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T 2203/13



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 731747

Handwritten notes:
 08/03/13
 12-09

Handwritten notes:
 M.V. Rs. 19,40,000/-
 Q. No. 2984/13



SALE DEED

BETWEEN

MR. SANJIT BAIDYA & STEPHEN BAIDYA VENDORS

AND

ADD DISTRICT SUB REGISTRATION OFFICE BARRACKPORE. 24 PGS (N) SMT. ANAMICA GHOSH PURCHASER

08 MAR 2013

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Addl. Dist. Sub-Registrar
 Barrackpore, North 24 Parganas

08 MAR 2013

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Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BARRACKPORE, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 02538 / 2013, Deed No. (Book - I , 02203/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sanjit Baidya P- 30 Motijhil Avenue, Thana:-Dum Dum, District:-Kolkata, WEST BENGAL, India, Pin 700074	 08/03/2013	 LTI 08/03/2013	<i>Sanjit Baidya</i> 08/3/2013

Signature of the person(s) admitting the Execution at Office.

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sanjit Baidya Address -P- 30 Motijhil Avenue, Thana:-Dum Dum, District:-Kolkata, WEST BENGAL, India, Pin :-700074	Self	 08/03/2013	 LTI 08/03/2013	<i>Sanjit Baidya</i>
	Stephen Baidya Address -P- 30 Motijhil Avenue, Thana:-Dum Dum, District:-Kolkata, WEST BENGAL, India, Pin :-700074	Self	 08/03/2013	 LTI 08/03/2013	<i>Stephen Baidya</i>

Name of Identifier of above Person(s)
 Radip Ghosh Chowdhury
 Chandapuri, Thana:-Titagarh, District:-North
 24-Parganas, WEST BENGAL, India,

Signature of Identifier with Date
Radip Ghosh Chowdhury
 8/3/13



(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the A.D.S.R. BARRACKPORE
District:-North 24-Parganas

Endorsement For Deed Number : I - 02203 of 2013
(Serial No. 02538 of 2013)

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the A.D.S.R. BARRACKPORE
District:-North 24-Parganas

Endorsement For Deed Number : I - 02203 of 2013
(Serial No. 02538 of 2013)

On 08/03/2013

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, 5 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. 21347.00/-, on 08/03/2013

(Under Article : A(1) = 21340/- ,E = 7/- on 08/03/2013)

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.-19,41,000/-

Certified that the required stamp duty of this document is Rs.- 116470 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 111460/- is paid , by the draft number 595489, Draft Date 06/03/2013, Bank : State Bank of India, ANNADAPURI, received on 08/03/2013
2. Rs. 20/- is paid , by the draft number 595504, Draft Date 07/03/2013, Bank : State Bank of India, ANNADAPURI, received on 08/03/2013

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

Presented for registration at 12.09 hrs on :08/03/2013, at the Office of the A.D.S.R. BARRACKPORE by Sanjit Baidya , one of the Executants.

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

Execution is admitted on 08/03/2013 by

1. Sanjit Baidya, son of Lt. Sukumar Baidya , P- 30 Motijhil Avenue, Thana:-Dum Dum, District:-Kolkata, WEST BENGAL, India, Pin :-700074, By Caste Hindu, By Profession : Business
 2. Stephen Baidya, son of Lt. Sukumar Baidya , P- 30 Motijhil Avenue, Thana:-Dum Dum, District:-Kolkata, WEST BENGAL, India, Pin :-700074, By Caste Hindu, By Profession : Business
- Identified By Pradip Ghosh Chowdhury, son of Lt. B N Ghosh Chowdhury, Anandapuri, Thana:-Titagarh, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.



