

Query No. 12578/2009.

# DEED OF SALE

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Valued at Rs. 2,10,000/-Assessed Market Value of Rs. 3,49,694/-District Burdwan, P.S. Asansol (South), Mouza Gopalpur, J.L. No. 10 R. S. Plot No. 667/941 and 667/953.

Ward No. 31 of A.M.C.

Total area of land sold is: 16 1/2 Decimal.

THIS DEED OF SALE made this the ... day of October, 2009. Contd......P/2.



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- (2) SRI UDAY CHATTERJEE,
- (3) SRI SUDAY CHATTERJEE, all are Sons of Late Kartick Chatterjee,
- (4) SRI SAMIR CHATTERJEE, Son of Late Anadi Chatterjee,
- (5) SRI NEMAI CHATTERJEE,
- (6) SRI MANADA CHATTERJEE,
- (7) SRI NITAI CHATTERJEE,
- (8) SRI NARUGOPAL CHATTERJEE,
- (9) SRI BIBEK CHATTERJEE, Vendor No. 5 to 9 are Sons of Late.

  Dhajadhari Chatterjee,
- (10) SRI BALARAM CHATTERJEE, Son of Late Debendranath Chatterjee,
- (11) SRI FAKIR CHATTERJEE,
- (12) SRI AMAR CHATTERJEE, and

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(18) SRI SANAT CHATTERJEE, Vendor no. 11 to 13 are Sons of Late

Gurudas Chatterjee,

all are by faith Hindu, Citizenship Indian, occupation of Vendor no. 1, 4, 6, 8, 9 & 12 is Service, Vendor no. 2, 3, 7, 11 & 13 is Business, and Vendor no. 5 & 10 is retired servicemen, all are residents of Gopalpur, P.O. Asansol-5, P.S. Asansol (South), Chowki & A.D.S.R. Office Asansol, District Burdwan.

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Asansol (South), Dist. Burdwan; (b) SRI ARUP MODAK, Son of Late Shaktipada Modak, resident of Village & P. O. Saltora, P. S. Saltora, District Bankura, (c) SRI SUBHASHIS CHAR, Son of Late Basudeb Char, resident of Madhubanpur, P.O. Muradih, P.S. Santuri, Dist. Purulia, (d) SRI ASHIS KUMAR MAJI, S/O. Sri Manik Chandra Maji, resident of Village Kuilapur, P.O. Suryanagar, P.S. Hirapur, Dist. Burdwan, and (e) SRI AJIT KUMAR PRADHAN, S/O. Late Sashi Bhusan Pradhan, resident of Takrar, P.O. Upar Jagatpur, P.S. Belda, District Paschim Midnapur, all are by faith Hindu, by occupation Business, Citizenship Indian, hereinafter jointly and severally called the "VENDORS" (which expression shall unless excluded by or repugnant to the context include all their heirs, successors, legal representatives and assigns) of the ONE PART.

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The above named Vendor No. 1 to 9 are represented by their constituted Attorney Sri Tapas Chatterjee, S/o. Sri Asit Chatterjee of Gopalpur, P.O. Asansol-5, Dist. Burdwan duly empowered by Deeds of General Power of Attorney registered in Book IV being Deed Nos. 463, 476 and 477 for the year 2005 and Deed No. 43 for the year 2006 of A.D.S.R. Office, Asansol and Vendor No. 10 to 12 are represented by their constituted Attorney Sri Sanat Chatterjee, S/o. Late Gurudas Chatterjee, i.e. Vendor No. 13, of Gopalpur, P.O. Asansol-5, District Burdwan duly empowered by Deeds of General Power of Attorney registered in Book IV, being Deed Nos. 466 and 510 for the year 2005 of A.D.S.R. Office Asansol.

