

SL No- 1613/13

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL 8-2013/13

A 755945

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certified that Signature Sheet, Endorsement Sheets attached herewith are part of this document.

Attd. Dist. Sub-Registrar, Singur
P.O. Singur, Hooghly

29 APR 2013

SALE DEED

THIS DEED OF CONVEYANCE made this 26th day of March, Two Thousand Thirteen BETWEEN 1) SRI ASIM KUMAR DAS, 2) SRI ASHOKE KUMAR DAS, PAN NO. ADLPD0581F, 3) SRI AJOY KUMAR DAS, 4) SRI SWAPAN KUMAR DAS, 5) SRI TAPAN KUMAR DAS, all sons of Late Krishna Chandra Das, all by faith Hindu, by occupation business, 6) SRI AJIT KUMAR DAS, PAN NO. ADAPD2457P, S/o. Late Panchanan Das, by faith Hindu, by occupation business, all are Indian Citizen, all are residing at Vill. Kismat Apurḍapur, P.O. & P.S. Singur.

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District Hooghly, hereinafter referred to as 'VENDORS' (which terms or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include each of their heirs legal representatives, administrators, executors and assignees) of the
f **FIRST PART.**

AND

1) **SRI DULAL CHANDRA BANIK**, PAN No. AGHPB0538K, son of Late Ashutosh Banik, by faith Hindu, by occupation business, by nationality Indian, residing at 360 Rabindra Sarani, North Ghosh Para, P.O. Ghosh Para, P.S. Bally, District Howrah, PIN 711227; 2) **SRI ANANTA ROY**, PAN No. ACTPR0451R, son of Late Haridas Roy, by faith Hindu, by occupation business, by nationality Indian, residing at 380, Aswini Dutta Nagar, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, hereinafter referred to as '**PURCHASERS**' (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include each of their heirs legal representatives, administrators, executors and assignees) of the **SECOND PART.**

ALL THAT peace and parcel of Suna land measuring **05 (five) Cottah 07 (seven) Chittak 31 (thirty one) Sq.ft.** more or less **9.06 Shataks** out of total area measuring **27 (twenty seven) Shataks** of in R.S. & L.R. Dag No. 846(P), under L.R. Khatian No. 47/1, 11/2, 2/8, 758/4, 263/3, 9/1 and 37, along with the right of 4 (four) ft. wide Path, lying and situate at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of **Singur No. 1 Gram Panchayet**, A.D.S.R. Office and Police Station **Singur**, District Hooghly, in the State of West Bengal more fully and particularly mentioned and described in the Schedule hereunder written as Lot 'B' and also shown and delineated in the Map annexed herewith and hereinafter referred to as "**the said property**".

AND WHEREAS schedule below mentioned property originally belonged to Krishna Chandra Das, Sailendranath Das and Panchanan Das who jointly owned and possessed the same peacefully without facing any interference from any quarter.

AND WHEREAS during their such joint possession the aforesaid Krishna Chandra Das died intestate leaving behind his five sons viz. Sri Asim Kumar Das, Sri Ashoke Kumar Das, Sri Ajoy Kumar Das, Sri Swapan Kumar Das and Sri Tapan Kumar Das. Accordingly upon the death of the said Krishna Chandra Das his aforesaid legal heirs became the joint owners of the said property. As such, as per law of succession all the right, title and interest to and in the said property devolved upon the said legal heirs having their undivided share thereon and they are still in joint possession of the same by way of recording their names in the B.L.S.L.R. 6 and by paying Taxes thereon.

AND WHEREAS the aforesaid Shailendranath Das died issueless leaving behind his widow Smt. Annapurna Das as his only legal heir and successor. Accordingly upon the death of the said Shailendranath Das his aforesaid legal heir became the absolute owner of the said property. As

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such, as per law of succession all the right, title and interest to and in the said property devolved upon the said legal heir having her undivided share thereon and she is still in joint possession of the same by way of recording her name in the ^{B.L. P.L.R.O} and by paying Taxes thereon.

