3769/8

भारतीय गेर न्यायिक

सारतीय गेर न्यायिक

सम जिल्लामा प्राप्त का प्रमाय का प्रम

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

15AB 302454

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

9-2089-023983

2 2 MAY 2018

A.D.S.R., Howrah

DEED OF SALE

[Sold Property Valued at Rs. 17,15,000.00]

Mouza Bally, Police Station Bally,

District Howrah

THIS INDENTURE OF SALE is made on this

the 18th Day of May, Two Thousand Eighteen

BETWEEN

Containing total 13 pages

SMT. RAMA SINGHA ROY @ SMT. RAMARANI SINGHA ROY, (Pan Card No. CYSPR0597R), daughter of Late Narendranath Singha Roy, by faith Hindu, by occupation house hold duties, resident of Bally Nischinda, within Police Station Bally, in the District of Howrah, hereinafter referred to as the "VENDOR/OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to include her legal representatives, executors, administrators, assigns, etc.) of the "ONE PART"

AND

SRI SURESH DAS, (Pan Card No.AGIPO7322C), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, legal representatives, successor-in-office, assignees etc.) of the "OTHER PART";

WHEREAS ALL THAT piece and parcel of Bastu Land measuring about 14(Fourteen) Cottahs, 08(Eight) Chhittaks 14(Fourteen) Square Feet with various structures including R.T. Shed standing thereon measuring about 100 sq. ft., appertaining to appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, J.L. No. 14, of Mouza Bally, within P.S. Bally, in the District of Howrah, along with all rights of

easements, other right, title, interest and appurtenances thereto, morefully and particularly described in the **SCHEDULE "A"** herein below;

AND WHEREAS the aforesaid property, morefully and particularly described in the Schedule "A" hereinbelow, was originally belonged to one Narendranath Singha Roy whose name had been duly recorded in the C.S. record of right and he had been duly possessing as well as enjoying the said property having sixteen annas right, title and interest therein not only by exercising all sorts of overt acts over the same but also by mutating his name before the Bally Municipality as true and lawful owner thereof and also by taking all sorts of usufructs therefrom without any interruption from any corner whatsoever;

AND WHEREAS while thus being lawfully seized and possessed of the aforesaid property, morefully described in the Schedule "A" hereinbelow, as true and lawful owner said Narendranath Singha Roy (the father of the Vendor/Owner of the One Part) executed a registered Deed of Settlement in favour of his wife viz. Smt. Abha Rani Singha Roy inter alia giving her life interest in respect of the aforesaid property, morefully described in the Schedule "A" hereinbelow and after her demise the aforesaid property shall devolved upon his son viz. Sri Tushar Kanti Singha Roy and his daughter Smt. Rama Rani Singha Roy, the Vendor/ Owner of the One Part and the said Deed of Settlement dated 08.07.1985 was duly registered before the office of the District Sub-Registrar at Howrah and the

same has been duly incorporated in Book No. I, Volume No. 68, Pages from 361 to 366, Being No. 3983, For the Year 1985;

(the mother of the Vendor/Owner of the One Part) her son Sri Tushar Kanti Singha Roy and his daughter Smt. Rama Rani Singha Roy, the Vendor/Owner of the One Part jointly acquired the aforesaid property, morefully and particularly described in the **SCHEDULE "A"** hereunder written and they had/have been in peaceful possession as well as enjoyment of the same having sixteen annas right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof and also by payment of Government revenues, taxes, etc. before the different authorities and also by taking all sorts of usufructs therefrom;

AND WHEREAS the VENDOR/OWNER of the ONE PART, while thus being jointly lawfully seized and possessed of the aforesaid property, morefully described in the SCHEDULE "A" herein below, in the aforesaid manner, on account of her bonafide and lawful necessity, sometimes in the month of May, 2017 desired to sell out or transfer or convey her undivided ½ share in respect of the "A" Schedule property i.e. All That piece and parcel of undivided half share of Bastu Land measuring about measuring about 12 Decimals equivalent to 07(Seven) Cottahs 04(Four) Chhittaks 07(Seven) Square Feet be the same a little more or less appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, J.L.

No. 14, of Mouza Bally, within P.S. Bally, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto free from all sorts of encumbrances, charges, liens, lis pendenses, demands, claims, attachment, debts dues, acquisition and requisition, morefully and particularly described in the SCHEDULE "B" hereinbelow, hereinafter referred to as the "SAID PROPERTY", out of the aforesaid property, morefully described in the SCHEDULE "A" hereinbelow, at the prevailing highest available market price and the PURCHASER of the OTHER PART, after being satisfied with the declaration as well as representation made by the VENDOR/ OWNER of the ONE PART to that effect that the VENDOR/ OWNER of the ONE PART has got clear and marketable title and full authority to sell or transfer or convey the "Said Property" and the "Said Property", being intended to be sold is free from all encumbrances, has become interested to purchase the same from her and made a proposal to her to sell out the same in his favour free from all encumbrances at a total consideration of Rs 17,15,000.00 (Rupees Seventeen Lakh Fifteen Thousand) only and the VENDOR/OWNER of the ONE PART has assured and/or confirmed that the "Said Property" is absolutely free from all encumbrances and thereby accepted such proposal of the PURCHASER of the OTHER PART considering the price for selling as highest available market price and agreed to sell out the "Said Property" in favour of the PURCHASER of the OTHER PART free from all sorts of encumbrances against such valuable consideration;