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## IN FAVOUR OF

SMT. PIU CHATTERJEE, Wife of Sri Tapas Chatterjee, by faith Hindu, by occupation Business, Nationality Indian, presently resident of Gopalpur, P.O. Asansol-5, P.S. Asansol (South), Chowki & A.D.S.R. Office Asansol, District Burdwan, hereinafter called the 'PURCHASER' (which expression shall unless excluded by or repugnant to the context mean and include her heirs, legal representatives, successors and assigns) of the OTHER PART.

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WHEREAS the land comprised in R.S. Plot No. 667/953 along with other properties situated in Mouza Gopalpur, J.L. No. 10 under P.S. Asansol, District Burdwan measuring an area of 20 Satak originally belonged to Sri Kartik Chatterjee, Sri Anadi Chatterjee, Sri Dhajadhari Chatterjee and Sri Gurudas Chatterjee, all since deceased, and Sri Balaram Chatterjee (Vendor No. 10) all sons of Late Debendranath Chatterjee of Gopalpur, in their respective shares, duly recorded in separate R.S. Khatian Nos. 699, 701, 611, 700 and 702 respectively.

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AND WHEREAS aforesaid Sri Kartik Chatterjee, Sri Anadi Chatterjee, Sri Dhajadhari Chatterjee and Sri Gurudas Chatterjee while owning and possessing the said land alongwith other landed properties died intestate leaving behind the Vendors, except Vendor No. 10, as their only legal heirs, who jointly inherited the said properties in their respective undivided shares under the provisions of Hindu Succession Act, 1956.

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AND WHEREAS furthermore the Vendor No. 14 are the owners, occupiers and possessors of the landed properties situated within the District of Burdwan, P.S. Asansol (South), Mouza Gopalpur, J.L. No. 10, under R.S. Plot No. 667/941, appertaining to R.S. Khatian No. 609 mentioned more fully in the Schedule II herein below along with other properties purchased by virtue of two separate Deeds of Sale both being duly registered at Addl. Dist. Sub-Registry Office, Asansol as Deed Nos. 6747 and 6787 for the year 2006 executed in their favour by the legal heirs of the original and recorded owner Ratnakar Chattopadhyay, S/O. Late Ramesh Chattopadhyay of Gopalpur for valuable considerations mentioned in the said Deeds of Sale.

AND WHEREAS under the aforesaid circumstances the Vendors are the owners, possessors of or absolutely entitled to the Schedule I and Schedule II mentioned land together with the aforesaid property and have as owners acquired clear and undisputed title of the property mentioned in the schedules below.

AND WHEREA'S the Vendors are absolutely seized and possessed of the said land having lawful title herein and free from all encumbrances, charges or mortgages, etc.

AND WHEREAS the Vendors being in urgent need of money to meet their legal requirements and expenses have expressed their intention and/or declaration to sell the schedule mentioned land with specific demarcation.

AND WHEREAS the Purchaser on coming to know of such intention and declaration of the Vendors has offered to purchase the schedule mentioned land at a total consideration price of Rs. 2,10,000/- (Rupees two lakh ten thousands) only.

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AND WHEREAS the Vendors considering the said price to be fair, reasonable and highest according to present market value prevailing in the locality have accepted the said offer of the Purchaser and agreed to sell and transfer the schedule mentioned land to the Purchaser at and for the said total price of Rs.2,10,000/- (Rupees two lakh ten thousands) only on the terms mentioned hereunder.

#### NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

That in pursuance of the said agreement between the Vendors and the Purchaser and in consideration of the said sum of Rs. 2,10,000/- (Rupees two lakh ten thousands) only paid by the Purchaser to the Vendors (the receipt whereof the Vendors doth hereby admit and acknowledge as per their share i.e., Rs. 1,00,000/- received by the Vendor No. 1 to 13 and Rs. 1,10,000/- received by the Vendor No. 14) as total price of the said land, the Vendors doth hereby grant, convey, sell and transfer unto and to the use of the said Purchaser all that land morefully mentioned and described in the schedule below together with the right of path, passage, lights, liberties, privileges, easement and appurtenance whatsoever attached and concerning to the said property free from any or all encumbrances TO HAVE AND TO HOLD the said property hereby granted, conveyed and transferred unto and to the use of the said Purchaser absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise etc. and the said Vendors for themselves, their heirs and successors doth hereby declares and covenants with the said Purchaser that the Vendors have good title, full power and absolute right to sell

