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I 2098/12



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

57AA 536857

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v.e-847

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

Additional Officer, The Registrar, Kolkata

5/7/2012



DEED OF SALE

THIS DEED OF SALE made on this 5th day of July. Two Thousand Twelve BETWEEN M/S. GHAR GRIHASTHI, a partnership firm duly incorporated under the Indian Partnership Act having its registered office at 55, Ezra Street, P.S. Burabazar, Kolkata - 700 001

10810/12

BOOK NO. 17 VOLUME NO. 3 Page 202 W 204 DURING DEED NO. 57 OF THE year 1945, a piece and parcel of land including a structure thereon measuring about 2 Bigha be the same a little more or less and since

represented by its Partner **SMT. TARA PODDAR** wife of Late Bijay Poddar of 59, Hem Chandra Naskar Road, P.S. Beliaghata, Calcutta - 700010 and now residing at A-1, Brindaban Garden, 98, Christopher Road, P.S. Tangra, Kolkata -700046, hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office and/or its heirs, executors, administrators, representatives and assigns) of the **ONE PART.**

AND

MRS. RAMA BHATTACHARYA wife of Late Nikhilesh Bhattacharya, by faith Hindu, by occupation Business, residing at 35B, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs executors, administrators, representatives and assigns) of the **OTHER PART.**

WHEREAS one Surendranath Banerjee, since deceased was seized and possessed of a piece of land measuring about 2 Bighas be the same a little more or less in the premises at 30, Motilal Basak Lane, P.S. Phoolbagan, Calcutta - 700 054 and during the enjoyment the said Surendranath Banerjee sold the said property to one Jatindranath Banerjee since deceased, on 05.01.1945 by a Deed of Sale registered in the Sub Registry Office at Sealdah, 24- Parganas and incorporated in Book No. 17 Volume No. 3 Pages 282 to 284 Being Deed No. 37 for the year 1945, a piece and parcel of land including a structure thereon measuring about 2 Bigha be the same a little more or less and since

then the said Jatindranath Banerjee, since deceased was seized and possessed of or well and sufficiently enjoyed the said property by constructing single storied structure thereon and during his enjoyment the said Jotindra Nath Banerjee died on 29th day of March, 1958 intestate leaving behind him survivors his widow Shibarani Banerjee, his five sons Basudev Banerjee, Sri Ajit Kumar Banerjee, Sri Amiyo Kumar Banerjee, Sri Anup Kumar Banerjee, Sri Ashim Kumar Banerjee and a daughter Smt. Kalpana Ganguly.

AND WHEREAS the said Sri Ajit Kumar Banerjee transferred his 1/7th undivided shares to Sri Amiyo Kumar Banerjee, Sri Anup Kumar Banerjee, Sri Ashim Kumar Banerjee, Basudeb Banerjee and Smt. Kalpana Banerjee (Ganguly).

AND WHEREAS Shibarani Banerjee widow of Late Jotindra Banerjee died intestate leaving behind her four sons and one daughter namely Sri Amiyo Kumar Banerjee, Sri Anup Kumar Banerjee, Sri Ashim Kumar Banerjee, Basudeb Banerjee and Smt. Kalpana Banerjee (Ganguly) and as such, due to the need of the family all brothers amicably started realizing rents from their tenants occupying the said property/premises through Sri Amiyo Kumar Banerjee.

AND WHEREAS after the death of Shibarani Banerjee her four sons and daughter namely Sri Amiyo Kumar Banerjee, Sri Anup Kumar Banerjee, Sri Ashim Kumar Banerjee, Basudeb Banerjee and Smt. Kalpana Banerjee (Ganguly) became the absolute owners of the Schedule mentioned Plot of land.

AND WHEREAS on January 2, 1989 Basudeb Banerjee died intestate leaving him survivors his wife Smt. Namita Banerjee and a daughter Miss. Sumita Banerjee as his heirs and successors of his estate and properties.

AND WHEREAS Sri Anup Kumar Banerjee sold his undivided 1/5th share of the property at and for a lump sum price of Rs.1,00,000/- (Rupees One Lac) only being the highest market price so offered by the Vendors herein. Thereafter the Vendor herein purchased the Schedule "B" mentioned property at a price of Rs.1,00,000/- (Rupees one lakh) only and the said Deed of Sale was registered in the office of the A.D.S.R Sealdah and recorded in Book No.1, Being No.1633 of 1990.

AND WHEREAS due to unavoidable circumstances in the said Deed of Sale registered in the office of the A.D.S.R. Sealdah and recorded in Book No.1, Being No.1633 of 1990, the area of Plot of land wrongly described in the Deed of Conveyance registered on 31.12.1944 in the office of the Sub Registrar Sealdah and recorded in Book No.1, Volume no.3, Pages 282 to 284, Being No. 39 for the year 1945 as 2 Bigha 10 cottahs 15 sq. ft. but actually in the said Deed of Conveyance being No. 39 of 1945 registered the area of Plot of Land was written as 2 Bighas.

