

26 APR 2010 (0000) Bormilan Santosh Kr. Dey ALIPUR POLICE COURT Kolkata - 27

BING YAM & D.

শ্রমা জ্বাধা, Bub-Registrar

0 5 MAY 2010

Wife of Late Nirbedendu Bhadra, by occupation - House wife, by faith - Hindu, residing at Ukil Para Road, Post Office & Police Station - Baruipur, Kolkata - 700 144, District - South 24 Parganas, and 2) SMT. RUPA DEY, wife of Sri Deepak Kumar Dey, daughter of Late Nirbedendu Bhadra, by occupation-Service, by faith-Hindu, residing at 18, Haridevpur New Road, Post Office - Haridevpur, Police Station - Thakurpukur, Kolkata - 700 082, District - South 24 Parganas hereinafter called the <u>OWNERS/VENDORS</u> (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns) of the <u>ONE PART</u>;

AND

SRI ASHOKE NAG CHOWDHURY, son of Sri Swadesh Ranjan Nag Chowdhury, by profession - Business, by religion - Hindu, by Nationality - Indian and residing at Ukil Para, Post Office & Police Station - Barnipur, District - South 24 Parganas, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART;

WHEREAS the predecessor - in - interest of the First Part herein Late Nirbedendu Bhadra, his mother Smt. Nalinibala Bhadra and his three sisters, namely Smt. Bina Dutta, Smt. Ranjusri Dutta and Smt. Manjusri Nag, were the joint owners of ALL THAT 6.5 Satak of land with a tiled shaded construction thereon, by virtue of inheritance which is lying and situated at Mouza - Baruipur, Pargana - Medanmolla, J.L. No. 31, R.S.

No. 71, Touzi No. 250. Settlement Khatian - 4398, Dag No. - 1387/3184, Police Station -Baruipur, District - South 24 Parganas, under the jurisdiction of Baruipur Municipality morefully and more particularly described in the Schedule written hereunder. The father of the said Late Nirbedendu Bhadra, Late Nagendra Chandra Bhadra during his life time purchased the abovereferred land being a part of Dag No. 1387 from one Angshujit Mukhopadhaya by a Deed of Conveyance dated 13.9.1953, duly registered in the office of the Sub - Registrar, Baruipur being No.3439 for the year 1953.

AND WHEREAS after purchase the said land along with the construction the said Late Nagendra Chandra Bhadra got mutated his name in the record of the Land and Land Revenue and Municipal authority and started to live therein with his family by errecting a tile shaded structure. After mutation his portion was earmarked as Dag No. 1387/3148 in the record of the B.L. & L.R.O. (as per available parcha).

AND WHEREAS after the demise of the said Late Nagendra Chandra Bhadra his legal successors i.e. the said the Late Nirbbedendu Bhadra and his mother and three sisters became the joint owners of the said property each having equal undivided share therein.

AND WHEREAS the mother and sisters of the said Late Nirbbedendu Bhadra gifted their proportionate undivided 4/5th share of the said property to their son / brother respectively out of their natural love and affection towards him by virtue of a Gift Deed, dated 16.4.1987 duly registered in the office of the ADSR, Baruipur, duly recorded in Book No. 1, Volume No. 37, Pages 183 to 188 being No. 2601 for the year 1987.

the Late Nirbbedendu Bhadra became the absolute owner of the ALL THAT 6.5 Satak land including his own 1/5th share in the property with a 1 storied construction thereon measuring about 500 sqft. alongwith all easement rights, lying and situated at Mouza Baruipur, Pargana - Medanmolla, J.L. No. 31, R.S. No. 71, Touzi No. 250 Settlement Khatian - 4398, Dag - 1387/3184, Police Station - Baruipur, District South 24 Parganas, under the jurisdiction of Baruipur Municipality, Ward No. 15 morefully described in the Schedule written hereunder and he got mutated his name in the record of Baruipur Municipality being Holding No. - 70, Ukilpara, Ward No. 15 and had been paying rates and taxes regularly.

