

A Company Registrar of Assertances

27.01.10

DEED OF SALE Valued at Rs. 5,70,000/=

- 12 × 12 · 04 \$ 20000/-020019 to 18000/-0288831684 \$ 35000 / So Thisly fire Bourned Of MART DELIVERED Ralin Chal Repenhorate Sode 2.7.1.-188 DEED OF SALE Valued at Its. 5,70,000 -Represalmente Done count total gettering of Worni Ra Boxed Romani Ban. Additional Registers of Age. . . . L. Kolkatol Wife of In RapendraneithBar 23, Rusma cell Possodpun Dt - 24 Paggar. P.s - Gilola House, wife.



# BETWEEN

SMT. KANIKA BOSE ...... VENDOR.

AND

SRI KAJAL GHOSH .....

PURCHASER.

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#### AND

SRI KAJAL GHOSH Son of Sri Kalachand Ghosh, by faith Hindu, Nationality Indian, residing at 46(16), Barasat Road, P.O.Nona-chandanpukur, P.S.Titagarh, District- North 24 Parganas, hereinafter referred to as the <u>PURCHASER</u>(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, representatives and assigns) <u>OF THE OTHER</u>

PART.

WHEREAS Nathni Dosad and Deoki Dosad were the joint owners of the land measuring 34 satak in C.S.Dag no. 1094, Khatian no. 871 and land measuring 41 satak in Dag no. 1093, Khatian no. 869, making a total 75 satak in two dags of Mouza-Chanak, J.L.No.4, R.S.No.39, Touzi no.2998, P.S.Titagarh, District- 24 Parganas(North).

AND WHEREAS during their joint possession and enjoyment of the said land sold, transferred and conveyed the same to Prafulla Kumar Dasgupta by a Deed of sale dated 18.5.1938 registered in Barrackpore Sub-Registry Office, being Deed no. 673.

AND WHEREAS the said Prafulla Kumar Dasgupta during his possession and enjoyment of the said land as absolute owner thereof died intestate leaving behind him his five sons Ajit Kumar Dasgupta, Ranjit Kumar Dasgupta, Santosh Kumar Dasgupta,

Additional Registral of Associates II, Kelketia

Arun Kumar Dasgupta and Ashok Kumar Dasgupta who jointly inherited thesaid property of Prafulla Kumar Dasgupta.

AND WHEREAS the said Ajit Kumar Dasgupta and his four brothers jointly seized and possessed the said land absolutely by mutating their names and also by paying taxes thereon.

AND WHEREAS the said Ajit Kumar Dasgupta and others sold, transferred and conveyed the land measuring 3 cottahs 4 chittaks of plot marked 'E' and 12 chittaks from plot marked 'D' making a total 4 cottahs comprised in C.S.Dag no. 1094, Khatian no. 871 of Mouza-Chanak to Hiranya Kanta Bose by a Deed of Conveyance dated 15.2.1955, registered in the Office of the Sub-Registrar, Barrackpore in Book-I, Volume-32, pages 82 to 86, being no. 1743 for the year 1955.

AND WHEREAS the said Hiranya Kanta Bose after purchase the said land measuring more or less 4 cottahs was enjoying and possessing the same by constructing building thereon and also by mutating his name in the Revisional Settlement record Dag no. 4643 of Mouza-Chanak and also in the records of the Barrackpore Municipality.

AND WHEREAS the said Hiranya Kanta Bose died intestate on 27.9.1961 leaving behind his wife Renuka Bose, one son Sri Amianshu Bose and 2 daughters Lipika Bose and Kanika Bose as his legal heirs and successors.

AND WHEREAS the said Renuka Bose wife of Hiranya Kanta Bose, died intestate on 31.01.2004.

AND WHEREAS after the death of the said Hiranya Kanta Bose and Renuka Bose their son and daughters inherited the said property of Hiranya Kanta Bose, according to Hindu Succession Act, 1956 and became the absolute owner of the land measuring 4 cottahs more or less with tile shed structure standing thereon having 242 sft. covered area comprised in C.S.Dag no. 1094, C.S.Khatian no.871 R.S.Dag No.4643 of Mouza-chanak, J.L.No.4,R.s.No.39,Touzi No.2998,being Municipal holding no. 91(56) Dhania Para Main Road, Anandapuri, within Ward No.6 of Barrackpore Municipality ,P.S.Titagarh, District-24 Parganas(North).