AND WHEREAS due to lack of proper information about the total area of the plot of land lying and situated at 30, Motilal Basak Lane, P.S. Phoolbagan, Kolkata-700054, the undivided proportionate share of land was written as 10 cottahs 5 chittacks 35 sq. ft. more or less in the Deed of Sale was registered in the office of the A.D.S.R Sealdah and

recorded in Book No.1, Being No.1633 of 1990, but actually the area of $1/5^{\text{th}}$ undivided proportionate share of the above mentioned land is 8 (eight) Cottahs more or less as actually total landed area is 40 (forty) cottah.

AND WHEREAS due to wrong conception and information it was necessary to make a declaration to correct the Schedule regarding the measurement of land and also in several places in the said Deed of Sale registered on 21.11.1990 in the office of the A.D.S.R Sealdah and recorded in Book No.1, being no. 1633 for the year 1990.

AND WHEREAS certain mistake was accidentally & inadvertently occurred in the Principle of Deed of Conveyance and therefore it was necessary to execute a Deed of Declaration for rectification of those mistakes required correction/modification of the Principle Deed of Conveyance dated 21.11.1990 being No. 1633 of 1990 registered in the Office of the A.D.S.R. Sealdah 24-Parganas (South) and therefore the Vendor herein and Sri Anup Kumar Banerjee the Vendor therein executed a Deed of Declaration Registered in the office of the A.D.S.R. Sealdah and recorded in Book No. IV C.D. Volume no. 3 pages 339 to 340 Being no. 1307 for the year 2012 for such rectification/ correction/ modification/ declaration.

AND WHEREAS the present Vendor seized, possessed and entitled to the undivided proportionate $1/5^{\text{th}}$ share of tenanted property lying and situated at 30, Motilal Basak Lane, Police Station Phoolbagan Kolkata - 700054, with partly tile shed structure standing thereon

morefully and particularly described in the SECOND SCHEDULE below.

AND WHEREAS the Vendor being in need of money intend to sale and the Purchaser agreed to purchase the Second Schedule mentioned property at a total consideration of Rs.12,00,000/- (Rupees Twelve Lakh) only.

AND WHEREAS The Vendor agrees to sale and the Purchaser agrees to purchase the Second Schedule mentioned property lying and situated at 30, Motilal Basak Lane, P.S. Phoolbagan, Kolkata-700054, Ward no. 31 within the area of Kolkata Municipal Corporation with all easement rights attached thereto, subject to a good and marketable title being made out in respect thereof and the property being found free from all encumbrances, attachments, charges and other claims and demands hereunder contained.

NOW THIS INDENTURE WITNESSETH as follows :

In consideration of the payment of the said sum of Rs.12,00,000/- (Rupees Twelve Lakhs) only of the lawful money of the Union of India, well and truly paid by the PURCHASER to the Vendor, the receipts whereof the Vendor doth hereby admits and acknowledge the same and the Vendor hereby acquit, release and forever discharge to the PURCHASER the said Second Schedule mentioned property, and also the Vendor doth hereby absolutely and freely

grant, convey, transfer, assign and assure unto and to the PURCHASER **ALL THAT** right, title, interest over the **ALL THAT** 1/5th undivided proportionate share in the property fully mentioned in the First Schedule written hereunder including structures standing thereon lying and situates at 30, Motilal Basak Lane, P.S. Phoolbagan, Kolkata - 700054, equivalent to 8 khattas be the same a little more or less as more fully described in the **SECOND SCHEDULE** hereunder written **AND ALL THE ESTATE** right, title, interest, use, trust, inheritance, possession, benefit, claim and demand whatsoever, both in law and in equity of the Vendor in and out of or upon the Said Property mentioned in the Second Schedule and the said undivided proportionate share of the said land fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said property hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and part thereof free from all trusts, liens, attachments, liabilities and encumbrances whatsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring about 2 Bigha along with single storied tile shed dwelling house structure measuring about 1500 sq. ft. at premises no. 30, Motilal Basak Lane, P.S. Phoolbagan, Calcutta - 700054, in the District ~~24~~ Parganas, within the local limits of the Kolkata Municipal Corporation, Ward No. 031, Assessee No. 11-031-09-0085-0 under the Additional District Sub-

Registrar at Sealdah 24-Parganas (South), on the part thereof with all sorts of rights and easements title and interest and appurtenances free from encumbrances whatsoever with a right on passage on the western side of the premises for an egress and ingress in the said premises for ever which is butted and bounded.

- BY NORTH** : 29, Motilal Basak Lane,
- BY SOUTH** : 31, 32, 33 Motilal Basak Lane and 98/1,
Narkeldanga Main Road,
- BY EAST** : 37 Motilal Basak Lane,
- BY WEST** : Motilal Basak Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT 1/5th undivided proportionate share in the property equivalent to 8 (eight) cottahs of land and 300 sq. feet tile shed structure fully mentioned in the First Schedule written hereinabove lying and situate at 30, Motilal Basak Lane, Police Station Phoolbagan, Kolkata - 700054, within the limits of the Kolkata Municipal Corporation Ward No. 31.