AND WHEREAS the PURCHASER of the OTHER PART, being absolutely desirous to purchase the "Said Property" has informed the VENDOR/OWNER of the FIRST PART that he is ready to register the Deed of Conveyance in his name by paying the total consideration amount of Rs 17,15,000.00 (Rupees Seventeen Lakh Fifteen Thousand) only and also requested the VENDOR/OWNER of the ONE PART to execute and register a proper Deed of Conveyance in his favour after acceptance of the aforesaid total consideration price of Rs 17,15,000.00 (Rupees Seventeen Lakh Fifteen Thousand) only after verification of the draft deed of conveyance and after approval of the same but subject to having clear marketable title and authority of the VENDOR/OWNER of the ONE PART to execute and register the same in favour of the PURCHASER of the OTHER PART and for the said purpose, the VENDOR/OWNER of the ONE PART, being the Lawful Owner of the "Said Property" also responded to such requests of the PURCHASER of the OTHER PART by executing this Deed of Indenture with free volition of mind and without having any sorts of confusion in this regard after preparation of this Deed of Conveyance this day in presence of the VENDOR/OWNER of the ONE PART after her final correction on the draft deed of conveyance.

NOW IT IS HEREBY AGREED BY AND THIS INDENTURE WITNESSETH as follows:

That on the basis of aforesaid declaration as well as representation made on the part of the VENDOR/ OWNER of the ONE PART that the property to be sold is absolutely free from all encumbrances and she has got absolute

SCHEDULE - "A" ABOVE REFERRED TO

ALL THAT piece and parcel of <u>Bastu Land</u> measuring about 24 Decimals or 14(Fourteen) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet with various structures including R.T. Shed standing thereon measuring about 100 sq. ft., appertaining to appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, J.L. No. 14, of Mouza Bally, within P.S. Bally, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto, being butted and bounded as follows:-

On the North :

On the South : Property Biswanath Chakraborty

On the East : Ejmali Tank

On the West : Panchayat Road

SCHEDULE - "B" ABOVE REFERRED TO

measuring about measuring about 12 Decimals or 07(Seven) Cottahs 04(Four) Chhittaks 07(Seven) Square Feet be the same a little more or less appertaining to Revenue Survey No. 1767, Touzi No. 799, L.O.Des 23632
R.S. Dag No. 6903, J.L. No. 14, of Mouza Bally, within P.S. Bally, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto free from all sorts of encumbrances, charges, liens, lis pendenses, demands, claims, attachment, debts dues, acquisition and requisition, being part of the SCHEDULE "A" property hereinabove:

MEMO OF CONSIDERATION

PARTICULARS OF PAYMENT OF CONSIDERATION	Amount (In Rs.)	
Cheque no. 369505 dated 19.08.2017 drawn on Axis Bank, Kadamtala Branch	08,00,000.00	
Cash on 08.11.2017	01,50,000.00	
Cash on 18.11.2017	90,000.00	
Cheque being no. 030963 dated 16.03.2018	01,60,000.00	
Cheque being no. 000280 dated 03.04.2018	01,00,000.00	
Cheque being no. 000319 dated 18.05, 2018	04,15,000.00	

Total Paid

(Rupees Seventeen Lakh Fifteen Thousand) only

17,15,000.00

Received a sum of Rs 17,15,000.00 (Rupees Seventeen Lakh Fifteen Thousand) only from the abovenamed PURCHASER of the OTHER PART towards the highest available market price for selling the aforementioned "B" Schedule noted property, as fully mentioned in the MEMO herein above preceded by delivery of possession of the same in his favour absolutely.

Rome Rome Singha Roy
Signature of the Vendor/ Owner
of the One Part)

IN WITNESSES WHEREOF the VENDOR/OWNER of the ONE PART and the PURCHASER of the OTHER PART hereto set and subscribe their respective hands and seals on this the day month and year first above written.

WITNESSES:

- 1. Sondip Nondy Herond Cerl
- 2. Saukaz Paul Howrah Coar

Signature of the Vendor/ Owner of the One Part)

(Signature of the Purchaser of the Other Part)

DRAFTED, PREPARED & COMPUTERIZED BY ME IN MY OFFICE as per instructions of all the Executants on the basis of documents supplied to me in Xerox and after being typed in their presance. The same has been duly Read Over & Explained by me in Bengali in them, who duly admit the same to be fully true and correct & they put their respective signatures over the decd after understanding the true meaning & import of the same in presence of the witnesses and vice versa.

Chan Ary Hasan

ADVOCATE

JUDGES' COURT, HOWRAH

Enrolment No. F/1261/2009

FORM FOR TEN FINGER IMPRESSION

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	Right Hand	0				

Signature Rama Sinha Rot Remor Rant Singha Roj

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Signature Sirely W

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0502-2018, Page from 116389 to 116413
being No 050203480 for the year 2018.



Digitally signed by Kaustava Dey Date: 2018.05.22 13:38:13 +05:30 Reason: Digital Signing of Deed.

Kanstarea Dey

(Kaustava Dey) 22-05-2018 13:38:06 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. HOWRAH West Bengal.