AND WHEREAS the aforesaid Panchanan Das died intestate leaving behind his only son viz. Ajit Kumar Das as his only legal heir and successor. Accordingly upon the death of the said Panchanan Das his aforesaid legal heir became the absolute owner of the said property. As such, as per law of succession all the right, title and interest to and in the said property devolved upon the said legal heir having his undivided share thereon and he is still in joint possession of the same by way of recording his name in the ^{B.L. P.L.R.O} and by paying Taxes thereon.

AND WHEREAS the Vendors by virtue of inheritance became the joint owners of the property left by their aforesaid predecessors having their undivided share in the suit property according to share of inheritance and/or fully seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said property in simple free from all encumbrances charges liens claims demands mortgages leases tenancies licenses occupancy rights trusts debutter prohibitions restrictions restrictive covenants decrees executions acquisitions requisitions attachments vesting alignments easements liabilities and lis-pendens whatsoever.

THAT THE VENDORS also hereby declare:-

A 1. THAT the Vendors have joint right title or interest in the said property and the same is free from all encumbrances whatsoever.

A 2. THAT the said property or any part thereof is not at present affected by any acquisition or requisition proceedings of any authority or authorities under any law for the time being in force or otherwise nor any notice of any acquisition or requisition has been issued or served upon any of the Vendor or any of their predecessors-in-title.

A 3. THAT there is no pending suit, matter or other legal proceedings and/or any subsisting order in respect of or affecting the said property and no order for purchase of the said property or any portion thereof by the Central or State Government has been issued under the Income Tax Act, 1961 or any other Act.

A 4. THAT there is no outstanding liability including under the Income Tax Act, 1961 payable by any of the Vendor and/or against the said property under the provisions of the said Act or any other statute of law.

A 5. THAT any of the Vendor has not in any way legally dealt with the said property or any part thereof whereby the right title or interest of the Vendors as to the ownership, use, enjoyment and/or sale of the said property or any part thereof is or may be affected in any manner whatsoever.

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A 6. THAT the Vendors are fully and lawfully entitled to sell/transfer and convey the said undivided share in the property in favour of the Purchaser herein in the manner herein mentioned.

A 7. THAT the Vendor is desirous of selling and transferring the said property to the purchaser for the consideration and on the terms and conditions hereafter contained.

B. THAT the Vendors have agreed to sell to the purchasers and believing the aforesaid representations made by the Vendors as true and correct and acting on the faith thereof the purchasers have agreed to purchase the said property free from all encumbrances charging liens claims demands mortgages leases, tenancies, licenses, occupancy rights trusts debutter prohibition restrictions restrictive covenants decrees executions acquisitions requisitions attachments vesting alignments easements liabilities and lis-pendens whatsoever for an agreed total consideration of Rs. 15,35,000/- (Rupees Fifteen Lakhs Thirty Five Thousand) only on the terms and conditions hereinafter contained below.

C. THAT the said property has been and continues to be in possession of the purchasers subject to the said tenancies.

D. Simultaneously with the execution of these presents the said entire consideration of Rs. 15,35,000/- (Rupees Fifteen Lakhs Thirty Five Thousand) only has been paid by the purchasers to the Vendors and the Vendors have made over vacant and peaceful possession of the said property to the purchaser simultaneously with the execution of these presents.

NOW THIS DEED WITNESSED that in pursuance of the aforesaid agreement the Vendor do hereby and hereunder grant convey transfer assign give and assure and to the use of the purchaser freely and voluntarily free from all encumbrances charges liens claims demands mortgages leases tenancies licenses occupancy rights trusts debutter prohibitions restrictions restrictive covenants decrees executions acquisitions requisitions attachments vesting alignment easements liabilities and lis-pendens whatsoever **ALL THAT** peace and parcel of suna land measuring **05 (five) Cottah 07 (seven) Chittak 31 (thirty one) Sq.ft.** more or less 9.06 Shataks out of total area measuring 27 (twenty seven) Shataks of in R.S. & L.R. Dag No. 846(P) under L.R. Khatian No. 47/1, 11/2, 2/8, 758/4, 263/3, 9/1 and 37, along with the right of 4 (four) ft. wide Path, lying and situate at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of **Singur No. 1 Gram Panchayet**, A.D.S.R. Office and Police Station Singur, District Hooghly, in the State of West Bengal more fully and particularly mentioned and described in the Schedule hereunder written as **Lot 'B'** and also shown and delineated in the Map annexed herewith and thus bordered **RED** thereon together with all other easements right thereto more fully and particularly described in the Schedule hereunder and hereinafter referred to as the "the said property" or **HOWSOEVER OTHERWISE** the said property or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** the