AND WHEREAS the said predecessor - in - interest of the First Part herein the Late Nirbbedendu Bhadra died on 6.2.2009 leaving behind him his wife Smt. Anita Bhadra and married daughter Smt. Rupa De, the Vendor Nos.1 and 2 herein respectively as his legal heirs and successors who became the joint owners of the Schedule mentioned property left by their predecessor - in - interest the said Late Nirbbedendu Bhadra.

AND WHEREAS now the vendors herein due to their personal reason, had intended to sell out the Schedule property and invited intending purchasers for the same and being aware of such intention of the First Part / Vendors, the Other Part / the Purchaser herein approached to them for purchasing the same at a valuable consideration.

AND WHEREAS the Vendors agreed to sell the same to the Purchaser / Other Part at a valuable consideration and provided the Purchaser with relevant documents in respect of their marketable title.

AND WHEREAS the Purchaser, after being satisfied with the relevant documents supplied by the Vendors and also being satisfied with the existing structure agreed to purchase the said property more fully described in the Schedule written hereunder at the valuable consideration proposed by the Vendors.

AND WHEREAS to avoid the future complications and/or to make the Transfer convenient and smooth all the parties entered into an AGREEMENT FOR SALE in respect of the Schedule mentioned property on 28.03. 2009 when the Purchaser paid a sum of Rs. 2,00,000.00 (Rupees two lac) only to the Owners as earnest money out of the total consideration of Rs.13,00,000.00 (Rupees thirteen lac) only vide Cheque Nos. 141098 and 141099, dated 03.04.2009 drawn on United Bank of India, Rail Gate Branch, Baruipur

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

and by this Deed of Conveyance and in consideration of Rs.13,00,000.00 (Rupees thirteen lac) only paid to the Owners at or before the execution of these presents as per memo given herein below, the First Party herein agreed to sell, transfer, convey and assure the Purchaser the property as fully described in the Schedule written hereunder free from all encumbrances in vacant status and the Purchaser after being satisfied with the relevant papers documents supplied by the Owners in respect of the property described in the Schedule written hereunder agreed to purchase the same on payment of the valuable consideration of Rs.13,00,000.00 (Rupees thirteen lac) only to the Owners, the receipt whereof the Owners doth hereby as well as by the receipt for the same hereunder written admit and acknowledge, and of and from the same and every part thereof acquit, release and for ever discharge

and exonerate the Purchaser and in consideration of the various covenants of the Purchaser herein contained, the Owners and Developer doth hereby admit the title of the Purchaser and also hereby grant, sell, convey, transfer, assign and assure unto the Purchaser all the Owners' right title and interest on the said Property being ALL THAT piece and parcel of land measuring about 6.5 Satak alongwith a one storied structure measuring about 500 sqft alongwith all easement rights, lying and situated at Mouza Baruipur, Pargana-Medanmolla, J.L. No. 31, R.S. No. 71, Touzi No. 250 Settlement Khatian - 4398, Dag - 1387/3184, Thana - Baruipur, District South 24 Parganas, being Holding No. - 70 at Ukilpara Road, under the jurisdiction of the Baruipur Municipality, Ward No. 15 together with permanent heriditaments and absolute right of the use and occupation of the said property free from all encumbrances more particularly described in the Schedule written hereunder and delineated in the attached site plan bordered by RED LINE.

2) THAT in pursuance to the abovementioned position and on payment of the valuable consideration of Rs.13,00,000.00 (Rupees thirteen lac) only being the lawful money of Union of India paid to the Owners by the Purchaser / Vendee in the manner stated in the Memo of Consideration hereunder written, the receipt whereof the Owners doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof acquit, release and for ever discharge and exonerate the Purchaser and in consideration of the various covenants of the Purchaser herein contained, the Owners doth hereby admit the title of the Purchaser and also hereby grant, sell, convey, transfer, assign and assure unto the Purchaser all the Owners' right title and interest, rights including the easement rights of the Owners / Vendors on the said Property being ALLTHAT piece and parcel of land measuring about 6.5 Satak alongwith