Additional Registrate of Assessments II, Kolkette

AND WHEREAS during their joint possession and enjoyment of the said property the said Lipika Bose daughter of Late Hiranya Kanta Bose, died intestate as a spinster on 08.01.2008 leaving behind her brother Amianshu Bose and sister Kanika Bose as her legal heir and successors.

AND WHEREAS the said Amianshu Bose son of Late Hiranya Kanta Bose, died intestate as a bachelor on 27.01.2009 leaving behind the present vendor as his only legal heir and successor.

The Vendor is now seized and possessed of or otherwise well and sufficiently be entitled to the land measuring 4 (four) cottahs more or less together with tile shed structure standing thereon having covered area 242 sft. comprised in C.S.Dag no.1094, C.S.Khatian no. 871,R.S. Dag no. 4643, of Mouza-Chanak, J.L. No. 4, R.S. no. 39, Touzi no. 2998, being Municipal holding no.91(56), Dhania Para Main Road, Anandapuri, within Ward no. 6 of Barrackpore Municipality, P.S. Titagarh, District – 24 Parganas (North), morefully and particularly described in the schedule below, as absolute owner thereof free from all encumbrances and attachments whatsoever and enjoying and possessing the same by exercising all rights of ownership thereon according to law.

AND WHEREAS the present Vendor Miss Kanika Bose executed a Special Power of Attorney in favour of Sri Rupendra Nath Bose, registered on 16.09.2009 registered in the Office of the Sub-Registrar Dhubri, being Deed No. 116 IV of 2009.

AND WHEREAS the Vendor has agreed with the purchaser for absolute sale to him ALL THAT land measuring 4 cottah more or less with tile shed structure standing thereon having covered area 242 sft. particularly described in the schedule below, together with right to all appurtenances attached thereto being Municipal Holding no.91(56), Dhania Para Main Road, Anandapuri, within Ward no. 6 of Barrackpore Municipality, Comprised in C.S.Dag no.1094, C.S.Khatian no. 871, R.S. Dag no. 4643, of Mouza-Chanak, J.L. No. 4, R.S. No. 39, Touzi no. 2998, P. S. Titagarh, District - North 24 Parganas, free from all encumbrances and attachments whatsoever at or for the total Consideration of Rs. 5,70,000/- (Rupees five lac seventy thousand only).

Additional Registers of Assertances II, Kethatia 2-5 JAN 2010

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement and in Consideration of the said Sum of Rs. 5,70,000/-(Rupees five lac seventy thousand only) paid by the purchaser to the Vendor at or before execution of this presents (the receipt, whereof the Vendor doth hereby acknowledge, acquit, release and forever discharge the said purchaser as well as the said land and premises hereby conveyed), the Vendor doth by this presents grant, convey, transfer, sale, assign, release and assume unto and to the use of the said purchaser his heirs, executors, administrators, legal representatives and Successors at law ALL THAT piece and parcel of land measuring 4 cottahs together with tile shed structure standing thereon having covered area 242 sft. morefully and particularly described in the schedule below and delineated with RED border lines in the plan annexed hereto together with right to use all easement and appurtenances attached thereto Comprised in C.S.Dag no.1094, C.S.Khatian no. 871 R.S.Dag. No.4643, of Mouza-Chanak, J.L. No. 4, R. S. No. 39, Touzi No. 2998, being Municipal holding no. 91(56), Dhania Para Main Road, Anandapuri, within Ward no. 6 of Barrackpore Municipality, P. S. Titagarh, District - North 24 Parganas, free from all encumbrances OR HOWSOEVER OTHERWISE the said land and building hereby transferred or any part thereof now is or hereto before was situated, butted and bounded, called known, numbered described or distinguished TOGETHER WITH all and singular the ways, paths, passage, common passage, advantages, rights, easements, appendages and appurtenances whatsoever to the said land and building belonging to or is anywise appertaining thereto known as part, parcel or numbered thereof A N D the reversion or reversions remainder or reminders, yearly, monthly and other rents, issues and profits thereof A N D all the estate, right, title, claim, interest, inheritance, use, trust, possession, property and demand whatsoever both at law and equity of the vendor into and upon the said land and structure or any part thereof together with all deeds, pattahs, documents, writings and evidences of title whatsoever which exclusively relate to or concern the said land and structure or any part thereof which are now or hereinafter shall or may be in the custody, power or control of the Vendor her heirs, executors, administrators,