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benefits and advantages of ancient and other lights all yards courtyards compounds areas
 sewers drains water courses ways ditches passages paths pits shrubs hedges
 and all manner of former and other rights liberties easements privileges advantages
 appendages and appurtenances whatsoever to the said property or any part thereof belongings or
 in anywise appertaining to or with the same or any part thereof now are or is or at any time or
 times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong
 or to appertain thereto AND the reversion or reversions, remainder or remainders of the said
 property and every part thereof AND all the legal incidences thereof AND all the estate right title
 interest inheritance possession use and demand whatsoever both at law and in equity of the
 Vendor into and upon and in respect of the said property and every part thereof and TOGETHER
 WITH all deeds Kobalas pattahs muniments and evidences of title which in anywise relate to or
 concern the said property and/or any part or parcel thereof which now are or hereafter shall or may
 be come in the custody power possession or control of the vendor or any of them or any person or
 persons from whom the vendor can or may procure the same without any action or suit at law or
 in equity TO HAVE AND TO HOLD the said property free from all encumbrances and liabilities
 whatsoever and ALL AND SINGULAR and other the said property hereby granted, transferred
 and assured or expressed or intended so to be with all rights, easements and appurtenance unto
 and to the use of the purchaser free from all encumbrances charges liens claims demands
 mortgages leases tenancies licenses occupancy rights trusts debutter prohibitions restrictions
 restrictive covenants decrees executions acquisitions requisitions attachments vesting alignment
 easements liabilities and lis-pendens whatsoever AND the vendor do and lawfully seized and
 possessed of and/or otherwise well and sufficiently entitled to the said property and every part
 thereof AND THAT the vendor have now in themselves good right and full and absolute power to
 grant convey transfer assign give and assure the said property hereby granted conveyed
 transferred assigned given and assured or expressed so to be unto and to the use of the purchaser
 in the manner aforesaid AND THAT the purchaser shall and may at all times hereafter peaceably
 and quietly enter into hold possess and enjoy the said property and receive and take the issues and
 profits thereof without any lawful eviction interruption claim or demand whatsoever from or by
 the vendor or any of them or any person or persons lawfully or equitably claiming from under or
 in trust for the vendor or any of them or from under or in trust for their predecessors-in-title AND
 FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any right
 title interest or estate whatsoever in the said property or any part thereof from through under or in
 trust for the vendor shall and will from time to time and at all times hereafter at the request and
 costs of the purchaser make do acknowledge and execute or cause to be made done acknowledge
 and executed all such acts deeds matters and things whatsoever for further better and more
 perfectly and effectually granting and assuring the said property and every part thereof unto and
 to the use of the purchaser as shall or may be reasonably required AND THAT the vendor shall
 henceforth have no right title or interest whatsoever in the said property hereby conveyed and
 given to the purchaser and the sale and transfer of the said property.

M. S. Srinivasan

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I. THE VENDORS AND EACH OF THEM DO TH HEREBY AGRFEE AND COVENANT WITH THE PURCHASER AND ASSURE AND DECLARE as follows :-

1. The vendors are the joint owners and otherwise well and sufficiently seized possessed of the said property and the vendors have neither entered into any agreement or arrangement or sold transferred conveyed assigned or mortgaged the said property or any portion thereto to any person or body whatsoever or whatsoever.
2. There is no latent or patent defect in the title of the vendors of and to the said property.
3. The purchaser shall be freely and clearly absolutely acquitted, exonerated and released and discharged and sufficiently saved, defended, kept harmless and indemnified of from and against all and all manner of defects in title, lis-pendens, attachments, encumbrances, executions and liabilities whatsoever made or suffered by the vendor and/or their predecessors-in-title or any of them or any other person or persons lawfully or equitably claiming under or in trust for them and compensate the purchaser for all costs and expenses incurred or suffered or paid by the purchaser in this regard.
4. The vendors herein have supplied all the relevant documents related to the schedule property and the purchasers are entitled to scrutinize all title deeds and records etc. AND the Vendor himself and his representative heirs and successors do hereby covenant with the purchaser and declare that they or their heirs or successors shall have no right title and interest, claim or demand after transferring the schedule property on due search from the relevant offices.