a 1 storied structure measuring about 500 sqft alongwith all easement rights, lying and situated at Mouza Baruipur, Pargana - Medanmolla, J.L. No. 31, R.S.. No. 71, Touzi No. 250 Settlement Khatian - 4398, Dag - 1387/3184, Thana/ Police Station - Baruipur, District South 24 Parganas, being Holding No. 70 at Ukilpara Road, under the jurisdiction of Baruipur Municipality, Ward No. 15 together with permanent heriditaments and absolute right of the use and occupation of the said property free from all encumbrances morefully described in the Schedule written hereunder at a valuable consideration of Rs.13,00,000.00 (Rupees thirteen lac) only as negotiated and settled between the parties hereto.

THAT NOTWITHSTANDING any act, matter or things by the 3) Vendors/Owners or by any of their predecessors - in - title done, executed or knowingly suffered to the contrary the Owners/Vendors are lawfully, rightfully and absolutely siezed and possessed of and entitled to the said property hereby sold and transferred or expressed or intended so to be unto and to the use of the Purchaser for a perfect title without any manner or dispute or hindrance or condition or use or trust or other such thing to alter or make void the same. The Purchaser shall and may at all times hereafter peaceably and quietly own, possess and enjoy the Schedule mentioned property together with all easement rights hereby granted, conveyed and may receive the rents, issues claims and profits thereof without any trouble, hindrances, evictions and / or any interruption either by the Vendors or any person lawfully and equitably claiming from under or in trust for the Vendors TO HAVE AND HOLD, ENJOY AND POSSESS the said property exclusively TOGETHER WITH all rights of ownership in respect of the said Property wholly with all easements and appurtenances, benefits

and advantages usually hold with the ownership of the said property free from all encumbrances, charges, claims, damages, lispendens and attachments whatsoever.

- 4) THAT the Vendors covenant that the said property in question is free from all encumbrances and the Vendors/Owners have the power and marketable / saleable title to sell the said unit to the Purchaser.
- 5) THAT it is further covenanted by the Vendors/Owners that no portion of the said land is under requisition or aquisition of any Governmental, Semi Governmental or other Auhorities.
- 6) THAT the Vendors/Owners confirm that they never sold out the said property to any body nor they entered into any Agreement for Sale with any body in respect of the said property.
- 7) THAT the Vendors hereby undertake to indemnify and /or to keep the Purchaser/Vendee harmless against all future claims either from the successors and successor in interest and assign of the Owners/Vendors or from any encumbrances of any nature whatsoever in respect of the said property.
- THAT the Vendors/Owners will, from time to time and all times hereinafter, at the request and cost of the Purchaser do, rectify, correct, execute and cause to be done, rectified, corrected and/or executed all such acts, deeds and things for further bettering and more perfectly assuring the said property and every part thereof unto the Purchaser.

- hereinafter is found due from the Owners'/Vendors' persons for their taxes and outgoings and/or other liabilities or any other account whatsoever in connection with the said property shown in the Schedule written hereunder till the date of execution of these presents, the same shall be paid by the Vendors and in the event of any such amount being recovered from the Purchaser, the Vendors shall reimburse the same to the Purchaser in respect of the same and further shall indemnify and keep indemnified the Purchaser for all losses and damages, if any, sufffered by the Purchaser on that account.
- 10) THAT the Purchaser/Vendee will be entitled to make necessary application for Mutation in respect of the Schedule mentioned property written hereunder for recording his name in the record of the Baruipur Municipality and also for getting Separate Meter in his name from the WBSEB for the consumption of electric energy at his purchased property.
- 11) THAT the Purchaser agree to pay Municipal rates and taxes, land revenues and other impositions for the said property wholly from the date of execution of these presents.
- 12) THAT the Purchaser declare and affirm that he has no claim of any nature whatsoever or howsoever on the Vendors other than the sold out property as mentioned in the Schedule written hereunder.
- 13) THAT the Purchaser agree to buy and acquire ALL THAT property with all easement rights as morefully described in Schedule written hereunder.

