

DEED-1A

BIG+7

I 2273



10/20/2016 पश्चिम बंगाल WEST BENGAL

C 239435

Condition of the Deed is as follows:-
 The Deed is subject to the provisions of the
 Transfer Act, 1882 and the provisions
 of the Transfer Act, 1929.

Sphorshany

108, Durgam Chok, Bangalore
 Bangalore Dist. Karnataka
 18 MAR 2016

Market Value Rs. 16,20,003/-
 vide Query No.02050000388855/2016

DEED OF SALE OF Rs. 8,00,000/-

Area of land sold is : 10 cottahs

comprising part of R.S. Plot No. 518

situated in Mouza : Palasdiha, P.S. Asansol

THIS DEED OF SALE made on this the 18th day
 of March in the year 2016 by :

12/1

(2)

1. SRI TAPAS KUMAR ROY (PAN: ALGPR1207B) 2. SRI ARUP KUMAR ROY (PAN: ALGPR1206A), both sons of Late Manikeshwar Roy, both by faith Hindu, citizenship Indian, residents of : Palashdiha, P.O. Kanyapur, Pin 713341, P.S. Asansol (North), Dist. Burdwan hereinafter jointly and severally called the 'VENDORS' (which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the ONE PART.

IN FAVOUR OF

EJAZUL HAQUE (PAN: ABDPH8396Q) S/o Late Misbahul Haque, by faith Muslim, occupation business, citizenship Indian, resident of : Mahabat Toli, P.O. & P.S. Bettiha, Pin 845438, Dist. West Champaran, (Bihar) hereinafter called the 'PURCHASER' (Which expression shall unless excluded by or repugnant to the context include all his heirs, successors, legal representatives and assigns) of the OTHER PART.

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(3)

WHEREAS schedule below lands including other lands of Mouza Palasdiha, P.S. Asansol originally belonged to one Sarada Prasad Roy of Palasdiha, P.S. Asansol and in his lifetime the said lands had been duly recorded in his name in the C.S. Record of Rights.

AND WHEREAS aforesaid Sarada Prasad Roy while exercising all his right, title and interest in respect of the above noted lands, he died leaving his four sons namely (i) Bisweshwar Roy (ii) Bhubaneshwar Roy (iii) Rameswar Roy and (iv) Manikeshwar Roy as his only legal heirs who inherited the said ejmali lands left by deceased Sarada Prasad Roy in equal 1/4th share each under the provisions of Hindu Succession Act 1956 and subsequently the said lands duly recorded in their names in the R.S. Record of Rights.

AND WHEREAS aforesaid Manikeshwar Roy while owning and possessing his undivided 1/4th share in ejmal of the above noted landed property, he died leaving his two sons namely Sri Tapas Kumar Roy and Sri Arup Kumar Roy i.e. the Vendors herein as his only legal heirs who inherited the lands of their deceased father Manikeshwar Roy in equal 1/2 half share each.

AND WHEREAS aforesaid Bisweshwar Roy while owning and possessing his undivided 1/4th share in ejmal of the above noted landed property, he died leaving his two sons namely Sri Nilkantha Roy and Suresh Chandra Roy (since deceased) as his only legal heirs who inherited the lands

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(4)

of their deceased father Bisweshwar Roy in equal 1/2 half share each. Subsequently said Suresh Chandra Roy died leaving his two sons Sri Subhendu Roy and Sri Indranath Roy both sons of Late Suresh Chandra Roy as his only legal heirs who inherited the said lands left by their deceased father Suresh Chandra Roy in equal share each.

AND WHEREAS Sri Nilkantha Roy, Sri Subhendu Roy and Sri Indranath Roy for their separate possession and actual share of the ejmali property, they filed a partition suit dated 27/06/2005 being Title Suit No. 71/2005 in the court of the Civil Judge, Senior Division, Asansol claiming partition of the said landed property by metes and bounds. In the said suit, the Vendors Sri Tapas Kumar Roy and Sri Arup Kumar Roy and their mother and Smt. Sabita Roy, i.e. legal heirs of Manikeshwar Roy and Sri Kiron Shankar Roy and Dhiraj Shankar Roy i.e. legal heirs of Rameshwar Roy and successor of Bhubaneshwar Roy namely Bakul Roy were impleaded as defendants No. 1-6 of the said Title Suit.

