

# BETWEEN

1) SMT. ASHALATA @ DURGABALA SANFUI, wife of Late Ashwini Kumar Sanfui, by faith - Hindu, by occupation - Housewife, residing at Village - Thumkathi, P.S. - Canning, District - South 24 Parganas, 2) SMT. NILIMA HALDER, wife of Late Rabindra Nath Halder, by faith - Hindu, by occupation - Housewife, residing at Prantik Apartment, Balia, P.O. - Garia, P.S. - Sonarpur, Kolkata - 700 084, 3) SMT. GAYATR MONDAL, wife of Sri Haridas Mondal, by faith - Hindu, by occupation Housewife, residing at Gouranga Nagar, Baguiati, P.S. - Rajarhat, District -North 24 Parganas, 4) SMT. SIBANI ROY, wife of Late Rajani Bhusan Roy, by faith - Hindu, by occupation - Housewife, residing at Village & P.O. - Tangrakhali, P.S. - Canning, District - South 24 Parganas, hereinafter called and referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.





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## AND

SRI SAMAR DAS, Son of Late Phanindra Nath Das, by faith - Hindu, by occupation - Business, residing at 316, N.S. Road, P.O - Narendrapur, P.S. - Sonarpur, Kolkata - 700 103, hereinafter called and referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

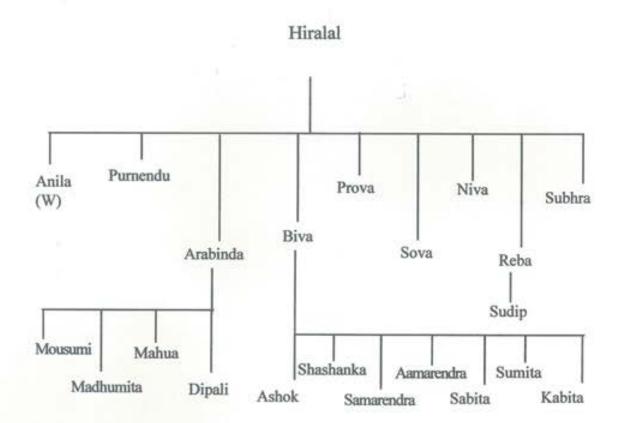
WHEREAS In view of the partition deed being deed No. 686 of 1967 the property of C.S. Dag No. 1237 corresponding to R.S. Dag Nos. 1237 and 1237/1903, measuring 52 Decimals land, the 17 Decimals land out of total 26 Decimals land comprising of R.S. Dag No. 1236, R.S. Khatian Nos. 1792 and 1737 and 18 \(^1/\_2\) Decimals land of R.S. Dag No. 1231, R.S. Khatian No. 1792 was partitioned between Hiralal and Nani Goapl. Hiralal



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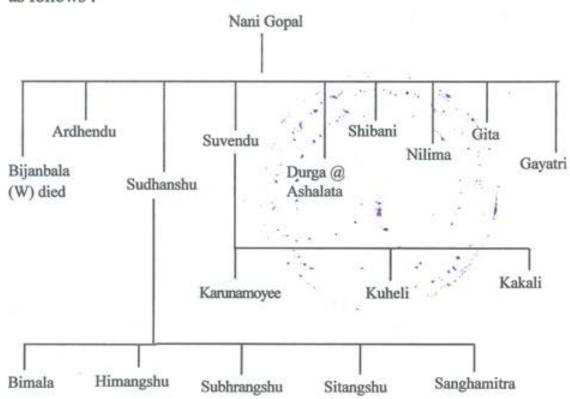
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was allotted 26 Decimals land of C.S. Dag No. 1237, 06 Decimals land of R.S. Dag No. 1236 and 07 Decimals land of R.S. Dag No. 1231 total being 39 Decimals land in the said three Dags. Nani Goapl was allotted 25 Decimals land of C.S. Dag No. 1237, 11 Decimals land of R.S. Dag No. 1236 and 10 Decimals land of R.S. Dag No. 1231, 01 Decilams land of C.S. Dag No. 1237 and 1 ½ Decimal land of R.S. Dag No. 1231 remained joint passage. Hiralal died leaving behind the heirs and legal representatives as follows:-