- 14) THAT the Purchaser covenant with the Owners that he will as from this date of execution of these presents simultaneous with taking over the possession of the Property described in the Schedule written hereunder observe, fulfil and perform all the obligations on his part required to be observed, fulfilled and performed.
- 15) THAT the Vendors/Owners do hereby deliver the possession of the Schedule mentioned property to the Purchaser alongwith the execution and registration of this Deed of Conveyance and the Purchaser will become liable to pay / contribute his taxes and other costs for additional facilities, if any from the date of these presents.
- THAT it is covenanted that the Purchaser will have full right perpetual in nature to sell, gift, lease-out, transfer in any way and mortgage of the said Property shown in the Schedule written hereunder to any person at any time of exigency at his own risk and cost and the Owners/Vendors will neither be a hindrance nor be responsible for any acts, deeds caused by the Purchaser in respect of the said Property shown in the Schedule written hereunder.
- 17) THAT the Purchaser shall not throw or accumulate any dirt, rubbish, rags or other refuse or permit the same to be thrown or allow the same to be accumulated in any portion of the adjoining or neighbouring properties.
- 18) THAT the Vendors do hereby simultaneaously hand over the possession of the Schedule mentioned Property to the Purchaser alongwith the execution and registration of these presents.

- 19) THAT after the registration of these presents the Purchser shall acquire all the rights title which the present Owners have been enjoying in respect of the Property described in Schedule written hereunder.
- THAT save and except as aforesaid all the terms and conditions of the said Agreement for Sale dated 28.03.2009 shall be binding on all the parties herein as if all the schedules of the Property described in Schedule written hereunder were incorporated in these presents.

SCHEDULE ABOVEREFERRED TO:

ALLTHAT piece and parcel of land measuring about 6.5 Satak alongwith a one storied structure measuring about 500 sqft alongwith all easement rights, lying and situated at Mouza - Baruipur, Pargana - Medanmolla, J.L. No. 31, R.S. No. 71, Touzi No. 250, Settlement Khatian - 4398, Dag - 1387/3184, Police Station - Baruipur, District South 24 Parganas, being Holding No. 70 at Ukilpara Road, under the jurisdiction of the Baruipur Municipality, Ward No. 15 together with permanent heriditaments and absolute right of the use and occupation of the said property free from all encumbrances butted and bounded by:-

ON THE NORTH - Ukilpara Municipal Road

ON THE SOUTH - Baruipur Municipal Office

ON THE EAST - House of Sri Ashoke Nag Chowdhury

ON THE WEST - Newly constructed Building of the others.

IN WITNESS WHERE OF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED in presence of

WITNESSES:

1. Deefak Kumar Dey S/o Sni Dilip Xr. Dey 18, Hariderpur New Road. Not-82

2. RukaDey.

SIGNATURES OF THE VENDORS

2. Dete sign Datio. 810 Britong kor Duli. . 35 Juli Roma. rew savlet per KOI- 7000H

SIGNATURE OF THE PURCHASER

DRAFTED BY:-

Skarmila Alla ADVOCATE P/108/159/2001. Stripme Court Fal- 27.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 13,00,000,00 (Rupees thirteen lae) only from the withinnamed Purchaser as total consideration against the within mentioned transfer in the following manner:-

a)	By Cheque Nos. 141098 and 141099,
date	d 03.04.2009 drawn on United Bank of India,
Rail	Gate Branch, Baruipur in favour of respective
vend	lors @ Rs.1,00,000.00 each.

Rs.2,00,000.00

By Cheque Nos.658393 and 658394, dated 10.06.09 drawn on United Bank of India, Rail Gate Branch, Baruipur in favour of respective vendors @ Rs.2,00,000.00 each.

Rs.4,00,000.00

By Cheque Nos.658527 and 658528, c) dated 17.09.09 drawn on United Bank of India, Rail Gate Branch, Baruipur in favour of respective vendors @ Rs.2,00,000.00 each.

