

CHRISTIAN ERA.

Alokendu Bandyopadhyay

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M/s. RELIABLE CONSTRUCTION

Partner

BETWEEN

daughter of Late Chitta Ranjan Guha, by Nationality - Indian, by Religion - Hindu, by occupation-Housewife, residing at Brahmin Para, P.O. Ichapore-Nawabganj, P.S. Noapara. Dist. North 24 Parganas, PIN-743144, PAN: ANUPB2322B, hereinafter called & referred to as the VENDOR (which term or expression shall unless repugnant to the subject or context here of shall mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

"M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 having PAN - AALFR2292N hereby represented by its Partners:

- (1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality Indian, by Religion Hindu, by occupation Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata 700114,
- (2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality Indian, by Religion Hindu, by occupation Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata 700113,
- (3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality Indian, by Religion Hindu, by occupation Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata 700110,

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Alokendu Bandyopadhyay

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(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, hereinafter called and referred to as the PURCHASER/S (which term or expression shall unless repugnant to the subject or context here of shall mean and include its heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER 13 ART.

WHEREAS the vendor hereof for all times heretofore have been by virtue of inheritance seized and possessed of and/ or well and sufficiently entitled to 1/4th undivided share of all that the piece or parcel of land classified as "BASTU" to the extent of 8 Chittaks of land togetherwith a R.T.Shed standing thereon having constructed covered area 100 sq.ft. i.e. Undivided 2 chittaks of land togetherwith Undivided 25 sq.ft. of R.T.Shed by the estimation within Mouza-Sodepur of the Collectorate of North 24 Parganas, comprised and contained in C.S.& R.S. Dag No. 290, J.L. No. 8, E.P. No. 63A; the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, P.S. Khardah, within the local limits of the Panihati Municipality, District-North 24 Parganas, being Municipal Holding No. 228/1, under Ward No. 13 being morefully described in the Schedule appearing hereinafter togetherwith all the estate right, easement, interests appendages, hereditament etc. is the sole property and the prime object of this Deed of Conveyance.

AND WHEREAS the beloved pisima of the vendor hereof namely Smt. Santi Prava Paul (wife of Late Amulya Kumar Paul) was the absolute owner of a plot of land measuring 8 (eight) Chittaks more or less alongwith R.T.Shed Standing

Hokendu Bandvopadhyay

thereon lying and situated at Mouza: Sode Jur, J.L. No. 8 comprised in C.S. & R.S. Dag No./Plot No. 290, E.P. No. 63A, within the local limits of Panihati Municipality, P.S. Khardah, Dist. North 24 Parganas, within the Jurisdiction of A.D.S.R. Office at Barrackpore, which she acquired through a Registered Deed of Gift from R.R. & R. Department, Govt. of West Bengal, vide Deed no. 1096, which was duly registered on 25.09.1991 at the Office of District Registrar, North 24 Parganas, Barasat, and the same was recorded in Book no. I, Volume No. 15, Pages from 181 to 184, being No. 1096, for the year 1991.

enjoying the actual physical possession of the said landed property she died intestate on 22.04.2005 as issueless (the father and mother of Santi Prava Paul namely Khatra Gopal Guha and Subarna Prava Guha was predeceased of their daughter) leaving behind her two brother's sons & daughters i.e. nephew and niece namely Sri Chanchal Guha & Smt. Keka Bhattacharya (who are the son and daughter of Late Chittaranjan Guha) and Sri Uttam Kumar Guha, Sri Goutam Kumar Guha, Smt. Rama Guha, Smt. Seuli Bhadra (who are the sons and daughters of Late Usha Ranjan Guha) as her surviving legal heirs and successors in respect of the aforesaid landed property and they jointly inherited the property as per the law of Hindu Succession Act. 1956.