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the schedule mentioned property and further declare that the Vendors are seized and possessed of or otherwise well and sufficiently entitled to the said property and have not in any way encumbered the said property intended to be conveyed by this Deed of Sale and that the said Purchaser and/or her heirs, legal representatives and assigns hereafter shall and may at all times peacefully and quietly hold, possess, use and enjoy the schedule mentioned property by exercising her right of ownership and possession in any manner she like over the said property without any interruption, claim and/or demand whatsoever from or by the Vendors or any person or persons lawfully/equitably claiming under or in trust for them and that the said Vendors shall and will for all times to come at the cost and request of the said Purchaser do or execute or cause to be done or executed all such acts, deeds and/or things for further or more perfectly assuring the title of the said Purchaser in respect of the said property or part thereof and it is also covenanted by the Vendors that if it transpires that the schedule mentioned property is not free from all encumbrances and/or the Vendors have no respectable and saleable title to the said property as hereinbefore stated by the Vendors in that event the Vendors including all their heirs, successors and assigns shall be bound and liable to make good and indemnify any or all losses sustained by the Purchaser and/or her heirs or assigns.

It is further declared by the Vendors that the Purchaser by virtue of this Deed of Sale will be competent and entitled to get her name mutated in the sharista of superior landlord as well as in the records and registers of Asansol Municipal Corporation or any other authority whenever required and the Vendors undertake to render all such help and assistance and shall sign upon affidavit/s as will be found essential in this regard.

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## -: SCHEDULE OF THE LAND ABOVE REFERRED TO:-

## SCHEDULE-I

In the District of Burdwan, P.S. Asansol (South), Chowki & Addl. Dist. Sub-Registry Office Asansol within Mouza Gopalpur, J. L. No. 10, all that raiyati land bearing R.S. Plot No. 667/953 (six hundred sixty seven bata nine hundred fifty three) appertaining to R.S. Khatian No. 699, 701, 611, 700 and 702, class of land Baid, measuring 07 ½ (seven and a half) Decimal is hereby sold by the Vendor No. 1 to 13.

The land sold is butted and bounded by:

On the North . .: Plot No. 952.

On the South : Plot No. 942.

On the East ... Plot No. 952.

On the West : Plot No. 953.

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In the District of Burdwan, P.S. Asansol (South), Chowki & Addl. Dist. Sub-Registry Office Asansol within Mouza Gopalpur, J. L. No. 10, all that raiyati land bearing R.S. Plot No. 667/941 (six hundred sixty seven bata nine hundred forty one) appertaining to R.S. Khatian No. 609, class of land Baid, measuring <u>09 (nine) Decimal</u> is hereby sold by the Vendor No. 14.

The land sold is butted and bounded by:

On the North

Plot No. 666.

On the South

Plot No. 941.

On the East

Plot No. 943 and 666.

On the West

Plot No. 942 and 941.