Rs.4,00,000.00

d) By Cheque Nos.866923, dated 5.5.2010 drawn on United Bank of India, Rail Gate Branch, Baruipur in favour of Anita Bhadra.

Rs.1,50,000.00

By Cheque Nos.866924, dated 5.5.2010 drawn on United Bank of India, Rail Gate Branch, Baruipur in favour of Rupa Dey

Rs.1,50,000.00

Total -

Rs.13,00,000.00

(RUPEES THIRTEEN LAC ONLY)

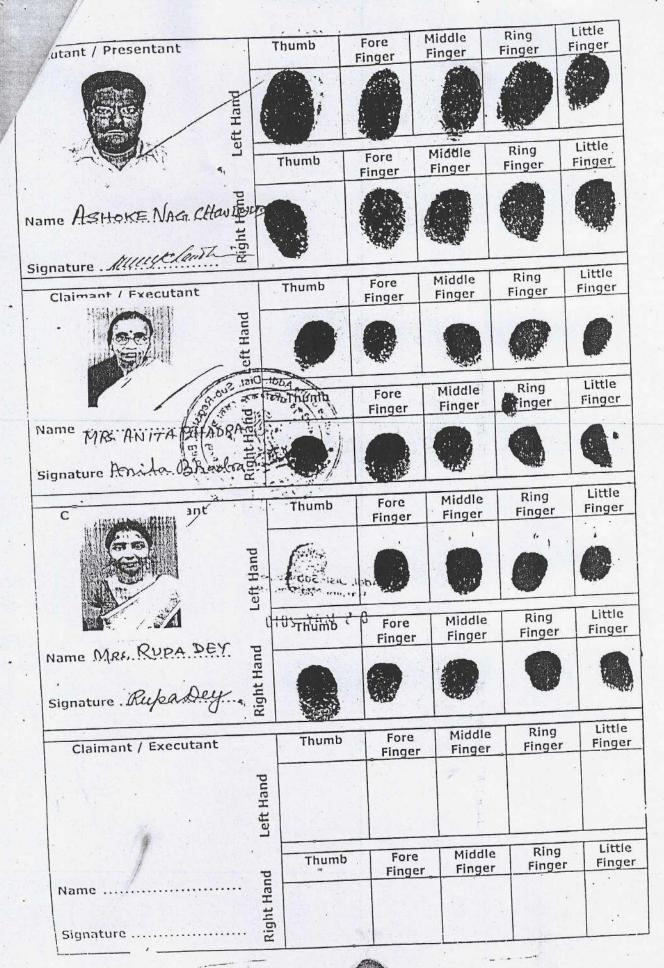
WITNESSES:

Anita Bhadra. Rukadey.

SIGNATURE OF THE OWNERS/VENDORS

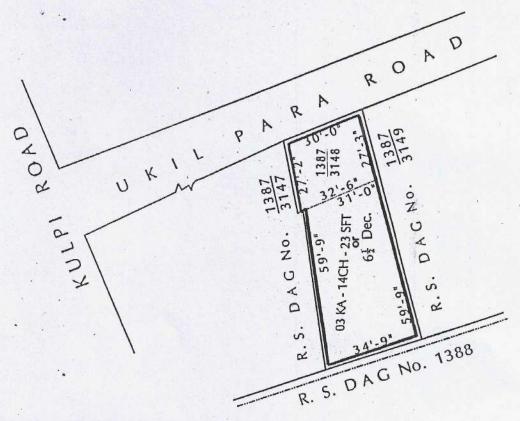
2. Deharth Dum. 810. Lr. Porjoy kr Dani ren Sartonpen. KOL- 700075

Scanned with CamScanner



SCALE :: 1" = 33

SITE PLAN OF LAND BOUNDED BY RED-LINE, AREA = 3 KA - 14 CH 23 SFT. OR 06.5 DEC. AT MOUZA - BARUIPUR, J.L. No. 31, SHEET No. 2 R.S. DAG No. $\frac{1387}{3148}$, SETTLEMENT KHATIAN No. 4398, HOLDING No. 70 UNDER BARUIPUR MUNICIPALITY, WARD No. 15, P.S. - BARUIPUR, KOLKATA - 700 144



ATA

Signature of the Owners

Anila Bhadra. SMT. ANITA BHADRA

Rupadey
SMT. RUPA DEY

Signature of Purchaser

Drawn by -

Allowed ?