II. AND THE VENDOR DO AND EACH OF THEM DO TH HEREBY FURTHER COVENANT WITH AND ASSURE PRUCHASER as follows :-

- a) Notwithstanding any act deed or thing done by the vendor or the vendor predecessors-in-title or any of them or executed or knowingly suffered to the contrary, the vendor are lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold granted conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or thing whatsoever to alter defeat encumber or make void the same.
- b) The right title and interest which the vendor do hereby profess to transfer subsists and the vendor have good right full power and absolute authority to grant convey transfer assign and assure the said property hereby sold granted conveyed transferred assigned and assured or expressed so to be and every part thereof unto and to the use of the purchaser in the manner aforesaid.
- c) The said property and every part thereof is freed and discharged of from and against all manner of encumbrances charges liens claims demands mortgages leases tenancies licenses

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occupancy rights trust debutter prohibitions restrictions restrictive covenants decrees executions acquisitions requisitions attachments vesting alignments easements liabilities and lis pendens whatsoever.

d) It shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon and peaceably and quietly possess hold and enjoy the said property and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by any of the vendor or any person claiming from through under or in trust for any of them.

e) The purchaser shall be entitled to all the estate right and interest whatsoever both at law and in equity of the vendor in respect of the said property and every part thereof.

f) The purchaser shall be entitled to all rights benefits liberties privileges advantages appendages appurtenances and easements whatsoever belonging to anywise appertaining to the said property or any part thereof including the right of ingress to and egress from the said property.

g) The vendor and all persons lawfully or equitably claiming from under or in trust for any of them shall from time to time and at all times hereafter at the request of the purchaser make do acknowledge and execute or cause to be made done acknowledged and execute all such further and other acts deeds conveyances matters and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required.

h) The representations made by the vendor to the purchaser as aforesaid and state and mentioned in the recitals hereinbefore are true and correct and in the event of any of the same being incorrect or untrue and affecting the absolute title of the purchaser of from and against all losses and/or damages suffered by the purchaser by reason of acting on the faith thereof as aforesaid including costs charges and expenses for perfecting the purchaser's title to the said property.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT peace and parcel of Suna land measuring **05 (five) Cottah 07 (seven) Chittak 31 (thirty one) Sq.ft.** more or less 9.06 Shataks out of total area measuring 27 (twenty seven) Shataks of in R.S. & L.R. Dag No. 846(P), under L.R. Khatian No. 47/1, 11/2, 2/8, 758/4, 263/3, 9/1 and 37, along with the right of 4 (four) ft. wide Path, lying and situate at Mouza Kismat Apurbapur, J.L. No. 51, within the ambit of **Singur No. 1 Gram Panchayet**, A.D.S.R. Office and Police Station Singur, District Hooghly, in the State of West Bengal and also shown and delineated in the Map annexed herewith written as **Lot 'B'** and thus bordered with **RED** thereon together with all other easements right thereto.

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The annual Rent which will be fixed by the concerned authority and payable to the B.L. & L.R.O. Singur Block.

THE PROPERTY IS BUTTED AND BOUNDED BY:-

NORTH:- Plot No. 846(P).

SOUTH:- 4 (four) ft. wide common passage.

EAST :- Plot No. 846 (P).

WEST :- Plot No. 846 (P).

The non-judicial stamp paper attached with this deed was purchased from Vendor viz. Anup Kumar Ganguli being the Licensed Vendor of Chinsurah Judges' Court, Chinsurah, Hooghly on 26.02.2013.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written.