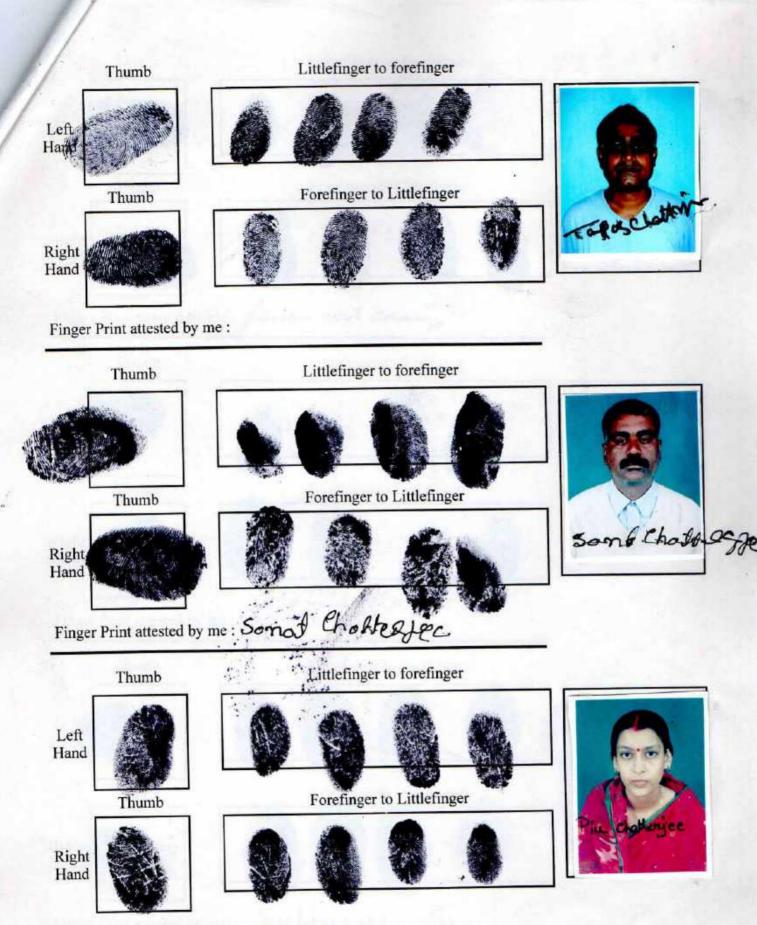
Total land in the aforesaid two plots measuring 16 ½ (sixteen and a half) Decimal is hereby sold by the Vendors.

Proposed Land use: Nursery.

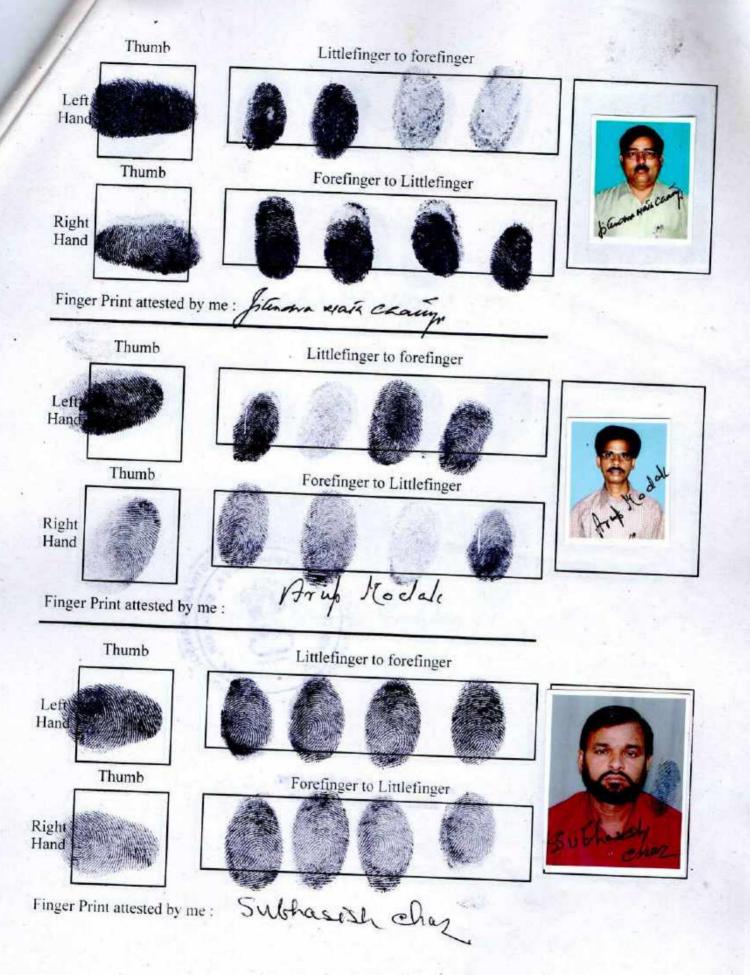
The proportionate annual rent is payable to the State of West Bengal through S.D. L. & L. R. O., (Extn. Part I), Asansol.