(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

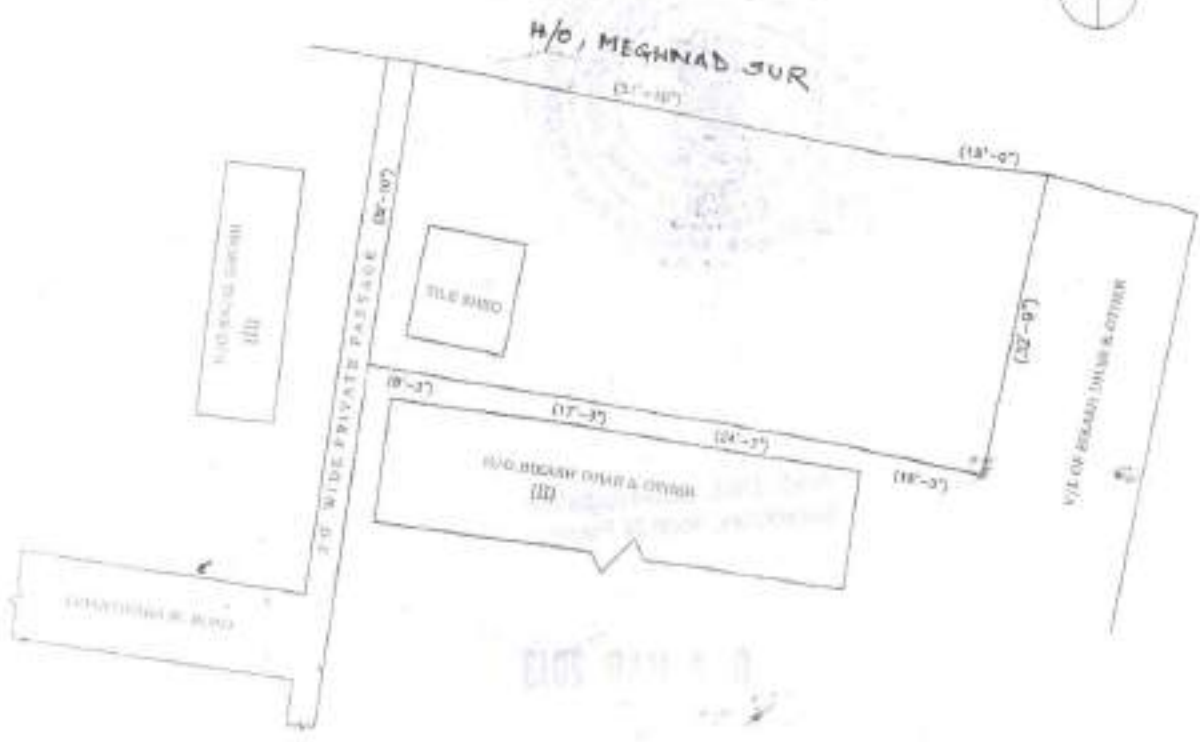
SITE PLAN OF A LAND WITH TILE SHED ON R.S.KHATIAN NO.-4452
 R.S. DAG NO.-4542, J. L. NO. - 04, RESA -39, TOUZI NO. -2998, MOUJA -
 CHANAK, WARD NO. - 06, HOLDING NO-40(17/1), 'H' ROAD, P.S.- TITAGARH,
 UNDER BARRACKPORE MUNICIPALITY, NORTH 24- PARGANAS.

AREA STATEMENTS :-

AREA OF LAND :- 03 KA - 00 CH - 00 S.FT./ 2160 S.FT. (M/L).
 AREA OF TILE SHED - 200 S.FT.

SCALE :- 1:16

Undivided 1/2 share of Land Area = 1000 Sq Chittaks



1) *Sanjit Baidya*
 2) *Stephen Baidya*

SIG. OF OWNER/S.

Sanjay Biswas
 01.03-2013

SANJAY BISWAS,
 Consulting Civil Engineer
 WAB (Struct) & Valuer
 1, Hariyava Road, N. G,
 near, Anandapuri, Barrackpore
 K.P. No. 138






SIG. OF ENGG./L.B.S.



Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

08 MAR 2013






Right hand finger print

Thumb	Fore	Middle	Ring	Little
				


Left hand finger print

Little	Ring	Middle	Fore	Thumb
				

Right hand finger print

Thumb	Fore	Middle	Ring	Little
				

Left hand finger print

Little	Ring	Middle	Fore	Thumb
				

Right hand finger print

Thumb	Fore	Middle	Ring	Little
				

Left hand finger print

Little	Ring	Middle	Fore	Thumb
				



Sanjit Baidya
Sanjit Baidya



Stephen Baidya
Stephen Baidya



Anamica Ghosh
Anamica Ghosh



Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

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THIS SALE DEED is made on this 8th day of March, 2013 BETWEEN (1) MR. SANJIT BAIDYA, (2) STEPHEN BAIDYA, both are sons of Late Sukumar Baidya, by religion Christian, by Nationality Indian, residing at P-30, Motijheel Avenue, Drishti Apartment, P.S.Dum Dum, Kolkata- 700 074, hereinafter jointly 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 respective heirs, successors, executors, administrators, representatives and assigns) OF THE ONE PART