AND WHEREAS in accordance therewith, a compromise partition signed by all the parties named above was filed in the said Title Suit praying for passing a decree in terms of the said compromise petition.

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(5)

AND WHEREAS by virtue of a compromise decree dated 17/11/2009 passes by the Ld. Judge, Lok Adalat, Asansol in the above suit in terms of the said compromise petition, the Vendors Sri Tapas Kumar Roy and Sri Arup Kumar Roy as the defendants of the said Title Suit got the schedule below lands including other lands in their share whereby the Vendors have become absolute owners of the schedule mentioned lands having no connection with others.

AND WHEREAS in the above circumstances the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the schedule mentioned land including other lands which are free from all encumbrances, charges and/or mortgages;

AND WHEREAS the Vendors being in urgent need of money to meet their legal requirements and expenses declared and expressed their intention to sell and transfer the schedule mentioned land of Mouza Palasdiha, P.S. Asansol which is more fully mentioned in the schedule below.

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(6)

AND WHEREAS the Purchaser having come to know such intention and declaration of the Vendors proposed and offered to purchase the schedule mentioned lands at a total consideration of Rs. 8,00,000/- (Rupees eight lac) only;

AND WHEREAS the Vendors considering the said price as fair, proper, reasonable and highest according to present market value prevailing in the locality accepted the said offer of the Purchaser and agreed to sell, convey and transfer the schedule mentioned lands unto and in favour of the Purchaser at and for the said consideration of Rs. 8,00,000/- (Rupees eight lac) only on the terms mentioned hereinbelow :-

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :-

That in pursuance of the said agreement between the Vendors and the Purchaser and in consideration of the said sum of Rs.8,00,000/- (Rupees eight lac) only paid by the Purchaser to the Vendors (the receipt whereof the Vendors doth hereby admit and acknowledge) as total price of the said land, the Vendors doth hereby grant, convey sell and transfer all that land more fully mentioned and described in the schedule below together with the right of path, passage, lights, liberties, privileges, easement & appurtenance whatsoever attached and concerning to the said land free from any or all encumbrances

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(7)

TO HAVE AND TO HOLD the said land hereby granted, conveyed, and transferred unto and to the use of the said Purchaser absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise AND THAT the said Vendors for themselves, their heirs and successors doth hereby declare and covenant with the said Purchaser that the Vendors have good title, full power and absolute right to sell and transfer the said land and further declare that they are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and that the Vendors have not in any way encumbered the said land intended to be conveyed by this Deed of Sale AND THAT the said Purchaser including all his heirs, successors and legal representatives shall and may at all times peacefully/quietly hold, possess, use and enjoy the said land as lawful and rightful owner thereof with liberty to raise/erect all sorts of constructions upon the said land in accordance with law without any interruptions, obstructions, claim and/or demand whatsoever from or by the Vendors or any person/ persons lawfully/equitably claiming under or in trust for them AND THAT the said Vendors shall and will for all times to come at the cost and request of the said Purchaser do or execute or cause to be done or executed all such acts, deeds and/or things for further or more perfectly assuring the title of

Contd. Page 8

(8)

the Purchaser relating to the said land and that the Vendors doth hereby further declare and covenant with the said Purchaser that if it transpires that the schedule mentioned land is not free from all encumbrances and/or the Vendors have no valid perfect and marketable title to the said land as hereinbefore stated by the Vendors in that event the Vendors including all their legal heirs and successors will be bound to pay back the entire consideration amount with legal interest to the Purchaser and shall also be liable to make good and indemnify all losses and damages which the Purchaser may suffer due to any defect in the title of the Vendors in respect of the said land hereby sold to the Purchaser.

It is further declared by the Vendors that the Purchaser by virtue of this Deed of Sale will be competent and entitled to get his name mutated in the records of S.D.L. & L.R.O., Extn. Part-1, Asansol under the state of West Bengal and the Vendors undertake to render all such help and assistance as will be found essential in this regard.