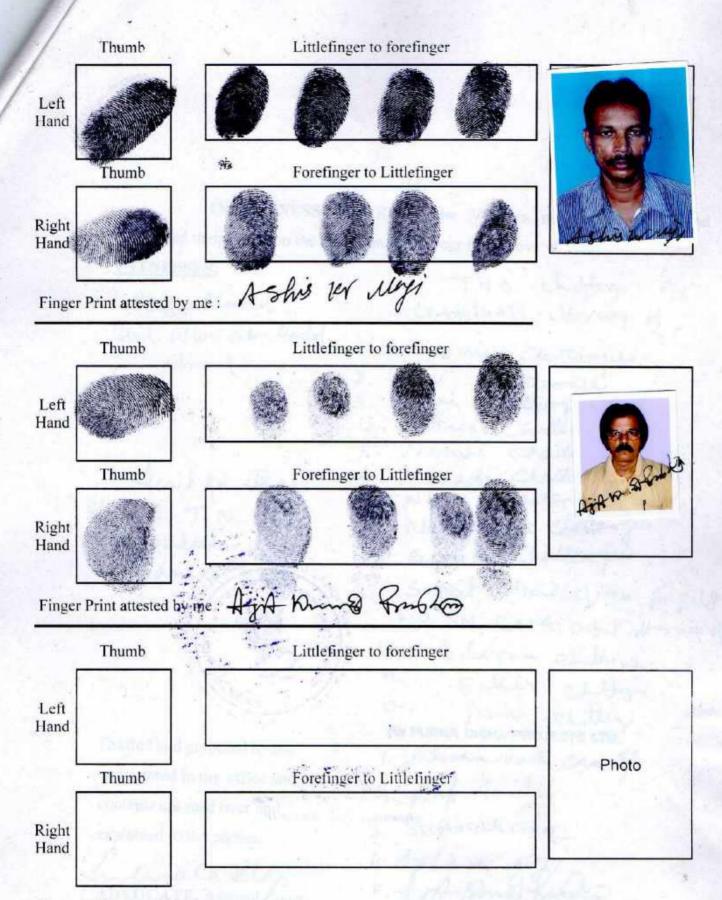
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Finger Print attested by me : Pin Chatterice





Finger Print attested by me:

IN WITNESS WHEREOF the Vendors named above set and subscribed their hands on the day, month and year first above written.

# WITNESSES:

1. Atalo Stould. Stod. Alen: Blue Mondol. There (

2. April Kr. JAA. Slo, Lt. T.N. JAA. Gopalper ADAMS 01-713304

Drafted and prepared by me and printed in my office and the contents are read over and explained to the parties.

ADVOCATE, Asansol Court. Enroll. No. WB/1116/1999. Castitutes Morney of

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SIGNATURE OF THE VENDORS

### Government Of West Bengal Office of the A. D. S. R. ASANSOL ASANSOL

Endorsement For deed Number :I-08321 of :2009 (Serial No. 08067, 2009)

## On 14/10/2009

# Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18 40 hrs on 14/10/2009 at the Private residence by Tapas Chatterjee one of the Executants.