PEMIKANTA H. HYDA.

Chambertone (Ciril)

Adjunt (Monthe et a Riele)

J. 8 P.S. Hermour Kol-Jan

John Ma. 36/L.B.S/B.M.

Government of West Bengal Department of Finance (Revenue), Directorate of Registration and Stamp Revenue Office of the A. D. S. R. BARUIPUR, District- South 24-Parganas Signature / LTI Sheet of Serial No. 03418 / 2010, Deed No. (Book - I , 03619/2010) gnature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ashoke Nag Chowdhury			newsphart.
	05/05/2010	LTI 05/05/2010	

II . Signature of the person(s) admitting the Execution at Office.

	nature of the person(s) admitti Admission of Execution By	Status	Photo	Finger Print	Signature
1	Anita Bhadra Address -Village:Ukilpara Rd., Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. ∴-Baruipur Pin:-700144	Self	05/05/2010	LTI 05/05/2010	Anila Bhalia
2	Rupa Dey Address -Village:18 Haridevpur New Rd., Thaha:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Haridevpur Pin:-700082	Self	05/05/2010	LTT 05/05/2010	Rika Dcy.
3	Ashoke Nag Chowdhury Address -Village:Ukol Para, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Baruipur	Self	05/05/2010	LTI 05/05/2010	municland -

Name of Identifier of above Person(s)

Deepak Kumar Dey Village:18 Hariharpur New Rd., District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin :-700082 Signature of Identifier with Date

Deepan Kumar Dey

(Asim Kumar Nandi)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BARUIPUR

Page 1 of 1 05/05/2010



Government Of West Bengal Office Of the A. D. S. R. BARUIPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 03619 of 2010 (Serial No. 03418 of 2010)

On 05/05/2010

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Fee Paid in rupees under article: A(1) = 15334/- ,E = 7/- on 05/05/2010

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.-1394151/-

Certified that the required stamp duty of this document is Rs.- 83659 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 30670/- is paid88073504/05/2010State Bank of India, KHASMALLICK, received on 05/05/2010
- 2. Rs. 48000/- is paid88073704/05/2010State Bank of India, KHASMALLICK, received on 05/05/2010

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

Presented for registration at 13.55 hrs on :05/05/2010, at the Office of the A. D. S. R. BARUIPUR by Ashoke Nag Chowdhury , Claimant.

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

Execution is admitted on 05/05/2010 by

- 1. Anita Bhadra, wife of Lt. Nirbedendu Bhadra, Village: Ukilpara Rd., Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Baruipur Pin :-700144 , By Caste Hindu, By Profession : House wife
- Rupa Dey, wife of Deepak Kumar Dey , Village:18 Haridevpur New Rd., Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Haridevpur Pin:-700082, By Caste Hindu. By Profession: House wife
- 3. Ashoke Nag Chowdhury, son of Swadesh Ranjan Nag Chowdhury , Village:Ukol Para, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Baruipur , By Caste Hindu, By Profession: Business

Identified By Deepak Kumar Dey, son of Dilip Kr. Dey, Village:18 Hariharpur New Rd., District:-South 24-Parganas, WEST BENGAL, India, P.O.: - Pin: -700082, By Caste: Hindu, By Profession: Service.

> (Asim Kumar Nandi) ADDITIONAL DISTRICT SUB-REGISTRAR

> > (Asim Kumar Nandi)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 1

Scanned with CamScanner

ns/ns/2010 17:26:00

Certificate of Registration under section 60 and Rule 69.

THE PROPERTY OF THE PROPERTY OF THE PARTY OF

Registered in Book - I CD Volume number 11 Page from 3091 to 3109 being No 03619 for the year 2010.



(Asim Kumar Nandi) 05-May-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BARUIPUR West Bengal