भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

INDIA

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

804050

DEED OF SALE

THIS DEED OF SALE is made on this the 30th day of Nov 2010 Two Thousand Ten BY AND BETWEEN SRI ASHOK KUMAR GUTGUTIA, son of Late Ramawatar Gutgutia, by Faith Hindu, by Occupation Business, Director of the M/s. Ashok Concrete & Allied Industries Pvt. Ltd. Company incorporated under the Companies Act, 1956, having its Registered Office at 25, New Alipore, Kolkata-700027, hereinafter called the "VENDOR" (which

..2.

4366 30/11/2010 5000/-

Sl. No. ..... Dt. ..... Rupees .....

Mr./Smt. Rachna Gatgulia

Address 28 gaurav park Apartment

P. S. ..... Flat 1-2

Vendor .....

Santosh Kr. Dey
ALIPUR POLICE COURT
Kolkata - 27

4366 - 5000/-

Rachna Ghatguli

2682

a/a constituted attorney of

Ashok Kumar Ghatguli

Rachna Ghatguli

Biswajit Chakraborty
(Advocate)
Alipur Court
Enrl- 1416/2002

N. South 24 Pgs. Alipur

Registrar U/S 17 (2) of
Registration Act 1908
N. South 24 Parganas

30 NOV 2010

expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and assigns) the Vendor is represented by his Constituted Attorney SRI PAWAN KUMAR GUTGUTIA, son of Late Ramawater Gutgutia, by Faith Hindu, by Occupation Business, residence of Radhanagar Road, P.O. Burnpur, P.S. Hirapur, District Burdwan by virtue of Power of Attorney registered on 23.08.2010 in the office of District Sub-Registrat-IV, Alipore, South 24-Parganas vide Book No. IV, CD Volume No. 1, Page from 4014 to 4022, Being No. 00366, for the year 2010 of the ONE PART :

A N D

RACHNA GUTGUTIA, daughter of Pawan Kumar Gutgutia, by Faith Hindu, by occupation Household, resident of 28, New Road, Ganesh Court Apartment, P.O. Alipore, Kolkata-700027, District South 24-Parganas, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators and assigns) of the OTHER PART :

Pawan Kr Gutgutia
as a constituted attorney of
Ashok Kumar Gutgutia.

WHEREAS on 10th January, 1981 Mr. Satyanarayan Sharma had enter into an agreement for sale with one Smt. Sisir Rana Dutta of her vacant land containing an area of 12 Cottah 10 Chittak equivalent to 21 decimal comprised in Mouza Kumrakhali, Khatian No. 175, Dag No. 1546, respectively on the District of South 24-Parganas.

Sub Registrar
Registrar U/S 7 (B) of
Registration Act 1908
South 24 Parganas
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AND WHEREAS having failed to complete the sale, the said Mr. Satyanarayan Sharma filed a suit for Specific Performance for the said agreement dated 10.01.1981 being Title Suit No. 151 of 1982 in the Court of Ld. First Assistant District Judge at Alipore and after various proceeding the above suit was decreed on 23rd April, 1986 in favour of said Satyanarayan Sharma, the Vendor herein by the First Assistant District Judge at Alipore and the registered document was executed in respect of aforesaid land and registered by the Ld. Court on behalf of Smt. Sisir Kana Dutta in favour of said Satyanarayan Sharma accordingly a Sale Deed was registered in the office of District Registrar at Alipore in the name of said Mr. Satyanarayan Sharma.

AND WHEREAS after delivering the possession by the Ld. A.D.J. Court Alipore, said Satyanarayan Sharma had sold the area of 6 Cottahs 9 Chittaks 15 Sq.Ft. equivalent to 11 decimal out of total area 21 decimal to the above named Seller on 03.07.1993 registrar of Assurance at Kolkata in the Book No. I, Volume No.297, Page No. 339 to 356, being Sale Deed No. 9268 dated 03.07.1993.

Ashok Kumar Ganguly
On a Constituted attorney
Ashok Kumar Ganguly

AND WHEREAS after purchasing the aforesaid area of 6 Cottahs 9 Chittaks 15 Sft. the said Seller became the absolute owner of the said plot, fully described in the Schedule below.