Be it mentioned here that the said Chittaranjan Guha (Full Blooded brother of Santi Prava Paul) died intestate on 24.09.1987 & his wife Dipali Guha died intestate on 09.05.2010 leaving behind their one son and one daughter namely Sri Chanchal Guha & Smt. Keka Bhattacharya as their legal heirs and the said Usha Ranjan Guha (another full blooded brother of Santi-Prava Paul) died intestate on

Alokendu Bandvopadhva

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26.02.2004 (as his wife namely Sabita Guha was predeceased of her husband and she died intestate on 20.06.2001) leaving behind his two sons and two daughters namely Sri Uttam Kumar Guha, Sri Goutam Kumar Guha, Smt. Rama Guha, Smt. Seuli Bhadra as his legal heirs.

AND WHEREAS after the demise of Santi Prava Paul and her two full blooded brother namely Chittaranjan Guha & Usha Ranjan Guha the said Sri Chanchal Guha, Smt. Keka Bhattacharya, Sri Uttam Kumar Guha, Sri Gontam Kumar Guha, Smt. Rama Guha, Smt. Seuli Bhadra became the conjoint lawful owners of the aforesaid landed property as Sri Chanchal Guha has got the undivided 1/4th share, Smt. Keka Bhattacharya (the vendor hereof) has got the undivided 1/4th share, Sri Uttam Kumar Guha has got the undivided 1/8th share, Sri Goutam Kumar Guha has got the undivided 1/8th share, Smt. Rama Guha has got the undivided 1/8th share and Smt. Seuli Bhadra has got the undivided 1/8th share of the aforesaid landed property as per the Law of Hindu Succession Act. 1956 And they have been jointly possessing the same with the other co-sharers as ezmal peacefully, quietly without interruption of others.

AND WHEREAS Thus the Vendor hereof become the lawful owner of the aforesaid undivided 1/4th Share i.e. 2 chittaks of land togetherwith Undivided 25 sq.ft. R.T.Shed out of the total landed property i.e. 8 Chittaks of land togetherwith a R.T.Shed standing thereon having an area 100 sq.ft. by the estimation within Mouza-Sodepur of the Collectorate of North 24 Parganas, comprised and contained in C.S.& R.S. Dag No, 290, J.L. No. 8, E.P. No. 63A, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, P.S. Khardah, within the local limits of the Panihati Municipality, District-North 24 Parganas, being Municipal Contd...6 OR-

Holding No. 228/1, under Ward No. 13 and she has been seized and possessed of the same by paying relevant rent and taxes regularly to the authority concern and enjoying and taxes regularly to the authority concern and enjoying as well as possessing the said land and building with her other Co-Sharers by exercising all the rights, authorities and powers and also possessing a good and marketable and powers and also possessing a good and marketable title over the aforesaid landed property free from all sorts of encumbrances and charges.

AND WHEREAS the Vendor hereof thus having acquired all the right, title and interest into out of and over the specific property as mentioned herein above and while has been enjoying the actual physical possession thereof owing to some unavoidable personal and lawful reasons resolved to sell out her undivided 1/4th Share i.e. 2 chittaks of land togetherwith Undivided 25 sq.ft. R.T.Shed out of the total landed property i.e. 8 Chittaks of land togetherwith a R.T.Shed standing thereon having an area 100 sq.ft. by the estimation within Mouza-Sodepur of the Collectorate of North 24 Parganas, comprised and contained in C.S.& R.S. Dag No, 290, J.L. No. 8, E.P. No. 63A, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, P.S. Khardah, within the local limits of the Panihati Municipality, District-North 24 Parganas, being Municipal Holding No. 228/ 1, under Ward No. 13 which being Scheduled hereunder and the Purchaser being interested to purchase the same offered a sum of Rs. 2,00,000.00 (Rupees Two Lakhs) Only towards the full and final consideration amount which being the highest offer, the Vendor accepted and assented to the said offer and covenented unto the Purchaser to transfer her specifically scheduled property thereof by way of sale for which appear these presents.