## Admission of Execution(Under Section 58)

Execution is admitted on 14/10/2009 by

1 Sri Sanat Chatterjee, son of Late Gurudas Chatterjee, Gopalpur Asansol Burdwan, Thana Asansol, Pin 713305,

By caste Hindu, by Profession Others 2 Sri Jitendra Nath Chatterjee Director, Purna Disha Projects Limited (pan No. Aadcp2880p), Md. Hazi Ali Lane, Apcargarden, Asansol, Burdwan, profession: Business

3. Sri Arup Modak Director, Purna Disha Projects Limited (pan No. Aadcp2880p). Md Hazi Ali Lane,

Apcargarden, Asansol, Burdwan, profession : Business 4 Sri Ashis Kumar Maji, Director Purna Disha Projects Limited(pan No. Aadcp2880p), Md Hazi Ali Lane, Apcargarden, Asansol, Burdwan, profession : Business

5. Sri Subhashis Char, Director, Purna Disha Projects Limited (Pan No. Aadcp2880p), Md Hazi Ali Lane,

Apcargarden, Asansol, Burdwan, profession Business 6. Sri Ajit Kumar Pradhan, Director, Purna Disha Projects Limited (Pan No. Aadcp2880p), Md Hazi Ali Lane,

Apcargarden, Asansol, Burdwan, profession : Business Identified By Niloy Mondal, son of Late A. B. Mondal. Asansol Burdwan West Bengal Thana; Asansol, by caste Hindu, By Profession Others.

#### Executed by Attorney

1. Execution By Sri Tapas. Chatterjee, son of Sri Asit Chatterjee, Gopalpur Asansol Burdwan, Thana; Asansol,713305 By caste Hindu, by Profession. Others, as the constituted attorney of 1. Sri Sukhamay Chatterjee 2 Sri Uday Chatterjee 3 Sri Suday Chatterjee 4 Sri Samir Chatterjee 5 Sri Neami Chatterjee 6 Sri Manada Chatterjee 7.Sri Nitai Chatterjee 8.Sri Narugopal Chatterjee 9 Sri Bibek Chatterjee is admitted by him. Identified By Niloy Mondal, son of Late A. B. Mondal Asansol Burdwan West Bengal Thana: Asansol, by caste Hindu, By Profession Others

2 Execution By Sri Sanat Chatterjee, son of Late Gurudas Chatterjee, Gopalpur Asansol Burdwan, Thana: Asansol,713305 By caste Hindu,by Profession Others,as the constituted attorney of 1.Sri Balaram Chatterjee 2.Sri Fakir Chatterjee 3. Sri Amar Chatterjee is admitted by him. Identified By Niloy Mondal, son of Late A. B. Mondal Asansol Burdwan West Bengal Thana. Asansol, by caste Hindu, By Profession Others

> Name of the Registering officer : Dipankar Mahato Designation : ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL

[Dipankar Mahato] ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL Govt. of West Bengal

# Office of the A. D. S. R. ASANSOL ASANSOL

Endorsement For deed Number :I-08321 of :2009 (Serial No. 08067, 2009)

#### On 16/10/2009

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 3839/- ,E = 7/- on:16/10/2009

#### Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 349694/-

Certified that the required stamp duty of this document is Rs 20992 /- and the Stamp duty paid as: Impresive Rs- 19450

Name of the Registering officer :Dipankar Mahato
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR
OF ASANSOL

#### On 21/10/2009

#### Certificate of Admissibility(Rule 43)

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. 10.00/-

#### Deficit stamp duty

Deficit stamp duty Rs 1550/- is paid, by the Bankers cheque number 157438, Bankers Cheque Date 13/10/2009 Bank Name STATE BANK OF INDIA, Asansol, received on :21/10/2009.

Name of the Registering officer: Dipankar Mahato
Designation: ADDITIONAL DISTRICT SUB-REGISTRAR
OF ASANSOL

[Dipankar Mahato]

ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL

Govt. of West Bengal

Page: 2 of 2

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1 CD Volume number 23 Page from 6028 to 6055 being No 08321 for the year 2009.



£=100

(Dipankar Mahato) 22-October-2009 ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL Office of the A. D. S. R. ASANSOL West Bengal