Registrar U/S 7 (5) of
Registration Act 1908
South 24 Parganas
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AND WHEREAS the vendor herein agreed with Purchaser for the absolute sale to his plot by represented his Constituted Attorney mentioned above measuring about 3 Cottahs 1 Chittak 15 Sft. out of 6 Cottah 9 Chittak 15 Sft. more or less bastu land together with 100 sft. tin shed structure free from all encumbrances at or for the price of Rs. 4,00,000/- (Rupees four lakhs) only.

NOW THIS INDENTURE WITNESSETH as follows : -

That in pursuance of the said agreement and in consideration of the sum of Rs. 4,00,000/- (Rupees Four Lakhs) only to the Vendor paid by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby acknowledge and of and from the same and every part thereof doth hereby release him the Purchaser) the Vendor doth hereby grant, convey and transfer unto the Purchaser her heirs, successors, executors and assigns free from all encumbrances ALL THAT piece and parcel of said land measuring about 3 Cottahs 1 Chittak 15 Sft. out of 6 Cottah 9 Chittaks 15 Sft. together with 100 sft. tin shed structure more or less comprised in Mouza - Kumrakhali, Khatian No. 175, Dag No. 1546 in the District of South 24-Parganas together with right of use of common passage, morefully described in the Schedule hereunder written and morefully delineated in the Map or Plan

Asok Kumar Gangule
as a constituted attorney

Sub Registrar-4b
Sub Registrar 5/S 7 (B) of
Registration Act 1908
Sonarpur, South 24 Parganas
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annexed hereto and marked and bordered with "RED" OR HOWSOEVER OTHERWISE the said messuage land hereditaments and premises or part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH all buildings, fixtures, yards, courts, areas, sewers, drains, ways, paths, passages, walls, water, water courses, light, rights, liberties, privileges, easements and appurtenances whatsoever to the said messuage land hereditaments and premises belonging or in anywise appertaining or usually hold or enjoyed therewith or reputed to or belonging to or be appurtenant thereto AND ALL THE ESTATE right, title interest, claim and demand whatsoever of the Vendor into or upon the said messuage land hereditaments and premises or any part thereof TOGETHER WITH all deeds, paths and minuments of title whatsoever in anywise relating to or concerning the said hereditaments and premises or any part thereofwhich now are or hereafter shall or may be in the possession power or control of the vendor, his heirs, executors, administrators, representatives and assigns or any other person or persons from whom he or they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said messuage land hereditaments and premises hereby granted or exposed to be UNTO AND TO THE USE of the Purchaser her heirs, successors, executors, administrators and assigns absolutely and for ever AND the VENDOR doth hereby for himself, his heirs, executors, administrators, representatives and

Where the Corporate Seal is constituted attorney to do so & Corporate Seal Calgary

Sub-Registrar-IV, South 24 Pgs, Alipore

Additional Sub Registrar
i/c. Registrar U/S 7 (3) of
Registration Act 1908
Alipore, South 24 Parganas
30 NOV 2010

assigns covenant with the Purchaser, her heirs, successors, executors, administrators and assigns that notwithstanding any act deed or thing by the Vendor (or by any of his ancestors) done, executed or knowingly suffered to the contrary is the vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuage land hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use in trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act, deed or thing whatsoever as aforesaid the vendor has now in himself good right and full power to grant the said messuage land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser her heirs, successors, executors, assigns in manner aforesaid AND the Purchaser her heirs, executors, successors, assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage land hereditaments and premises and receive the rents, and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him (or from or under any of his ancestors) AND THAT free from and clear and freely and clearly and absolutely discharged saved

Deleted for Contract as a constituted attorney to Brooke Kaiser Cologne

30 NOV 2018

harmless and kept indemnified against all estate and encumbrances created by the Vendor (or by any of his ancestors) or any person or persons lawfully or equitably claiming under or in trust for him AND that the vendor and all person or persons having or lawfully claiming any estate or interest in the said messuage and hereditaments and premises or any part thereof from under or in trust for the Vendor (or any of his ancestors) shall and will from time to time and at all times hereafter at the request and costs of the Purchaser her heirs, successors, executors and assigns do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said messuage land hereditaments and premises and every part thereof unto and to the use of the Purchaser her heirs, successors, executors and assigns in manner aforesaid as shall may be reasonably required.

Given for Company as a constituted attorney of Ashok Kumar Gangwal

It is made clear that the property mentioned in the Schedule below is not debuttar or wakf property and does not belong to any religious or trust and neither been requisitioned or acquisitioned by any competent authority or local bodies nor the Vendor received any notice or notices for acquisitioned or requisitioned from any competent authorities and/or local bodies or

C.M.D.A.