IN WITNESS WHEREOF the parties hereto doth hereunto set and subscribed their respective hands and signatures in presence of the witnesses named herein below on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of :

WITNESSES:

1. Jaydeep Banerjee
35B, Baden Poylae.
Kolkata:- 700010.

M/S. GHAR GRIHASTHI

गृह गृहस्थी Partner

SIGNATURE OF THE VENDOR

2. Aditya Poddar
98 Christopher Road
Kolkata 700046

Ramprasad Chatterjee

SIGNATURE OF THE PURCHASER

Read over and explained
lyne in Hindi to the Vendor
herein about the content
of the Deed of Sale

Drafted by me

Smit Sen
Advocate
High Court, Calcutta.

Aditya Poddar
90 Late Vijay Podda
98 Christopher Road
Kolkata 700046

RECEIVED of and from within-named the said Purchaser within mentioned a sum of Rs.12,00,000/- (Rupees Twelve Lakh) only being the Total consideration money as per Memo below :-

| MEMO OF CONSIDERATION | | | |
|------------------------------|---------------------|------------|----------------|
| Date - | Bank - Br. | cheque NO. | Amount |
| 21-12-10 | U.P.I. East Delight | 046378 | Rs. 500,000/- |
| Same | Same | 046379 | Rs. 5,00,000/- |
| 18-01-11 | Same | 046376 | Rs. 1,00,000/- |
| Same | Same | 046377 | Rs. 1,00,000/- |

(Rupees Twelve Lakh) duly

Rs. 12,00,000/-

WITNESSES :

1. Jaydeep Banerjee .

M/S. GHAR GRIHASTHI

गृह पट्टार

Partner

SIGNATURE OF THE VENDOR

2. Aditya Poddar



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

Endorsement For Deed Number : I - 02098 of 2012
(Serial No. 03340 of 2012)

On

Payment of Fees:

On 05/07/2012

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.-1,08,90,000/-

Certified that the required stamp duty of this document is Rs.- 762320 /- and the Stamp duty paid as: Impressive Rs.- 10/-

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

Presented for registration at 08.00 hrs on :05/07/2012, at the Private residence by Smt. Tara Poddar ,Executant.

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

Execution is admitted on 05/07/2012 by

1. Smt. Tara Poddar

Partner, M/s Ghar Grihasthi, 55 Ezra Street, Thana:-Burrobazar, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business

2. Mrs Rama Bhattacharya, wife of Late Nikhilesh Bhattacharya , 35b, Badan Ray Lane, Thana:-Beliaghata, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Business

Identified By Malay Ray, son of Narayan Ch. Ray, 100 South Sinthee Road, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 06/07/2012

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 Cash

Rs. 0.00/-, on 06/07/2012

Amount by Draft

Rs. 119793/- is paid , by the draft number 960436, Draft Date 06/07/2012, Bank Name State Bank of India, SANTOSHPUR, received on 06/07/2012

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

06/07/2012 15:07:00

EndorsementPage 1 of 2



Government Of West Bengal

Office Of the A.D.S.R. SEALDAH

District:-South 24-Parganas

Endorsement For Deed Number : I - 02098 of 2012

(Serial No. 03340 of 2012)

(Under Article : A(1) = 119779/- ,E = 14/- on 06/07/2012)

Deficit stamp duty



Deficit stamp duty Rs. 762320/- is paid, by the draft number 960437, Draft Date 06/07/2012, Bank Name State Bank of India, SANTOSHPUR, received on 06/07/2012

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

06/07/2012 15:07:00

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2

PAGE NO.....
SPECIMEN FORM FOR TEN FINGER PRINTS

| SL. No. | Signature of the Executants/ Presentants | | | | | | |
|---------|------------------------------------------------------------------------------------------------------------|----------------|------|--------|------|--------|--|
| |  अरुण कौर | Little | Ring | Middle | Fore | Thumb | |
| | | (Left Hand) | | | | | |
| | | Thumb | Fore | Middle | Ring | Little | |
| | | (Right Hand) | | | | | |
| |  Rama Dhatta charjae | Little | Ring | Middle | Fore | Thumb | |
| | | (Left Hand) | | | | | |
| | | Thumb | Fore | Middle | Ring | Little | |
| | | (Right Hand) | | | | | |
| | | Little | Ring | Middle | Fore | Thumb | |
| | | (Left Hand) | | | | | |
| | | Thumb | Fore | Middle | Ring | Little | |
| | | (Right Hand) | | | | | |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 2844 to 2858
being No 02098 for the year 2012.



(Ajay Kumar Mukherjee) 10 July 2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SEALDAH
West Bengal