AND

SMT. ANAMICA GHOSH, wife of Sri Kajal Ghosh, by religion Hindu, by Nationality Indian, residing at 46(16), Barasat Road, P.O.Nona-chandanpukur, Barrackpore, P.S.Titagarh, District- North 24 Parganas, hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, successors, executors, administrators, representatives and assigns) OF THE OTHER PART

WHEREAS one Santi Sudha Ghosh purchased land measuring 5 cottahs 8 chittaks in C.S. Dag No.1136, C.S.Khatian no. 1263 of Mouza Chanak, J.L.No.4, R.S.No.39, P.S.Titagarh, District-24 Parganas, by Sale Deed no. 364 dated 10.3.1939 registered in the Office of Sub-Registrar Barrackpore and another plot of land measuring 5 cottahs in the same Dag by Sale Deed No. 916 dated 26.11.1943 registered in the Office of Sub-Registrar Barrackpore and seized and possessed the same by constructing building thereon.

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AND WHEREAS out of her said purchased land the said Santi Sudha Ghosh sold, transferred and conveyed the land measuring 3 cottahs to Smt. Sushama Rani Chakraborty by two separate sale deed no. 3537 and 3538 dated 18.07.1951 registered in the Office of Sub-Registrar Barrackpore.

AND WHEREAS the said Sushama Rani Chakraborty during possession and enjoyment of her said purchased land with structure as absolute owner thereof sold, transferred and conveyed the same to Smt. Usha Rani Dutta by a Sale Deed dated 10.03.1954 registered in the Alipore Sadar Registry Office in Book-I, volume no. 23, pages 156 to 159, being no. 846 for the year 1954.

AND WHEREAS the said Usha Rani Dutta while seized and possessed of her purchased property as absolute owner by exercising all rights of ownership thereon according to law, sold, transferred and conveyed the land measuring 3 cottahs with structures comprised in C.S.Dag No.1136, C.S.Dag No.1263, corresponding to R.S.Dag No.4542, R.S.Khatian No.4452 of Mouza Chanak, J.L.No.4, R.S.No.39, Touzi No.2998, P.S.Titagarh, District- 24 Parganas now North 24 Parganas, to Sri Sukumar Baidya and Smt. Rani Baidya by a Sale Deed dated 04.05.1979 registered in the Office of the Sub-Registrar Barrackpore in Book-I, volume no.39, pages 247 to 253, being no. 1902 for the year 1979.

AND WHEREAS by way of purchase the said Sukumar Baidya and Smt. Rani Baidya, predecessor of the present vendor, jointly became the absolute owner of the said property and seized and possessed the same by mutating their names in the record of the Barrackpore Municipality being holding no. 40(17/1), 'H' Road,

and



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within ward no.6 and also by exercising all rights of ownership thereon according to law.

AND WHEREAS during their joint possession and enjoyment of the said property Sukumar Baidya died intestate on 27.7.1983 and Rani Baidya died on 03.02.2001 leaving behind their three sons viz. Mr. Sanjit Baidya, Mr. Stephen Baidya and Mr. James Monojit Baidya and one daughter Mrs. Subhra Banerjee as their legal heirs.

AND WHEREAS the said James Monojit Baidya died on 23.03.2005 leaving behind him his wife Mrs. Tara Baidya, one daughter Mrs. Madhumita Bhadra and one son Mr. Satyajit Baidya as his legal heirs.

AND WHEREAS at present Mr. Sanjit Baidya, Mr. Stephen Baidya and Mrs. Subhra Banerjee became the owner of the said property having $\frac{1}{4}$ th share each and Mrs. Tara Baidya, Mrs. Madhumita Bhadra and Mr. Satyajit Baidya (heirs of Late James Monojit Baidya) collectively became owner of $\frac{1}{4}$ th share in the said property and jointly enjoying and possessing the same.

The Vendors are now seized and possessed of or otherwise well and sufficiently be entitled to the undivided $\frac{1}{2}$ share in land measuring 3 (three) cottahs more or less with Tile shed structure standing thereon comprised in C.S.Dag No.1136, C.S.Dag No.1263, corresponding to R.S.Dag No.4542, R.S.Khatian No.4452 of Mouza Chanak, J.L.No.4, R.S.No.39, Touzi No.2998, being Municipal holding no.40(17), 'H' Road, within Ward no.6 of Barrackpore Municipality, P.S.Titagarh, District-North 24 Parganas, morefully and particularly described in the schedule below, as absolute owner thereof free from all encumbrances and attachments whatsoever

And



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and enjoying and possessing the same by exercising all rights of ownership thereon according to law.

AND WHEREAS the Vendors have agreed with the purchaser for absolute sale to her ALL THAT undivided $\frac{1}{2}$ share of land measuring 1 cottahs 8 chittaks out of total land 3 cottahs more or less with tile shed structure measuring 200 sft. morefully and particularly described in the schedule below, together with all easement and appurtenances attached thereto being a portion of Municipal Holding no.40(17), 'H'Road, within Ward no.6 of Barrackpore Municipality, Comprised in C.S.Dag nos.1136, C.S.Khatian No.1263,R.S. Dag no. 4542, R.S. Khatian no. 4452 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.4,00,000/- (Rupees four Lac only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement and in Consideration of the said Sum of Rs.4,00,000/-(Rupees four Lac 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 portion of 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 her heirs, executors, administrators, representatives and Successors at law ALL THAT piece and parcel of undivided $\frac{1}{2}$ share of land measuring 1 cottahs 8 chittaks out of land measuring 3 cottahs together with 200 sft. Tile shed structure morefully and particularly described in the schedule below and delineated with RED border lines

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in the plan annexed hereto together with all easement and appurtenances attached thereto Comprised in C.S.Dag nos. 1136, C.S.Khatian No.1263, R.S.Dag. No.4542, R.S. Khatian No.4452 of Mouza-Chanak, J.L. No. 4, R. S. No. 39, Touzi No. 2998, being a portion Municipal holding no.40(17) 'H' Road, within Ward no.6 of Barrackpore Municipality, P.S.Titagarh, District-24 Parganas(N), 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 thereof A N D the reversion or reversions remainder or reminders, 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 building 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, 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 portion of the building 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

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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 themselves good right over the land and building is now fully, lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and building 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 themselves good right, full power and absolute authority to grant, transfer and convey the said land and portion of building hereinbefore granted, transferred or conveyed or otherwise expressed or intended to so be unto and to the use the purchaser her 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 ground floor of the 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



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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 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 her name in the Office of the Collector, North 24 Parganas as well as in the other 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 they are the absolute owner of $\frac{1}{2}$ share in the property and they acquired the land with structures by way of inheritance, the vendors have good title, full power and absolute right and authority to transfer the same.



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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 Vendors' title or their 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 them.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of undivided $\frac{1}{2}$ share Bastu land measuring 1 (one) cottah 8(eight) chittaks out of total land measuring 3(three) cottahs more or less together with tile shed structures standing thereon having covered area 200 sft. Comprised in C.S.Dag nos.1136, C.S.Khatian No.1263, R. S. Dag no.4542, R. S. Khatian no.4452 of Mouza-Chanak, J.L. No. 4, R.S. No. 39, Touzi no. 2998, being Municipal Holding no. 40(17/1), 'H' Road, within Ward no. 6 of Barrackpore Municipality, P.S. Titagarh, District - 24 Parganas (North) together with all easements and appurtenances attached thereto butted and bounded by :

North: H/O Meghnath Sur.

South: H/O. Bikash Dhar & Others.

East : Vacant Land of Bikash Dhar & Others.

West : 3' ft. wide private passage thereafter property of Kajal Ghosh.

IN WITNESS WHEREOF the Parties hereto have hereunder set and subscribed their respective hands and seals on the day, month and year first above written.

Witnesses:

1) Surajit Baidya
H/17/1 Anandapuri Road
Barrackpore . P.S. Titagarh
Kolkata 700122

Surajit Baidya
Stephen Baidya
Signature of the Vendor

2) Subha Banerjee
79, Sant Chatterjee Road



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MEMO OF CONSIDERATION

Received from the within named purchaser the within mentioned Sum of Rs.4,00,000/- (Rupees four Lac) only towards total consideration price for sale of above mentioned property by cash and cheque on different dates

Sulajit Baidya ✓

Stephen Baidya ✓

Signature of the Vendor

Witnesses :

1) Sulajit Baidya
H/17/1 Anandapuri Road
Barrackpore P.S. Titagarh
Kolkata 700122 ✓

2) Subhra Baidya
79, Sarat Chatterjee Road.
P.S. Laketown
Kolkata - 700089 ✓

Drafted & Prepared by :

Aniruddha Ghosh
ADVOCATE, WB/1186/81
ALIPORE JUDGES' COURT,
KOLKATA-700027. ✓




Add. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 4892 to 4908
being No 02203 for the year 2013.




(Subhas Chandra Majumdar) 15-March-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal