

02274/13

To 2508



5059/13
19/4
No. 6544500/-
I card wanted

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 750217

A 750217

Certified that the documents of Admitted for registration The signature sheet sheets and the endorsement sheet sheet attached with this certificate are the part of the document.

C.S.
Additional District Sub-Registrar
Barasat, North 24 Parganas.

19-4-13

DEED OF SALE

(Assessed market value Rs. 65,44,500/- only)

THIS DEED OF SALE is made on this ...19th... day of April, 2013
(TWO THOUSAND THIRTEEN).

BETWEEN

SMT ANIMA SEN, wife of Sri Dipak Kumar Sen , by Nationality-
Indian, by faith Hindu, by Occupation- Superannuation and
resident of Vill: Bidhan Pally (Madhyamgram), P.O
Madhyamgram, P.S. Barasat, District : North 24-Parganas,

M.

নং - 1782
 সন ও তারিখ 17-4-13
 ক্রেতার নাম
 সাকিন - Chhoton Kumar Boddar
 স্ট্যাম্প মূল্য 500/-
 ভেঙার - 5/18/1. Neogupara Pul.
 বারাসাত কোর্ট, উত্তর ২৪ পরগণা No 36
 ভেঙার - শ্রী হারান চন্দ্র সাধু
 টি.ভি নং -
 তারিখ - 12-4-13
 মোট স্ট্যাম্প মূল্য 150/-
 ট্রেডার অফিস বারাসাত



স্ট্যাম্পের মূল্য ৫০০/-
 মোট স্ট্যাম্প মূল্য ১৫০/-
 ট্রেডার অফিস বারাসাত

স্ট্যাম্পের মূল্য ৫০০/-
 মোট স্ট্যাম্প মূল্য ১৫০/-
 ট্রেডার অফিস বারাসাত

SOUMEN DAS
 S/o. SACHINDRA NATH DAS
 42. KAMKRISHNA ROAD
 ASHRAMPARA, SILIGURI - 1.
 P.S. SILIGURI
 OCCUPATION: BUSINESS



Additional District Sub-Registrar
 Barasat, North 24 Parganas.
 19-4-13

Kolkata -700 129, **PAN NO. AMDPS6608H**, hereinafter called the **LAND OWNER / VENDOR** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assignees) of the **FIRST PART**.

A N D

SRI CHHOTON KUMAR PODDER, son of Sri Samar Kumar Podder, by faith Hindu, by Occupation- Business, by nationality Indian, at present residing at 5/18/1, Neogi Para Road, Kolkata-700 036, **PAN NO. ASFPP2349N**, hereinafter called the **PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assignees) on the **OTHER PART/ SECOND PART**

WHEREAS someone Saiyad Ali and Thakamani Dasi were in khas possession and belonging to the landed property measuring 5 (five) Acre, 47 (forty-seven) decimals under Anwarpore Pargana, Mouza- Doharia, Khatian No. 483, Dag No. 1007, 1008 and 1009, A.D.S.R.O and P.S. Barasat, District North 24-Parganas and the said Saiyad Ali and Thakmani Dasi having been the absolute owner by title, possession and interest sold a portion of the said land measuring 3 (three) Acre, 71 (seventy-one) decimal

AM/

A.S.W.

on the 26th day of April, 1035 by way of a Sale deed to Sri Sachindra Nath Sen, son of Late Hemnath Sen of 44, Ram Kanta Basu Street, Bag Bazar, Kolkata and the said Sri Sachindra Nath Sen had been enjoying the right, title and interest over the property purchased from Saiyad Ali and Thakamani Dasi.

AND WHEREAS Sri Sachindra Nath Sen, son of Late Hemnath Sen sold land measuring 1(one) Acre, 44 ½ (forty-four and half) decimal out of their purchased property measuring 1 (one) Acre, 13 ½ (thirteen and half) decimal from Dag No. 1009 and 31 (thirty-one) decimal from Dag No. 1008 by way of Sale deed executed on 14.8. 1957 being No. 3672 for the year 1957 registered at Alipore Registry Office vide Book No. 1, Volume No. 65, Page No. 139 to 142 to Sri Narendra Nath Sen and Nishi Kanta Sen, both son of Late Surendra Nath Sen, Of 8, Bhairab Mukherjee Lane, P.S. Maniktala, Kolkata.

AND WHEREAS by way of amicable distribution/ partition of 20 (Twenty) Cottah of land under Dag No. 1009 in between Sri Nishi Kanta Sen and Sri Narendra Nath Sen, Sri Nishi Kanta Sen got possession of 10 Cottah and he started living in the said land by constructing house thereon and on 29.01.1992 Sri Nishi Kanta Sen, being the uncle in-law, executed a **registered Deed of Family Settlement** at D.R., Barasat vide Book No. 1, Volume No. 10, Page No. 20 to 26, being No. 656 for the year 1992 in

NA,

favour of **Smt. Anima Sen**, the LAND OWNER/ VENDOR and the FIRST PART of the instant Deed of Conveyance.