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(9)

SCHEDULE OF THE LAND ABOVE REFERRED TO :

In the District of Burdwan, Police Station Asansol, Sub Division & Addl. Dist. Sub Registry Office Asansol within Mouza Palasdiha, J.L. No. 17 all that 'Kanali' class of land measuring 10 (ten) cottahs equivalent to 7200 (seven thousand two hundred) sft. comprising part of R.S. Plot No. 518 (five hundred eighteen) corresponding to L.R. Plot No. 628 under R.S. Khatian No. 464 corresponding to L.R. Khatian No. 265 with all easement rights are hereby sold by this Deed of sale.

Proposed use of land : Bastu.

The said land hereby sold is more specifically delineated in the sketch map hereto annexed and thereon shown in Red border which shall form part of this Deed.

The proportionate annual rent is payable to the State of West Bengal through S. D. L. & L. R. O. Extn. Part-1, Asansol.


MEMO OF CONSIDERATION

1. Rs. 4,00,000/- (Rupees four lac) only paid by cheque No.105974 dated 18/03/2016 of Axis Bank Ltd. Bettiah (BH), 845438 Branch.
2. Rs. 4,00,000/- (Rupees four lac) only paid by cheque No.298528 dated 18/03/2016 of P.N.B. Bastin Bazar Asansol Branch.

Contd. Page 10

IN WITNESS WHEREOF the Vendors named above signed and executed this Deed of Sale on the day, month and year first above written.

Witnesses :

1. 
श्री. जगन्नाथ प्रसाद
श्री. जगन्नाथ प्रसाद
श्री. जगन्नाथ प्रसाद
श्री. जगन्नाथ प्रसाद
श्री. जगन्नाथ प्रसाद (30/11)
श्री. जगन्नाथ प्रसाद

1. Jagan Kumar Roy
2. Anup Kumar Roy

Signature of the Vendors

2. Krishna Gopal Roy
of - Palashdaha

Prepared by me as per instruction by the Vendors and read over, explained to the Vendors and printed in my office.



(Shikha Char)

Advocate, Asansol Court
Enrl. No. F/323/602/2013

(10)

IN WITNESS WHEREOF the Vendors named above signed and executed this Deed of Sale on the day, month and year first above written.

Witnesses :

1. 
नाम - जगन्निबिहारी मजरा
पता - बरगडिबारा
जिला - बरगडिबारा (उप)
पेशा - बरगडिबारा

1. Jagan Kumar Roy
2. Anup Kumar Roy

Signature of the Vendors

2. Krishna Gopal Roy
of - Palashdika

Prepared by me as per instruction by the Vendors and read over, explained to the Vendors and printed in my office.


(Shikha Char)

Advocate, Asansol Court

Enr. No. F/323/602/2013



Syazul Hafiz

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Syazul Hafiz



Japas Kumar Roy

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Japas Kumar Roy



Arup Kumar Roy

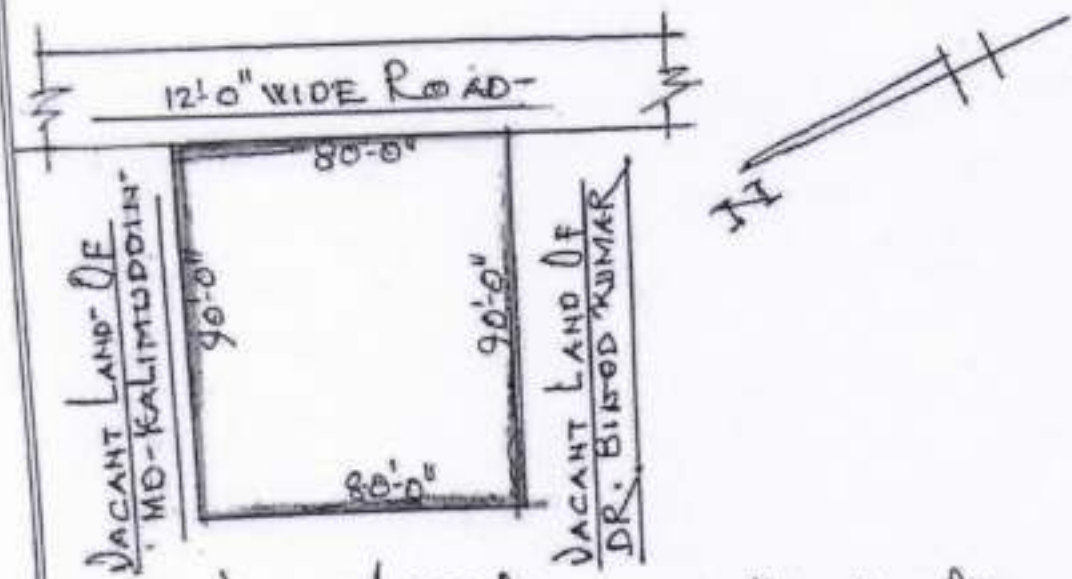
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Arup Kumar Roy