Additional Registration of Assurance of Assistance

2.5 JAN 2010

representatives and assigns or any other person or persons from whom the Vendor can or may procure the same without any action or suit TO HAVE AND TO HOLD the said land and structure described in the schedule hereto or expressed or intended so to be with them A N D to the use of the said purchaser fully, absolutely and forever A N D notwithstanding any such act, deed or things by the Vendor done or executed or knowingly suffered to the contrary, the said Vendor done or executed or knowingly suffered to the contrary, the said Vendor now hath in herself good right over the land and structure is now fully, lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and structure and every part thereof hereby granted or expressed or intended so to be unto the purchaser. A N D NOTWITHSTANDING any act, deed or thing whatsoever as aforesaid the Vendor hath now in herself good right, full power and absolute authority to grant, transfer and convey the said land and structure hereinbefore granted, transferred or conveyed or otherwise expressed or intended to so be unto and to the use the purchaser his heirs, executors, administrators, representatives and assigns in manner aforesaid and the Vendor is divested and relieved of all rights, title, interest or possession from the said land and building sold to the purchaser and the purchaser is put in absolute and full possession thereof from today and the purchaser shall acquire absolute right to transfer the property by way of sale gift, mortgage or any other lawful means of transfer and may at all times hereinafter subject to the payment of rents, taxes and other outgoing to the appropriate authorities peaceably and quietly possess and enjoy the said land and building and receive the rents, issues and profits thereof and or every part thereof without any eviction, interruption, hindrance, disturbances, claim and demand whatsoever from the vendor or from any person or persons lawfully or equitably claiming through or under him and the Vendor do also hereby agree to save harmless and keep indemnified the purchaser against any or all encumbrances, if any created by the vendor or any person or persons lawfully or equitably claiming through or under him FURTHER THAT the Vendor and all person or persons lawfully or equitably claiming any estate or interest in the said land and

Actional Repistrar of June 2010

structure or any part thereof under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever of or further and more perfectly assuring and said land and building and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required A N D the Vendor doth hereby declare that there has not been any acquisition or requisition of the property by any authority whatsoever. There is also no alignment at present by any authority in respect of any portion of the said property and all rents, taxes and other outgoing payable in respect thereof if not paid already, the liability of such payment upto the date of these presents if any shall vest with the Vendor. The Purchaser will be liable for payment of such outgoing from the date of these presents.

**BE IT STATED** that the vendor shall support any application made by the purchaser for mutation of his name in the Office of the Collector, North 24 Parganas as well as in the Office or Offices in respect of the property hereby conveyed and at the cost of the purchaser the vendor will do all that he may be required to do for that purpose.

THE VENDOR doth hereby declare that the property described in the Schedule annexed hereto and hereby conveyed to the purchaser is free from all encumbrances and that she is the absolute owner of the same with no other Co-Sharer or partner therein and she acquired the land and building by way of inheritance and the vendor has good title, full power and absolute right and authority to transfer the same.

BE IT ALSO STATED that if it transpire that the property hereby conveyed is not free from all encumbrances or there is any defect in the Vendor's title or her right to transfer the same as hereinbefore stated, the Vendor shall be liable to the Purchaser and will be bound to make good all the damages and losses sustained by the purchaser and indemnify the purchaser against any loss sustained by him.

Additional Registrar of Associators II. Kothatin,

26 JAN 2010

### SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land measuring 4 (four) cottahs. More or less, together with tile shed structure standing thereon having covered area 242 sft. Comprised C.S.Dag no.1094, C.S.Khatian no. 871, R. S. Dag no.4643 of Mouza-Chanak, J.L. No. 4, R.S. No. 39, Touzi no. 2998, being Municipal Holding no.91(56), Dhania Para Main Road, Anandapuri, within Ward no. 6 of Barrackpore Municipality, P.S. Titagarh, District - 24 Parganas (North) as delineated with R E D border lines in the Plan annexed hereto together with all easements and appurtenances attached thereto butted and bounded by:

ON THE NORTH: P/O.Mr.S.N.Bagchi.

ON THE SOUTH: 6' ft. wide Common passage.