AND WHEREAS Sri Nishi Kanta Sen died on 11.08.1996 and in terms of the aforesaid deed of Family Settlement for the purpose of possession, title and interest over the property of 10 (Ten) Cottah together with residential house along with the funds kept deposited with Banks, Post Office etc left behind by the uncle in-law (since deceased) of the **FIRST PART**, Smt. Anima Sen filed a Title Suit being No. TS-451 of 2000 in the Court of Ld. 1st Civil Judge (Junior Division) at Barasat and after number of hearings over the said suit it has been decided ex-parte in favour of Smt. Anima Sen, the plaintiff on 27. 07. 2005 vide Order No. 30 in the said suit and thereby Smt. Anima Sen has become the absolute owner of the said property and the said land together with the residential house has been mutated in favour of Smt. Anima Sen by payment of Municipal taxes to Madhyamgram Municipality, Ward No. 21, Holding No. 820/1.

AND WHEREAS said Smt, **Anima Sen**, the **FIRST PART** has absolute right, title and interest over the below mentioned scheduled landed property together with Kuncha Structure free from all encumbrances, admeasuring more or less 10 Cottah obtained from her uncle in-law by way of the **registered Deed of Family Settlement** at D.R., Barasat vide Book No. 1, Volume

No. 10, Page No. 20 to 26, being No. 656 for the year 1992 and she has been residing at the said plot of land together with residential house peacefully without any interruption under Anwarpore Parganas, Mouza- Doharia, A.D.S.R.& P.S. Barasat, Touzi No. 146, J.L. No. 45, Re sa No. 132, Sabek Khatian No. 483, R.S. Khatian No. 1002, R.S. Dag No. 1009, status of Land Bastu under Madhyamgram Municipality Ward No. 21, Holding No. 821/1, at Bidhanpally. Madhyamgram.

AND WHEREAS said Smt. Anima Sen, the FIRST PART has absolute right, title, possession and interest over the property mentioned hereinbefore having good marketable title and free from all encumbrances and Smt. Sen, the FIRST PART hereby undertakes and declares that she has not executed any sale, mortgage and or alienation in any form or manner or any agreement for sale with any person or persons.

AND WHEREAS due to insufficient funds and financial hardship the above named Land Owner/ Vendor declare to sell out the land measuring 10 (Ten) Cottah mentioned in the below schedule of land together with Kuncha Structure and the Purchaser/ OTHER PART has agreed to purchase the said Landed property as per schedule annexed hereunder at a consideration price of Rs. 23,00,000/- (Rupees Twenty-three Lakhs only) subject to the condition that the copy of the original

MS

land deed along with Mutation Certificate to be handed over to the Purchaser/ OTHER PART and after verification and after satisfaction over the correctness of both in marketable title of the FIRST PART and measurement of the land.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement and in consideration of the said sum of Rs 23, 00,000/- (Rupees Twenty-three lakhs only) the Vendors herein submitted all kinds of notices of clearances and/ or objections in the same and the said amount paid by the purchaser to the Vendor on or before the execution of this presents, receipt, whereof the vendor both hereby as well as by the receipts hereunder in the memorandum of consideration admit and acknowledge and/ or from the same for ever acquit, release, discharge the purchaser as well as the said land intended to be hereby granted and conveyed the Vendor/ FIRST PART as the absolute power and being in use and occupation, possession and enjoyment of the said land, grant, convey, transfer, assign and assure unto or to the Purchaser/ OTHER PART, all the piece and parcel of land, more fully described in the Schedule hereunder, written and delineated, in the site plan annexed hereto by **RED BORDER** (which is the part of this deed of sale) together with full benefit of passage, ways, water ways, rights, liberties, privileges of all manner of easements and all the estates, rights, titles and

interests of the properties, claims and demands, whatsoever of the vendors unto the or upon the said piece and parcel of land hereby conveyed unto the Purchaser/ OTHER PART.

IN FURTHER PERSUANCE of the said agreement and consideration to have and to hold the said land herein comprised and hereby granted, conveyed and transferred or intended to be so unto the purchaser absolutely and for ever free from all encumbrances, the Vendor/ FIRST PART doth hereby covenant with the Purchaser/ OTHER PART as follows:

- Handwritten initials: *MB*
- a) The interests which the Vendor profess to transfer, subsisted and they have good rights, full power, absolute authority and indefeasible title to grant, convey, transfer, assign and assure the said piece and parcel of land and/ or premises hereby sold and transferred unto the purchasers in the manner aforesaid.
 - b) The said piece and parcel of land shall be quietly and peacefully entered into and held and enjoyed and possessed absolutely and the rents, issues and profits received there from by the Purchaser without any interruption, claim or demand by the Vendor and without any eviction, disturbances or interruption by any other person or persons whatsoever.
 - c) The said piece and parcel of land, hereby sold, conveyed and transferred unto the Purchaser/ OTHER PART is free

and discharged, conveyed from or otherwise by the vendors sufficiently indemnified against all manner of encumbrances, claims and demands, whatsoever, created or made by the Vendor or any of their heirs or predecessors in interests or any person or persons whatsoever.