AP.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in pursuance of the said covenants and in consideration of the sum of Rs. 2,00,000.00 (Rupees Two Lakhs) Only paid by the Purchaser unto the Vendor at or prior to the execution of this present (the receipt whereof the Vendor do hereby admit & acknowledge) AND of and from the same acquit release and discharge to the said Purchaser and the said property described in the schedule hereunder intended to be transferred, the Vendor do hereby grant, transfer and convey unto the Purchaser ALL THAT the piece or parcel of land and building being scheduled hereunder OR HOWSOEVER OTHERWISE the said land and building now is or are situated numbered known and described TOGETHERWITH the rights, liberties, privileges, appendages, sewers, easement etc. what-so-ever in the said property appertaining therewith AND al! the estate right, title, claim or demand at law or in equity of the Vendor into out of and over the scheduled property to have and hold the same unto the Purchaser for ever absolutely free from all encumbrances AND the Vendor do hereby covenant with the Purchaser not withstanding any thing or act by the Vendor made done or executed to the contrary, the Vendor has good right to grant transfer and convey the said property HEREBY granted transferred, and conveyed unto the Purchaser in the manner aforesaid AND THAT the Purchaser shall at all times hereafter quietly and peaceably enjoy the said property without any lawful eviction, interruption, claim or demand from or by the Vendor or any person claiming under them AND THAT free clear and absolutely discharged and exonerated by and at the expenses of the Vendor effectually indemnified against all manner of claims, charges, lien, attachment etc. AND FURTHER that the Vendor shall from time to time hereinafter at the request and costs of

9

the Purchaser make the Vendor undertake to do act and perform all or any of such acts or deeds to be so necessary for the purpose of rectification and/or better enjoyment of the said property by the Purchaser in the manner aforesaid.

Words in this indenture importing singular shall include plural and vice-versa.

Words importing masculine gender shall include feminine gender or neuter gender and vice-versa.

THE SCHEDULE ABOVE REFERRED TO

Possessory right admeasuring more or less randivided 1/4th Share i.e. 2 chittaks of land togetherwith Undivided 25 sq.ft. R.T.Shed out of the total landed property i.e. 8 Chittaks of land togetherwith a R.T.Shed standing thereon having an area 100 sq.ft. classified as "BASTU" within Mouza- Sodepur of the Collectorate of North 24 Parganas, comprised and contained in C.S.& R.S. Dag No. 290, J.L. No. 8, E.P. No. 63A, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, P.S. Khardah, within the local limits of the Panihati Municipality, District-North 24 Parganas, being Municipal Holding No. 228/1, under Ward No. 13 TOGETHERWITH all the estate right, easement, interests, appendages, hereditaments etc. reserved from the land and building hereby conveyed.

THE ENTIRE PROPERTY BUTTED AND BOUNDED BY

ON THE NORTH: E.P. no. 60 & 61.

ON THE SOUTH: 8ft. Wide 4no. Deshbandhu Nagar Road

and Kali Mandir.

ON THE EAST : Colony Pond.

ON THE WEST : E.P. no. 63.

THE ENTIRE property which is vividly shown in the sketch map delineated in the RED Border, annexed hereto. which shall from a part of this Indenture.

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(9) IN WITNESS WHEREOF the Vendor do hereby has set and subscribed her respective hands hereunt without any provocation in sound state of health and mird, out of her own accord on this the day, month and yea first written above.

SIGNED AND DELIVERED IN PRESENCE OF FOLLOWING

WITNESSES.

Agonpara. 1

Brischminger Keka Bhattacharya.

KOH- 113 SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Alokendu Bandyopadhyay Enl. No - wi3 - 5 Fo/2004. Advocate
District Judges' Court, Barasat
North 24 Parganas (W.B.)

Prasanna Paul

(10)

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the full and final consideration amount to the tune of Fs. 2,00,000.00 (Rupees Two Lacs) Only in the following manner:

By an a/c payee cheque being no. 002242 dated 14.08.2015, Bank of Baroda, Sodepur

Rs. 2,00,000.00

Total Fs. 2,00,000.00

In Words - Rupees Two Lacs Only.

Full and final consideration with satisfaction alongwith good health and sound mind on this the day, month and year first written above.

SIGNED AND DELIVERED

IN PRESENCE OF FOLLOWING

WITNESSES.

1. Asim Bose Roy

2. Avisler Potter Stitzamnagar Keka Bhaltacharga Kot-113 SIGNATURE OF THE VENDOR

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