ON THE WEST: House of Late Champa Rani Roy.

ON THE EAST: House of Late Usharani Dutta & partly 3'ft. wide passage.

IN WITNESS WHEREOF the Vendor hereto has hereunder set and subscribed her hand and seal on the day, month and year first above written.

Rependranothe Borne. Sout. Kanika Books.

Signature of the Vendor

Witnesses:

1) Bhalanath Saha Bazzaek Porce P.S. Litagorh, 24 P98(N

2) Bonani Basu.
23. Bunma cell
P.B. Sodepun

Additional Registra of Assurance Hard

#### MEMO OF CONSIDERATION

Received from the within named purchaser the within mentioned Sum of Rs. 5,70,000/(Rupees five lac seventy thousand) only towards total consideration price for sale of above mentioned property as per memo below

By Bank draft No. 917802 dated 08.01.2010 issued from State Bank of India, Anomapuni (Banaupale)

R. 5,70,000-00

constitude attorny of Sout. Kanika bone.

Signature of the Vendor

Witnesses:

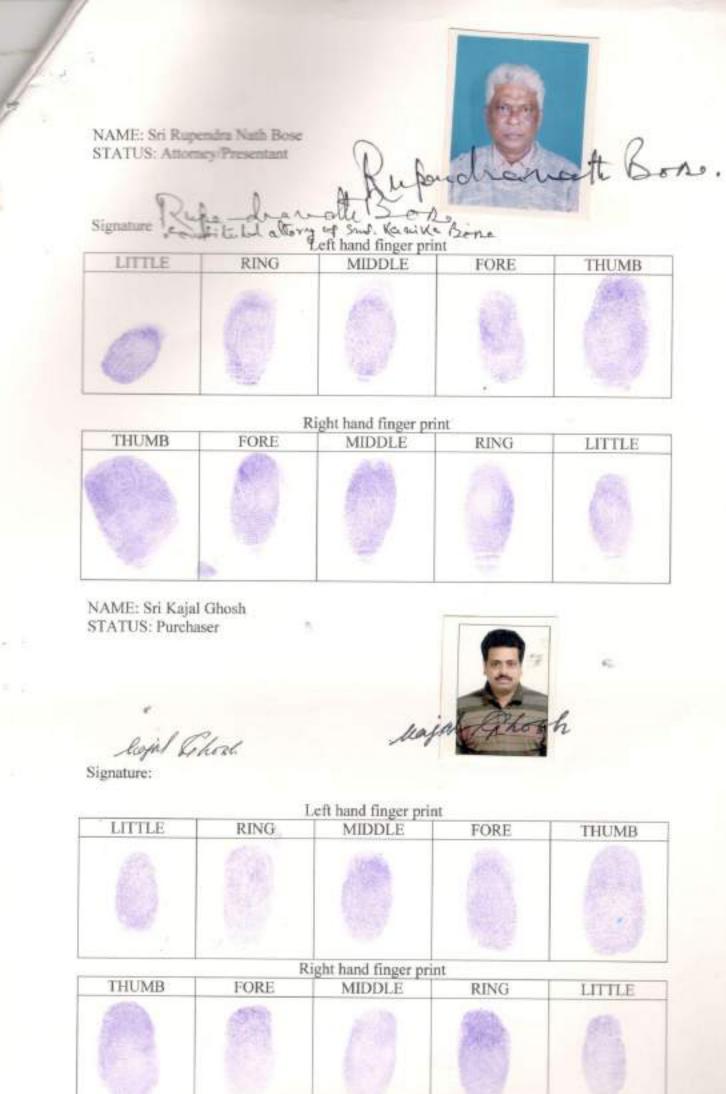
1) Bhalanath Scha Barrack Porce PS. Titagorh, 24 PHIN)

2) Banani Basu. 23. Banna cell Po - Sodipur. 24 P.G.S (N)

Drafted & Prepared by:

ANIRUDDHA GHOSH, ADVOCATE
ALIPORE JUDGES' COURT.

KOLKATA-700027.