Addi Dist Sub-Registrar Spraidel, Dist Sub-Registrar Spraipore Sppuh 24 Pss. 1 b APR 2013 Nani Gopal died leaving behind the heirs and legal representatives as follows:-



AND WHEREAS in view of the aforementioned partition deed dated 16.05.1967 being deed No. 686 of 1967 registered at S.R. Sonarpur, Noni Gopal had half share in the 01 Decimal land earmarked as common passage in C.S. Dag No. 1237 and in 01.5 Decimal land earmarked as common passage in R.S. Dag No. 1231.

ANDWHEREAS the aforementioned geneology reveals that after the demise of Nani Gopal and his wife namely Bijanbala, Nani Gopal's half share in the said 01 Decimal land earmarked as common passage in C.S.



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Dag No. 1237 and in the 1.5 Decimal land earmarked as common passage in R.S. Dag No. 1231, each of the three sons and five daughters acquired  $\frac{1}{16}$  th share. As a result the donors jointly have  $\frac{1}{4}$  th share in 01 Decimal land earmarked as common passage in C.S. Dag No. 1237 and 1.5 Decimal earmarked as common passage in R.S. Dag No. 1231.

ANDWHEREAS after the transfer of 02 Katha 08 Chattacks 17 sq.ft. in C.S. Dag No. 1237 and 01 Katha 07 sq.ft. land in R.S. Dag No. 1231 in favour of Subrangshu, Sitangshu and Sanghamitra vide gift deed dated 10.03.2012 being No. 3670 of 2012 registered at A.D.S.R. Sonarpur, 02 Katha 08 Chattacks 17 sq.ft. land in C.S. Dag No. 1237 and 01 Katha 07 sq.ft. land in R.S. Dag No. 1231 in favour of Karunamoyee, Kuheli and Kakali vide gift deed dated 10.03.2012 being deed No. 3672 of 2012 registered at A.D.S.R. Sonarpur and 02 Katha 08 Chattacks 17 sq.ft. land in R.S. Dag No. 1231 in favour of Ardhendu, the donee herein vide gift deed dated 10.03.2012 being deed No. 3668 of 2012 registered at A.D.S.R Sonarpur the donors herein have no requirement to retain the <sup>1</sup>/<sub>4</sub> th share in the 01 Decimal land earmarked as common passage in C.S. Dag No. 1237 and 1.5 Decimal land earmarked as common passage in R.S. Dag No. 1231 more particularly described in the schedule below.



Addi. Dist Sub-Registrar Sonarpore, Sub-Registrar Sonapore, Sub-Registrar Su ANDWHEREAS though in the aforementioned three gift deeds the donors granted the right of easement on the said common passage, the donors did not transfer the interest in the land morefully described in the Schedule below.

AND WHEREAS the vendors herein decided to transfer their right, title and interest in the property morefully described in the schedule below in favour of the purchaser herein subject to the right of easement granted in favour of Karunamoyee, Kuheli and Kakali by the gift deed dated 10.03.2012 being deed no. 3672 of 2012, in favour of Shubrangshu, Sitangshu and Sanghamitra by the gift deed dated 10.03.2012 being deed no. 3670 of 2012 and in favour of Ardhendu vide gift deed dated 10.03.2012 being deed no. 3668 of 2012 in view of the fact that the purchaser herein having decided to purchase the shares of Ardhendu, Karunamoyee, Kuheli and Kakali, Shubrangshu and Sanghamitra in the C.S. Dag No. 1237, R.S. Dag no. 1236 and R.S. Dag No. 1231 for the purpose of construction of a multistoreyed building;

#### AND

WHEREAS for such construction of the multistoreyed building in the allotment of Nonigopal in C.S. Dag No. 1237, R.S. Dag No. 1236, R.S. Dag No. 1231 the share of the vendors in the 01 dec. passage land of C.S. Dag No. 1237 and 1.5 dec. passage land in the R.S. Dag No. 1231 is required by the purchaser herein;



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#### AND

WHEREAS the vendors herein declared to sell the property morefully described in the schedule below at the consideration money of Rs. 2,50,000/- (Two Lac Fifty Thousand) only and the purchaser herein agreed to purchase the same at the said consideration money.

NOW THIS INDENTURE WITNESSES that in consideration of total sum of Rs. 2,50,000/- (Two Lac Fifty Thousand) only; which the purchaser has paid the vendors in the manner morefully set out in the memo of consideration hereinbelow, the receipt whereof the vendors doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever exonerate the purchaser the property morefully described in the schedule below and all sorts of common user of the common places amenities and advantages attached to the same and the vendors doth hereby grant, transfer, convey, assign and assure unto and to the use of the purchaser the said property more particularly described in the schedule hereunder OR HOWSOEVER OTHERWISE the said property morefully described in the schedule below and all other rights of common user of the common places, amenities and advantages attached to the said property now are or is hereto before was / were situated tenanted bounded, called numbered described or distinguished together with all benefits and



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rights of roads and passages, drains, water, taps, lines and pipes for filtered and unfiltered water connection, electricity, gas, telephone etc. and all other usual rights upon and under the said roads and passages and other road and all other benefits and amenities provided and / or as may be provided in future and all the estate right, title, interest claim or demand whatsoever both at in equity or in law the vendors have under and upon the said land, hereditaments and premises or any part thereof TOGETHER with all deeds, pattas, muniments of title whatsoever if any relating to or concerning with the said property or any part thereof which now are or hereinafter shall or may be in the possession or control of the vendors or any other person or persons from whom they may procure the same without any action in law or in equity and all rights and advantages of the vendors by and under the covenant for production of the relevant title deeds relating to the said property AND TO HAVE AND TO HOLD the said property hereby granted, conveyed, transferred, assured and expressed so to be including the rights of way etc. as stated above unto and to the use of the purchaser absolutely and forever and free from all encumbrances and the vendors doth hereby covenant with the purchaser that notwithstanding any act deed or thing done by the vendors or by any of the predecessor-in-interest or knowingly suffered to the contrary the vendors have good right, full and absolute authority to grant transfer, convey and assure the said property hereby conveyed or expressed so to be unto and to the use of the purchaser in the manner aforesaid and he shall at



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all times hereinafter peaceably and quietly enter and peaceably possess and enjoy the said property morefully described in the schedule below and also to receive rents, issues and profits thereof without any lawful action, interruption, claims or demands whatsoever from or by the vendors or any person or persons lawfully or equitably claiming from, under or in trust from them or under any of his successors and predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid as the vendors hereby covenant to save harmless and keep indemnified the purchaser from or against all encumbrances, charges and equities whatsoever AND further the vendors and all persons having or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for the vendors will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring and conveying the said property and every part thereof unto and to the use of the purchaser in the manner aforesaid and the vendors shall and will at all times hereinafter and from time to time at every reasonable request and costs of the purchaser or any other persons whom the purchaser may authorize to produce or do or cause to be done or produced in any offices courts of commission for examination of witnesses or otherwise as occasion may require all or any of the documents of title papers and writings relating to the property hereby granted and conveyed and transferred or expressed



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Adah Dis Sab-Registrar Sonarpore, South 24 Pgs. oriented so to be or any part thereof and also at the like request and costs of the purchaser such attested or other copies or extracts of and from the said records or writing or any of them in their possession or power, the purchaser may require and shall and will in the meantime require unless prevented by fire or for other inevitable accident any papers, deeds and writing is destroyed. Immediately with the execution of this deed the vendors deliver the possession of the property morefully described in the schedule below to the purchaser who has the absolute right to deal with the property by way of sale, gift, mortgage and / or in any manner whatsoever. Though the vendor no. 1 and 2 were capable of putting their respective signatures earlier presently due to age they are not capable of putting their respective thumb impression.

# SCHEDULE

ALL THAT 108-875 sq. ft. land in the 01 dec. common passage comprising of C.S. Dag No. 1237 corresponding to R.S. Dag Nos. 1237 and 1237/1903 C.S. Khatian No. 511 and 163-3125 sq. ft. land in the 1-5 dec. common passage comprising of R.S. Dag No. 1231, R.S. Khatian No. 1792 of Mouja – Barhans Fartabad, P.S. – Sonarpur, J.L. No. 47 within Rajpur-Sonarpur Municipality, District: South 24 Parganas, more particularly delineated in the plan annexed herewith and marked with RED border line.



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# MEMO OF CONSIDERATION

- Received sum of Rs . 2,00,000/- (Rupees Two Lacs) only vide Cheque No.
   643328 dated 12.04.2013 against State Bank of India Narendrapur Branch in favour of Sibani Roy the vendor No. 4 who is receiving the same for and on behalf of all the vendors.
- 2) Received sum of Rs . 50,000/- (Rupees Fifty Thousand) only vide Cheque No. 643329 dated 12.04.2013 against State Bank of India Narendrapur Branch in favour of Gayatri Mondal Roy the vendor No. 3 who is receiving the same for and on behalf of all the vendors.

Total 2,50,000/- (Rupees Two Lacs Fifty Thousand) only.

WITNESSES:

1. Shubrigslu Sondon Fartabed, Gania Kol-89 1. Ashalata Sanfrii
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Duzgabala Sanfrii
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Propendu Krr. Sanfri
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2. Dibakar Mandal Vier - Thopagachi, P.D. Kundalali 4. Ladas & & six

Signature of the VENDORS



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IN WITNESES WHEREOF the parties hereunto set and subscribed their respective hands and seals on the date, month and year first above written.

WITNESES:

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2. Dibakar Mandal Viu- Chopagachi, f.O- Kundarali, DISI- South 24 forgande With Bengal 4. 12612128 3 325c

Signature of the VENDORS

Vamar Das

Signature of the PURCHASER

Prepared, read over and explained

Drafted by me in Bongali

Typed by: Blak stats
Santanu Chakraborty, Sonarpur.



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> Adur. Dist Sub-Registrar Sonarpore, South 24 Pgs

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NAME: Wilima Halder



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NAME: GAYATRI MONDAL SIGNATURE

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NAME: SAMAR DAS SIGNATURE

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

Endorsement For Deed Number : I - 04530 of 2013 (Serial No. 05563 of 2013)

#### On 13/04/2013

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

Presented for registration at 12.00 hrs on :13/04/2013, at the Private residence by Samar Das ,Claimant.

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

Execution is admitted on 13/04/2013 by

- Ashalata Sanfui Alias Durga Bala Sanfui, wife of Lt. Ashwini Kr. Sanfui, Thumkathi, Thana:-Canning, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- Nilima Halder, wife of Lt. Rabindra Nath Halder, Prantik Apartment, Balia, Thana:-Sonarpur, P.O.:-Garia ,District:-South 24-Parganas, WEST BENGAL, India, Pin:-700084, By Caste Hindu, By Profession: House wife
- Gayatri Mondal, wife of Haridas Mondal, Gouranga Nagar, Baguiati, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- Sibani Roy, wife of Lt. Rajani Bhusan Roy, Tangrakhali, Thana:-Canning, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- Samar Das, son of Lt. Phanindra Nath Das, 316, N. S. Road, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Business

Identified By Shubrangshu Sardar, son of Lt. Sudangshu Sardar, Fartabad, Thana:-Sonarpur, P.O.:-Garia ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste: Hindu, By Profession: Others.

( Biswajit Dey )
ADDITIONAL DISTRICT SUB-REGISTRAR

### On 17/04/2013

## 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.-3,40,235/-

Certified that the required stamp duty of this document is Rs.- 20434 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

( Biswajit Dey )
ADDITIONAL DISTRICT SUB-REGISTRAR

On 18/04/2013

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

( Biswajit Dey )
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 2

18/04/2013 15:00:00



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

# Endorsement For Deed Number : I - 04530 of 2013 (Serial No. 05563 of 2013)

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. 3754.00/-, on 18/04/2013

( Under Article : A(1) = 3740/- ,E = 14/- on 18/04/2013 )

#### Deficit stamp duty

Deficit stamp duty

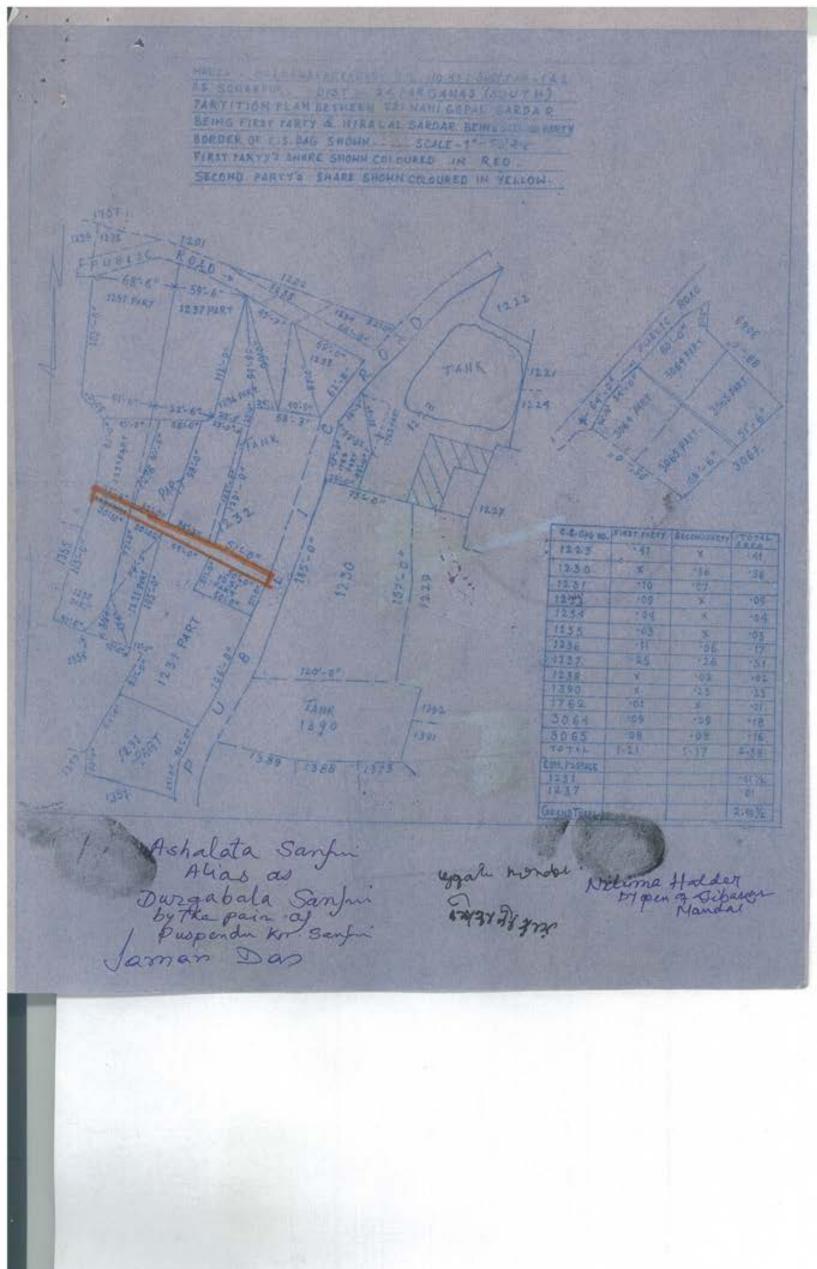
- Rs. 20/- is paid, by the draft number 389616; Draft Date 12/03/2013, Bank: State Bank Of India, RAJPUR, received on 18/04/2013
- Rs. 15420/- is paid, by the draft number 125314, Draft Date 16/04/2013, Bank: State Bank Of India, SONARPUR, received on 18/04/2013

( Biswajit Dey ) ADDITIONAL DISTRICT SUB-REGISTRAR

( Biswajit Dey )
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2



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### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 7676 to 7696 being No 04530 for the year 2013.



(Biswajit Dey) 22-April-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. SONARPUR West Bengal