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

SITE MAP SHOWING THE LAND SOLD BY: 1. SRITAPAS KUMAR ROY AND 2. SRI ARUP KUMAR ROY, BOTH SONS OF LATE MANIKESHWAR ROY IN FAVOUR OF EJAZUL HAQUE, SON OF LATE MISBAHUL HAQUE WITHIN MOUZA PALASHDIHA, J.L. NO. 17, P.S. ASANSOL, DIST. BURDWAN ON R.S. PLOT NO. 518 UNDER R.S. KHATIAN NO. 464 CORRESPONDING TO L.R. PLOT NO. 628 UNDER L.R. KHATIAN NO. 265, AREA OF LAND 10 COTTAHS 0 CHHATAK 0 SFT. SOLD AREA SHOWN IN RED BORDER.



1. Sripas Kumar Roy
2. Arup Kumar Roy



SIGNATURE OF VENDORS.



SITE PLAN
(SCALE 10'-0" = 1")

DRAWN BY: Kashi Nath Roy
(SMILE. B.R.M.B. Rd. Asansol)

Seller, Buyer and Property Details

Buyer Details

Presentant Details		
Name, Address, Photo, Finger print and Signature of Presentant		
Shri Tapas Kumar Roy Son of Late Manikeshwar Roy Palashdiha, P.O:- Kanyapur, P.S:- Asansol, District:-Burdwan, West Bengal, India, PIN - 713341	 18/03/2016 1:05:05 PM	 LTI 18/03/2016 1:05:10 PM
	Tapas Kumar Roy 18/03/2016 1:05:23 PM	

Seller Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Shri Tapas Kumar Roy Son of Late Manikeshwar Roy Palashdiha, P.O:- Kanyapur, P.S:- Asansol, District:-Burdwan, West Bengal, India, PIN - 713341 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ALGPR1207B,; Status : Individual; Date of Execution : 18/03/2016; Date of Admission : 18/03/2016; Place of Admission of Execution : Office	 18/03/2016 1:05:05 PM	 LTI 18/03/2016 1:05:10 PM
		Tapas Kumar Roy 18/03/2016 1:05:23 PM	

Seller Details

Name, Address, Photo, Finger print and Signature

2
Shri Arup Kumar Roy
Son of Late Manikeshwar Roy
Palashdiha, P.O:- Kanyapur, P.S:- Asansol,
District:-Burdwan, West Bengal, India, PIN -
713341 Sex: Male, By Caste: Hindu, Occupation:
Others, Citizen of: India, PAN No. ALGPR1206A,
Status : Individual; Date of Execution :
18/03/2016; Date of Admission : 18/03/2016;
Place of Admission of Execution : Office



18/03/2016 1:05:31 PM



LTI


18/03/2016 1:05:44 PM

Arup Kumar Roy

18/03/2016 1:05:58 PM

Buyer Details	
Sl. No.	Name, Address, Photo, Finger print and Signature
1	Ejazul Haque Son of Late Misbahul Haque Mahabat Toll, P.O:- Bettiha, P.S:- BETTIHA NAGAR, District:-Pashchim Champaran, Bihar, India, PIN - 845438 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. ABDPH8396Q;; Status : Individual