SINGED AND DELIVERED by the within Named Vendors

WITNESSES :

1. Parthe Pratim Das
Balarambati

2. Soumen Banik,
Bally Housat-70007.

Drafted by :
Grantam Maiti
Advocate
P-1005/2008,

Typed by:-
T.K. Mukherjee
Typist Chandernagar.

1. श्री अशोक कुमार शर्मा

2. Ashoke Kr Das.

3. लक्ष्मण शर्मा ५५५

4. श्री सुधीर कुमार शर्मा

5. श्री विनय कुमार शर्मा

6. श्री अशोक कुमार शर्मा

Signature of the Vendors

1. Gulalchandra Banik

2. Ananta Ray.

Signature of the Purchasers

MEMO OF CONSIDERATION

RECEIVED of and from the with-named purchased the within-named sum of Rs. 15,35,000/- (Rupees Fifteen Lakhs Thirty Five Thousand) only being the consideration money in full payable these presents on 08.03.2013 i.e. before execution of this Deed.

WITNESSES :

1. Partha Pratim Das.
Balarambali

2. Soumen Banik.
Bally & Hourah-711227.

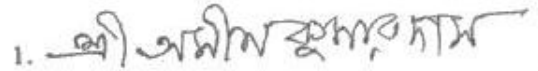
Drafted by :

Goutam Maite
Advocate

F-1005/2008

Typed by :-


Typist


1. 

2. Ashoke Das

3. 

4. 

5. 

6. 

7.

Signature of the Vendors

SPECIMEN FORM FOR TEN FINGERPRINT



LEFT HAND FINGER PRINT				
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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little

श्री अशोक कुमार शर्मा



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Ashoke kr sharma



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RIGHT HAND FINGER PRINT				
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श्री अशोक कुमार शर्मा



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श्री अशोक कुमार शर्मा

SPECIMEN FORM FOR TEN FINGERPRINT



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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little

DEW... [VENDOR]



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RIGHT HAND FINGER PRINT				
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Sidd Chandra B... [VENDEE]



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RIGHT HAND FINGER PRINT				
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[Signature] [VENDOR]



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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little

Ananta Roy.



Government Of West Bengal
Office Of the A.D.S.R. SINGUR
District:-Hooghly

Endorsement For Deed Number : I - 01601 of 2013
(Serial No. 01613 of 2013 and Query No. L000002818 of 2013)

On 26/04/2013

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

Presented for registration at 18.30 hrs on :26/04/2013, at the Private residence by Asim Kumar Das , one of the Executants.

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

Execution is admitted on 26/04/2013 by

1. Asim Kumar Das, son of Lt Krishna Chandra Das , Kismat Apurbapur, Thana:-Singur, P.O. :-Singur, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Ashoke Kumar Das, son of Lt Krishna Chandra Das , Kismat Apurbapur, Thana:-Singur, P.O. :-Singur, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
3. Ajoy Kumar Das, son of Lt Krishna Chandra Das , Kismat Apurbapur, Thana:-Singur, P.O. :-Singur, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Cultivation
4. Swapan Kumar Das, son of Lt Krishna Chandra Das , Kismat Apurbapur, Thana:-Singur, P.O. :-Singur, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
5. Tapan Kumar Das, son of Lt Krishna Chandra Das , Kismat Apurbapur, Thana:-Singur, P.O. :-Singur, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Cultivation
6. Ajit Kumar Das, son of Lt Panchanan Das , Kismat Apurbapur, Thana:-Singur, P.O. :-Singur, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Business

Identified By Partha Pratim Das, son of Panna Lal Das, Balarambati, Thana:-Singur, P.O. :-Balarambati, District:-Hooghly, WEST BENGAL, India, , By Caste: Hindu, By Profession: Professionals.