Sub-Registrar, IV, South 24 Pgs. Alipore

Sub Registrar
Registrar U/S 7 (2) of
Registration Act 1908
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It is made clear that the property is not a benami property and the Vendor has good and marketable title over the said property and is free from all encumbrances and henceforth the Purchaser and her heirs and assigns shall have every right to enjoy the said property absolutely by using the same in whatsoever manner or by constructing house or houses and will full right to transfer in whatsoever manner i.e. sale, lease, mortgage and/or otherwise.

AND the Vendor doth hereby covenant with the Purchaser that she will unless prevented by fire or some other inevitable accident from time to time or at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to him his solicitors or agents or at any trial hearing commission or otherwise as occasion shall require of the deeds or writings, comprised in the schedule hereto for the purpose of showing the title of the vendor to the said hereditaments and premises hereby conveyed and expressed so to be or any part thereof AND ALSO at the like request and costs of the Purchaser deliver or cause to be delivered unto the Purchaser her heirs, successors, executors and assigns such attested or other copies or extracts of or from the said deeds and writings or any of them as that may required and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled.

Insert for Contingent or a constitutionally to Absolute known Language

30 NOV 2018

THE SCHEDULE ABOVE REFERRED TO

(Purchase Property)

ALL THAT piece or parcel of bastu land measuring 3 Cottahs 1 Chittaks 15 Sft. more or less out of total land measuring 6 Cottahs 9 Chittaks 15 Sft. together with 100 sft. tin shed structure be the same a little more or less comprised in Mouza - KUMRAKHALI, J.L. No. 48, Khatian No. 175, Dag No. 1546, Sub-Registry Office Baruipur, presently through A.D.S.R. Sonarpur, District Registry Office at Alipore under Police Station - Sonarpur in the District of South 24-Parganas within the limits of the Rajpur Sonarpur Municipality in Ward No. 27 together with right of egress and ingress under and over the 12 feet wide common passage in the Eastern side of the land and delineated in the Map or Plan annexed hereto and marked and bordered with "RED" colour and butted and bounded as follows :-

On the North : By Dag No. 1541 ;

On the South : By Dag No. 1547 ;

On the East : Partly by 12' ft. wide common passage and partly by Dag No. 1545 ;

On the West : By remaining portion of Dag No. 1546.

Where the Confirming Party also constituted attorney by Abdul Karim Gazi

Registrar G/S T (S) of
Registration Act 1908
Alipore, South 24 Parganas
30 NOV 2018

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal by the day, month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of

Witnesses :-

1. Chandan Jain
S/o late B.C. Jain
Kamdanda, Burnpur
Bardhaman 713325.

2. Ayanjit Banerjee
S/o A.R. Banerjee
59, Brahmpur Road
Asansol-713304

Been to Antigone
as a constituted attorney of
Ashok Kumar Ganguly

SIGNATURE OF THE VENDOR

Drafted by me,
Bijon Chakraborty
E-M-1416/2002.

Advocate
Asansol Court,
Burdwan.

Additional Sub Registrar
Baruipur Unit (II)
Registration ADV 1600
Baruipur, South 24 Parganas
30 NOV 2018

Received from the within named Purchaser of the total consideration of Rs. 4,00,000/- (Rupees Four Lakhs) only being full consideration money as per memo below :-

Memo of Consideration

1. By Cheque No. 098137 dated 30.11.2010 Rs. 4,00,000/- drawn on Axis Bank, Assansol Branch.

Total : Rs. 4,00,000/-

(Rupees Four LAkhs) only.

WITNESSES :-

1. Chandan Jain
S/o Sri S.C. Jain
Ramkanali, Burnpur
Burdwan (WB)

2. Ayanjit Banerjee
S/o A.K. Banerjee
53, Bowpur Road
Asansol-713305

Alok Kumar Chatterjee
as a constituted attorney of
Ashok Kumar Chatterjee

SIGNATURE OF THE VENDOR

Typed by me,

Alipore Police Court,
Kolkata-700027.