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	SADHAN PAL Son of Giridhari Pal Gobindapur, P.O:- Kanyapur, P.S:- Asansol, District:-Burdwan, West Bengal, India, PIN - 713341 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Shri Tapas Kumar Roy, Shri Arup Kumar Roy	 18/03/2016 1:06:15 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: Burdwan, P.S:- Asansol, Municipality: ASANSOL MC, Road: Unassessed Municipal Road, Road Zone : (On Road -- On Road) , Mouza: Palasdiha	RS Plot No:- 518 RS Khatian No:- 464	10 Katha	8,00,000/-	16,20,003/-	Proposed Use: Bastu, ROR: Kanail, Width of Approach Road: 12 Ft., Adjacent to Metal Road,

Transfer of Property from Seller to Buyer				
Sch No.	Name of the Seller	Name of the Buyer	Transferred Area	Transferred Area in(%)
L1	Shri Tapas Kumar Roy	Ejazul Haque	8.25	50
	Shri Arup Kumar Roy	Ejazul Haque	8.25	50

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Shikha Char
Address	Asansol Court, Thana : Asansol (S), District : Burdwan, WEST BENGAL
Applicant's Status	Advocate

Office of the A.D.S.R. ASANSOL, District: Burdwan
Endorsement For Deed Number : I - 020502273 / 2016

Query No/Year	02050000388855/2016	Serial no/Year	0205002185 / 2016
Deed No/Year	I - 020502273 / 2016		
Transaction	[0101] Sale, Sale Document		
Name of Presentant	Shri Tapas Kumar Roy	Presented At	Office
Date of Execution	18-03-2016	Date of Presentation	18-03-2016
Remarks			

On 18/03/2016

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 of Indian Stamp Act 1899.

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

Presented for registration at 10:20 hrs on : 18/03/2016, at the Office of the A.D.S.R. ASANSOL by Shri Tapas Kumar Roy , one of the Executants.

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 16,20,003/-

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

Execution is admitted on 18/03/2016 by

Shri Tapas Kumar Roy, Son of Late Manikeshwar Roy, Palashdaha, P.O: Kanyapur, Thana: Asansol, , Burdwan, WEST BENGAL, India, PIN - 713341, By caste Hindu, By Profession Others
Indetified by SADHAN PAL, Son of Giridhari Pal, Gobindapur, P.O: Kanyapur, Thana: Asansol, , Burdwan, WEST BENGAL, India, PIN - 713341, By caste Hindu, By Profession Others

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

Execution is admitted on 18/03/2016 by

Shri Arup Kumar Roy, Son of Late Manikeshwar Roy, Palashdaha, P.O: Kanyapur, Thana: Asansol, , Burdwan, WEST BENGAL, India, PIN - 713341, By caste Hindu, By Profession Others
Indotified by SADHAN PAL, Son of Giridhari Pal, Gobindapur, P.O: Kanyapur, Thana: Asansol, , Burdwan, WEST BENGAL, India, PIN - 713341, By caste Hindu, By Profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 17,827/- (A(1) = Rs 17,820/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 17,827/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 97,210/- and Stamp Duty paid by Draft Rs 92,220/-, by Stamp Rs 5,000/-

Impressed type of Stamp

Rs 200/- is paid on Court Fees.

Rs 5,000/- is paid on Impressed type of Stamp, Serial no 156, Purchased on 16/03/2016, Vendor named P
Das.

Description of Draft

1. Rs 44,220/- is paid, by the Bankers cheque No: 000429084099, Date: 16/03/2016, Bank: STATE BANK OF
INDIA (SBI), ASANSOL.

2. Rs 48,000/- is paid, by the Bankers cheque No: 000429084100, Date: 16/03/2016, Bank: STATE BANK OF
INDIA (SBI), ASANSOL.

Saurav Roychowdhury

(Saurav Roychowdhury)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ASANSOL

Burdwan, West Bengal

of Registration under section 60 and Rule 69.
entered in Book - I
number 0205-2016, Page from 47552 to 47571
No 020502273 for the year 2016.



Digitally signed by SAURAV
ROYCHOWDHURY
Date: 2016.03.30 13:51:27 +05:30
Reason: Digital Signing of Deed.

Saurav Roychowdhury

(Saurav Roychowdhury) 30/03/2016 13:51:26
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.

(This document is digitally signed.)