(Kripasindhu Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/04/2013

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. 19935.00/-, on 29/04/2013

(Under Article : A(1) = 19921/- ,E = 14/- on 29/04/2013)

Certificate of Market Value(WB PUVI rules of 2001)



(Kripasindhu Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

29/04/2013 16:56:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. SINGUR
District:-Hooghly

Endorsement For Deed Number : I - 01601 of 2013
(Serial No. 01613 of 2013 and Query No. L00002818 of 2013)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-18,12,000/-

Certified that the required stamp duty of this document is Rs.- 90620 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 45620/- is paid , by the draft number 135724, Draft Date 24/04/2013, Bank : State Bank of India, SINGUR, received on 29/04/2013
2. Rs. 40000/- is paid , by the draft number 135721, Draft Date 24/04/2013, Bank : State Bank of India, SINGUR, received on 29/04/2013

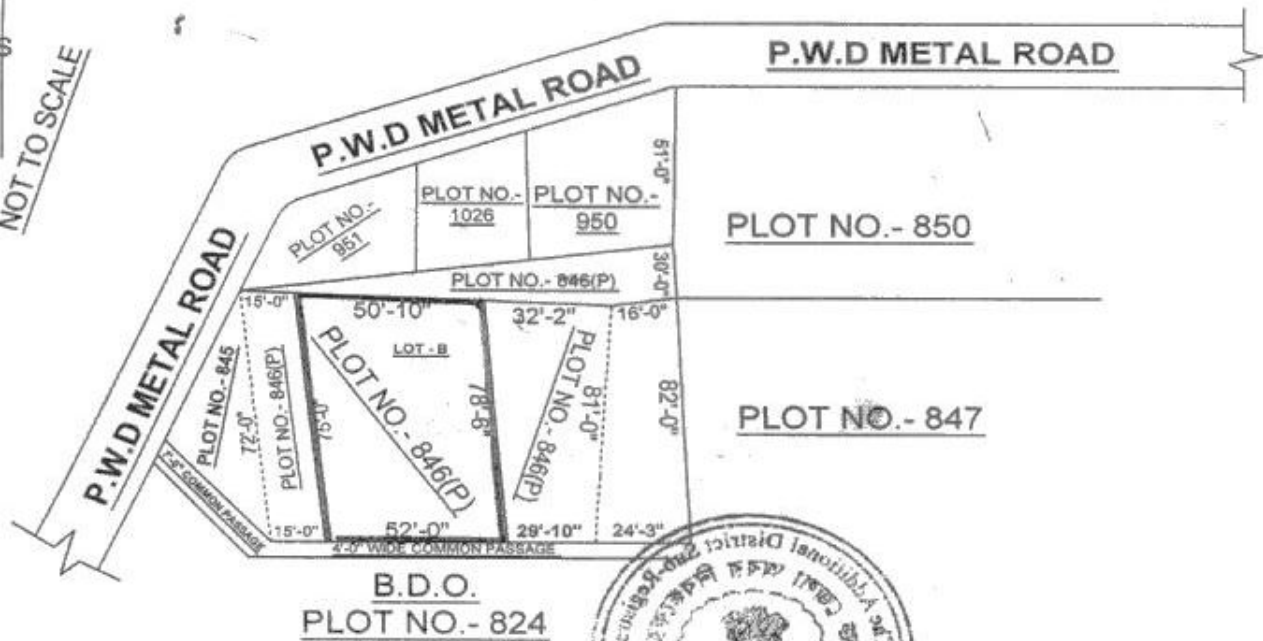
(Kripasindhu Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Kripasindhu Roy)
ADDITIONAL DISTRICT SUB-REGISTRAR

**THE SALE DEED PLAN OF DAG NO.- 846(P), AT MOUZA.- KISMAT APURBAPUR,
 J.L. NO.- 51, UNDER G.P.- SINGUR-1, P.S.- SINGUR, DIST.- HOOGHLY.
 MARK LOT - B SOLD AREA 9.06 SATAK OR 5 KATHA 7 CHATAK
 31 S.F.T.COLOURED SHOWN THUS IN RED.**

NOT TO SCALE



**B.D.O.
 PLOT NO.- 824**



SING OF VENDOR'S :-

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Asst. Dist. Surp. Registrar, Hooghly

**DRAWN BY.
 (SERVEYOR)**

PARTHA PRATIM DAS
 S.I.T. & C Survey College
 H.O. Kolaghat, Midnapore
 Bataasubani, Hooghly
 Regd. No. W. & K-504/2000

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1094/13

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 47 to 63
being No 01601 for the year 2013.



KR
(Kripasindhu Roy) 30-April-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SINGUR
West Bengal