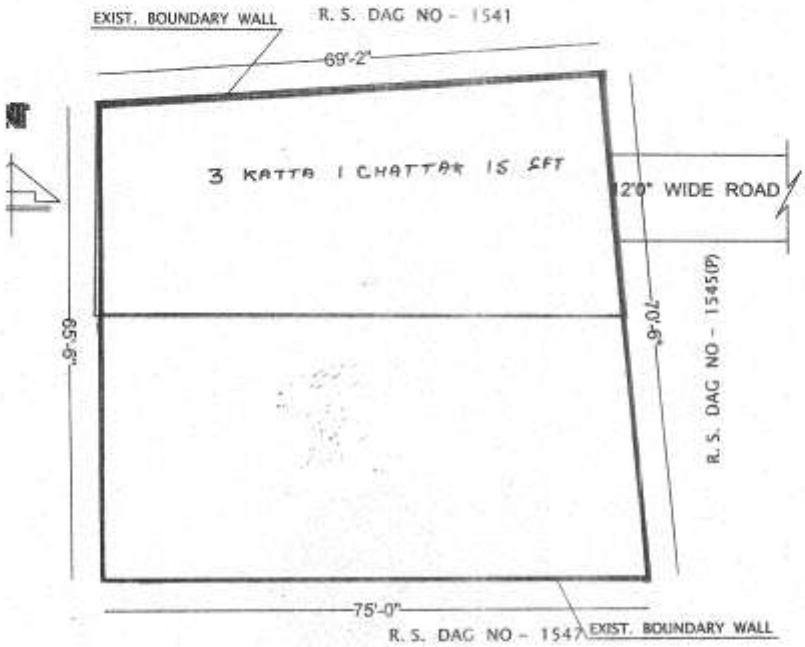
30 NOV 2011

SITE THE PLAN SHOWING THE SKETCH PART OF
R.S. DAG NO-1546, OF MOUZA-KUMRAKHALI, J.L. NO-48
P.S.- SONARPUR, DIST- SOUTH 24 PARGANA.

SOLD AREA SHOWN IN RED BORDER [redacted]

SALE BY :- SRI PAWAN KUMAR GUTGUTIA
SALE TO :- RACHNA GUTGUTIA.

TOTAL AREA OF LAND - 3 KATTA 1 CHATTAK.15 SFT.



SITE PLAN
(SCALE :- 1"=16'0")

VENDAR SIGN.

Rachna Ghosh Gutgutia
as a constituted attorney of
Ashok Kumar Gutgutia

DRAWN BY
Rajesh Majumdar
LIC NO. - 059

Sub Registrar
Sub Registrar Sadar (2) of
Registration Dist. Alipore
Alipore, South 24 Parganas
30 NOV 2010

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name .....

Signature .....

as a constituent attorney of
Ashok Kumar Chatterjee

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name RACHNA GUTGUTIA

Signature .....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....

Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08839 of 2010
(Serial No. 08027 of 2010)

On

Payment of Fees:

On: 30/11/2010

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

Presented for registration at 16.49 hrs on :30/11/2010, at the Private residence by Pawan Kumar Gutgutia ,Executant.

Executed by Attorney

Execution by

1. Pawan Kumar Gutgutia, son of Lt. Ramawater Gutgutia , Radhanagar Rd, Thana:-Hirapur, District:-Burdwan, WEST BENGAL, India, P.O. :- By Caste Hindu By Profession: Business,as the constituted attorney of Ashok Kumar Gutgutia is admitted by him.

Identified By Bijon Chakrahorty, son of , Asansol Court, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

On 01/12/2010

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 : 23,4 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:

Amount By Cash

Rs. 15714/-, on 01/12/2010

(Under Article : A(1) = 15675/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 01/12/2010)

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.-1425146/-

Certified that the required stamp duty of this document is Rs.- 85519 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid by the Draft number 373190, Draft Date 01/12/2010, Bank Name State Bank of India, MAHAMAYA [illegible], received on 01/12/2010

(Dulal ChandraSaha)
DISTRICT SUB-REGISTRAR-IV

Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08839 of 2010

(Serial No. 08027 of 2010)

2. Rs. 31519/- is paid, by the draft number 573192, Draft Date 01/12/2010, Bank Name State Bank of India, MAHAMAYATALA, received on 01/12/2010

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

(Dulal ChandraSaha)
DISTRICT SUB-REGISTRAR-IV

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 30
Page from 3246 to 3262
being No 08839 for the year 2010.

(Mohul Mukherjee) 02-December-2010
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS
West Bengal