d) The vendors and every person having or lawfully claiming any estates, rights, titles or interests into or upon the said piece and parcel of land, hereby sold, conveyed and transferred unto the Purchaser or any part thereof shall and will at all times hereafter upon every reasonable requests and at the cost of the purchaser make do knowledge, execute and perfect all such further deed and other lawful reasonable acts, deeds, assurances, matters and things whatsoever for the further better and perfect assuring the said piece and parcel of land and premises unto the Purchaser in the manner as shall or may be reasonably required.

e) The said piece and parcel of land and or any parts or portion thereof, or any interest therein have or has not vested in and/ or are or is not acquired by the State of West Bengal, Estate Acquisition Act, 1953 or any statutory modification thereof or any other Acts for the time being in force.

Nb

- f) The Purchaser/ OTHER PART will be entitled to mutate his name in respect of the said piece and parcel of land with the all authorities concerned.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of Rayati sthitiban swattio Bastu land admeasuring **10 (Ten) Cottah** together with Kuncha Tile Shed Structure measuring 1815 Sq. feet situated at Mouza - Doharia, J.L. No. 45, Re.Su. No. 132, Touzi No. 146, Pargana - Anowarpur, comprised in Sabek Khatian No. 483, R.S Khatian No. 1002, appertaining to R.S. Dag Nos. 1009 (One thousand and nine) under Madhyamgram Municipality, Ward No. 21, Holding No. 820/1, Bidhanpally, A.D.S.R., Barasat, P.S. Barasat under the Collector of North 24-Parganas for and on behalf of the Government of West Bengal duly butted and bounded by:

On the North : 12 (Twelve) feet wide Road with drain and
Property of Sri Dipak Kumar Sen.

On the south: Land of Doltala Housing Society.

On the East: Land of Doltala Housing Society.

On the West: Land under Dag No. 1008 & 1009.

IN WITNESSETH HEREOF, the Vendor/ FIRST PART has hereunder set and subscribed his respective hand and seal on the day, month and year first above written in presence of the following witnesses.

WITNESSES:

1) Soumen Das
42, LAKRISHNA ROAD
ASHRAMPARA, SILIGURI - 1.

Anima Sen
Signature of the
VENDOR/ FIRST PART.

2) Dipak Kumar Sen
"SURENDRA VILLA"
Bidhanagar, Midhyamgram
24 Parganas Dist. - 700129

Chhoten Kumar Podder
Signature of the
PURCHASER / SECOND PART

Drafted and prepared by :-

Anubhwar Bhatta Chatterjee
Advocate

Enrolment No. WB/1137/1980
Barasat Judges' Court,
Barasat, Kolkata - 700 124,
North 24 Parganas

Computer type Printed by :-

Rana Dey
(Rana Dey, Barasat)

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs. 23,00,000/- (Rupees Twenty three Lakhs)** only from the within named Purchaser as full consideration in the following manner :-

- 1) By Cheque No. 580409 dtd. 08/04/13 Rs. 9,00,000.00
- 2) By Cheque No. 580410 dtd. 10/04/13 Rs. 5,00,000.00
- 3) By Cheque No. 580408 dtd. 16/04/13 Rs. 9,00,000.00

TOTAL : **Rs. 23,00,000.00**

(Rupees Twenty three Lakhs) only.

Witness :-

1) *Soumen Das.*

2) *Dipak Kumar Sen*

Anima Sen

**SIGNATURE OF THE
VENDOR / FIRST PART**

Specimen Form For Ten Fingerprints

SL. No.	Signature of the Executants/ Presentants						
<i>Anima Sen</i>	 <i>Anima Sen</i>	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
							
<i>Chhotan Kumar Podder</i>	 <i>Chhotan Kumar Podder</i>	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)							

**A SITE PLAN OF PLOT OF. R.S. DAG NO.-1009
(P) MOUZA -DOHARIA ,J.L.NO -45, KHATIA NO.-
483, WARD NO.-21, UNDER MADHYAMGRAM-
MUNICIPALITY, P.S.- BARASAT
DIST.- 24 PARGANAS (N).**



Arindam Sen
SIGNATURE OF THE VENDOR

DRAWN BY

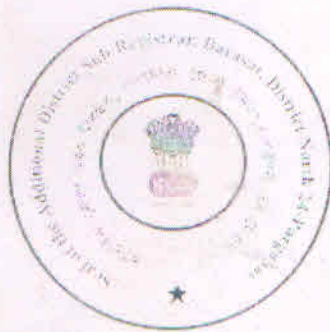
Arindam De 18/04/2013
ARINDAM DEY
Sarveyor
Bidhanpally, Madhyamgram
Kol-129

Chhoton Kumar Podder

NAME OF VENDEE	AREA OF LAND (MORE / LESS)
CHHOTON KR. PODDER	10KH.-0CH.- 0 SFT.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 1126 to 1143
being No 02508 for the year 2013.



(Gautam Ghosh) 22-April-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT
Office of the A.D.S.R. BARASAT
West Bengal