Advocate)

(Advocate) Alipore Judges Court, Kolkata: 700 027.

MR. ASOKE DAS

Advocate

Alipore Judges' Court

Kolkata - 700027

Regd. No. - WB/147/1999

### MEMO OF CONSIDERATION

<u>RECEIVED</u> from the within named <u>PURCHASER</u> the Sum of Rs. 6,00,000/- (Rupees Six Lac) only, as full and final settled price or consideration for sale of the <u>SAID PROPERTY</u> specifically described in the <u>SCHEDULE</u> mentioned above of these presents as per memorandum below:-

By Cash dated 10/4/2010

Rs. 1,08,000/-

By Cash dated 15/10/2011

Rs. 72,000/-

By Cash dated 12/8/2013

Rs. 70,000/-

By Pay order/Demand Draft No.009043 dt.19/1/15

Drawn on AXIX Bank, Behala Branch, Kol-700034,

In the name of;-

Rs. 3,50,000/-

Rs. 6,00,000/-

Rupees Six Lac only.

### WITNESSES:

1. Soma Adlikary (hondat) 48/162 Bagan pera Ad. hor-104

Shyama X7. AShi Key

Signature of the VENDOR

2. Nirmay MaThi 24.T.C. Rd - Kol-53 SITE PLAN FOR : SRINATH SHAW,

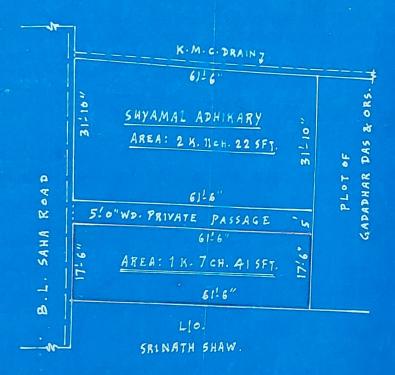
AT 193, B.L. SAHA ROAD, K.M.C. WARD NO. 11G, ASSESSEE NO.
41-116-03-0183-5. MOUZA: ITAL GHATA, J.L.NO. 10, R.S.NO. 185, TOUZI-

No. 53, Kol -53, KHATIAN No. 749 & 293, PART OF DAG No. 625/846,

P.S. BEHALA, PARGANA - MAGURA, DIST. 24-PGS. (5) SCALE: 1 = 20-0".

AREA OF LAND: 1 K. 7 CH. 41" SFT. ... SHOWN IN RED.

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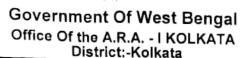
Shyandel Kr Adh Acey

Drawnby: - Gelal

G. C. PAL L.B.S. (K.M.C.) NO. 354(11) 14, M. L. GUPTA ROAD, KOL-8

- SIGNATURE -

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Endorsement For Deed Number : I - 00589 of 2015 (Serial No. 00563 of 2015 and Query No. 1901L000000064 of 2015)

### On 19/01/2015

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

Presented for registration at 14.40 hrs on :19/01/2015, at the Private residence by Srinath Shaw ,Claimant.

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

Execution is admitted on 19/01/2015 by

- Shyamal Adhikary, son of Lt. Jogendra Nath Adhikary, 93, B. L. Saha Road, Kolkata, Thana:-Behala District:-South 24-Parganas, WEST BENGAL, India, Pin:-700053, By Caste Hindu, By Profession Service
- Srinath Shaw, son of Lt. Kalipada Shaw, 130, B. L. Saha Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700053, By Caste Hindu, By Profession: Business

Identified By Soma Adhikary (Mondal), wife of N. K. Mondal, 48/162, Bagan Para Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700104, By Caste: Hindu, By Profession: Service.

( Dinabandhu Roy )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

## On 22/01/2015

## 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, 5 of Indian Stamp Act 1899.

#### Payment of Fees:

Amount by Draft

Rs. 41800/- is paid, by the draft number 534152, Draft Date 21/01/2015, Bank Name State Bank of India, TOLLYGUNGE CIRCULAR RD, received on 22/01/2015

(Under Article : A(1) = 41646/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/-, Excess amount = 56/- on 22/01/2015)

## 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.-37,86,111/-

Certified that the required stamp duty of this document is Rs.- 265048 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

## Deficit stamp duty

Deficit stamp duty Rs. 264100/- is paid, by the draft number 534151; Draft Date 21/01/2015. Bank State Bank of India, TOLLYGUNGE CIRCULAR RD, received on 22/01/2013

OF ASSURGAÇÃO LA TREBANTA (2 2 JAN 2015)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

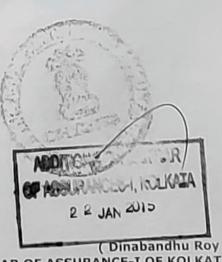
EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 00589 of 2015 (Serial No. 00563 of 2015 and Query No. 1901L000000064 of 2015)

( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



( Dinabandhu Roy )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 2 of 2

ThumbLEFT RIGHT:

First

Middle

Ring

Little













Name: SRI SHYAMAL ADHIKARY





Signature: Thyamal to Aduku



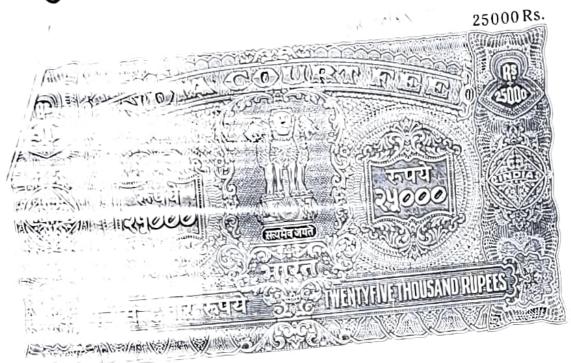
RIGHT Name: SRI SRINATH SHAW

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 2 Page from 652 to 665 being No 00589 for the year 2015.



(Dinabandhu Roy) 22-January-2015 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal



# IN THE COURT OF DISTRICT DELEGATE, 1st CIVIL JUDGE, SENIOR DIVISION, AT ALIPORE.

Act 39 Case No.135 of 2011 (Probate).

Late Shanti Debi Adhikary, wife of Late Dinabandhu Adhikary resident of 93, B.L. Sana Rand, Police Station Behala, Kolkuta-700053, District-South 24 Parganas

Deceased.

Sri Shyamal Kumar Adhikary, son of Late Jogendra Nath Adhikary, residing at 93, Sala Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas.



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West Bengal Form No. 3394.

HIGH COURT FORM NO. (J) 53 GRANT OF PROBATE OF WILL (1) [SECTION 289 OF THE INDIAN SUCCESSION ACT 1925]

IN THE COURT OF DISTRICT DELEGATE, 1" CIVIL JUDGE, SENIOR DIVISION, AT ALIPORE.

Act 39 Case No.135 of 2011 (Probate).

(1) Judge of the District

ı, Sri Anil Kumar Prasad, 1st Civil Judge Senior Division at Alipore

of or Delegate appointed for granting Probate or Letters of Administration in

hereby make known that on the 19th day of December

in the year 2014 the last Will of

of the Delegate's jurisdiction) Late Shanti Debi Adhikary, wife of Late Dinabandhu Adhikary resident of 93, B.L. Saha Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas.

a copy whereof is hereunto annexed, was proved and registered before me and that administration of the property and credits of the said deceased, and in any way concerning his will, was granted to

1. Sri Shyamal Kumar Adhikary, son of Late Jogendra Nath Adhikary, residing at 93, B.L. Saha Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas.

the Executor in the said Will named, he have undertaken to administer the same and to make full and true Inventory of the said property and credits, and exhibit the same in the Court within six months from the date of this grant or within such further time as the Court may from time to time appoint and asso to Issued in this court a true account of the said property and credits within one year from the same date or within such furher time as the Court may from time to time appoint.

in the year 201 Junder the seal of court,

The Probate is issued on a maximum court fee stamp of Rs 50, 000/-2 amon

The Court fees paid are correct.

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IN THE COURT OF DISTRICT DELEGATE, 1st CIVIL JUDGE, SENIOR DIVISION, AT ALIPORE.

Act 39 Case No.135 of 2011 (Probate).

## SCHEDULE

ALL THAT piece and parcel of land measuring about 4 cottahs 13 Chittaks 42 square feet, together with two storied building erected thereon, under Mouza Italghata, Touzi No. 53, J.L. No.10, Khatian No.293, Dag No. 625, within the jurisdiction of Kolkata Municipal Corporation, under Ward No. Bearing premises no. 93, B.L. Saha Road, Kolkata-700053, Police Station Behala, District: South 24 Parganas.



District Palacata

District Delegate

1st Civil Judge, Senior Division,

District Belega.e South 24-Pargunas Alipore

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District Delegate 1st Civil Judge, Senior Division, Alipore

IN THE COURT OF DISTRICT DELEGATE, 1st CIVIL JUDGE, SENIOR DIVISION, AT ALIPORE.

Act 39 Case No.135 of 2011 (Probate).

Late Shanti Debi Adhikary, wife of Late Dinabandhu Adhikary resident of 93. B.L. Saha Road, Police Station benala, Kolkata-700053, District-South 24 Parganas

Deceased.

Sri Shyamal Kumar Adhikary, son of Late Jogendra Nath Adhikary, residing at 93, B.L. Saha Road, Police Station Behala, Kolkata-700053, District-South 24 Parganas.

Petitioner.



District Delegate

Pi Civil Judge, Seniar Division, Alipore

South 24-Parganas

Alipore