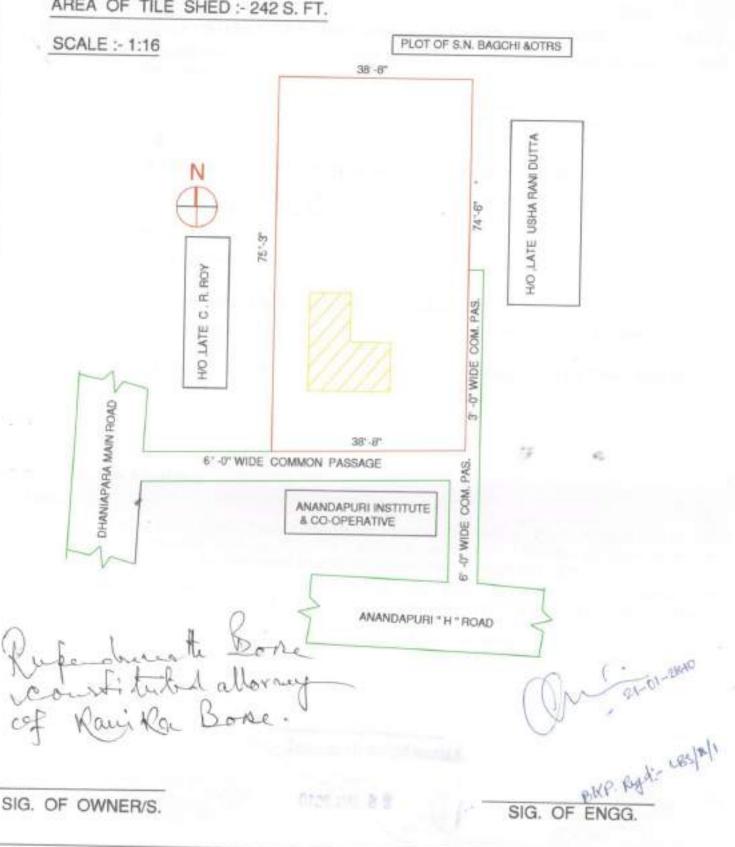


ITE PLAN OF A LAND WITH TILE SHED ON KHATIAN NO.-871, C. S. DAG NO -1094 ,R. S. DAG NO. - 4643 ,J. L. NO. - 04 , RESA - 39 , TOUZI NO. - 2998 , MOUJA -CHANAK, WARD NO. - 06, HOLDING NO. 91 (56), DHANIAPARA MAIN ROAD, P.S .-TITAGARH UNDER BARRACKPORE MUNICIPALITY, 24 PGS. (N).

AREA STATEMENTS: -

AREA OF LAND: 04 KA - 0 CH - 0 S.FT. (M/L).

AREA OF TILE SHED :- 242 S. FT.



Additional Registrar of Apparences II. 1 8 JAN 2010

# Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : 1 - 00825 of 2010 (Serial No. 00620 of 2010)

#### On 26/01/2010

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

Presented for registration at 18.00 hrs on :26/01/2010, at the Private residence by Rupendra Nath Bose Alias ,Executant.

( Tarak Baran Mukherjee ) ADDL REGISTRAR OF ASSURANCES-II

### On 27/01/2010

## 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:

Fee Paid in rupees under article : A(1) = 14278/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 27/01/2010

### 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.-1298925/-

Certified that the required stamp duty of this document is Rs.- 77946 /- and the Stamp duty paid as: Impresive Rs.- 35000/-

### Deficit stamp duty

Deficit stamp duty Rs. 42970/- is paid91807119/01/2010State Bank Of India, KOLKATA, received on 27/01/2010

### Executed by Attorney

#### Execution by

 Rupendra Nath Bose, son of Late Nripendra Nath Bose, Flat No.2 C, 23, Barmashell Colony, 2nd Floor, . . District: North 24-Parganas, WEST BENGAL, India, P.O.: Sodepur By Caste Hindu, By Profession: Others as the constituted attorney of Kanika Bose is admitted by him.

Identified By Banani Basu, wife of Rupendra Nath Basu, 23, Barma Cell, District:-North 24-Parganas, WEST BENGAL, India, P.O. -Sodepur, By Caste: Hindu, By Profession: House wife.

( Tarak Baran Mukherjee ) ADDL. REGISTRAR OF ASSURANCES-II

SERIES OF A SERIES

27.01.10

( Tarak Baran Mukherjee )

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 1

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

Registered in Book -1 CD Volume number 2 Page from 8033 to 8048 being No 00825 for the year 2010.



(Tarak Baran Mukherjee) 28 January-2010 ADDI REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal