

1701

20

T-0472/09

भारतीय नैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

487885

switted that the document is admitted to registration. The signature sheet and the endorsement sheets attached with this document are the part of this document.

8057

Add. District Sub Registrar
Barrackpore, 24 P. S. (R)

20 MAY 2009

THIS DEED OF SALE made this 6th Day of May

Two Thousand Nine (.2009) BETWEEN 1) SRI NANDALAL BERA, 2) SRI NARAYAN CHANDRA BERA, 3) SRI ANIL CHANDRA BERA all by faith Hindu, all by occupation

Ultimation all sons of Sri Akshoy Kumar Bera, 4) SMT. KAMALA BERA w/o Late Paresh Chandra Bera and 5) SMT. CHAITALI DAS w/o Sri Sukumar Das w/o Sri Sukumar Das all residing at Koirapur, P.S. Jagaddal, Dist. 24 Parganas (N) hereinafter called the Vendors (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators, and assigns) of the **ONE PART**.

A N D

GHOSH BROTHERS REALTORS PVT. LTD. A Private Limited Company incorporated under the Companies Act 1956, having its Registered office at Block 'D' 2nd floor, D-204, City Centre, Salt Lake, Kolkata - 700064, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office and assigns) of the **OTHER PART**, being represented by one of its Director **SRI PRATUL KUMAR GHOSH** s/o Sri Pranab Kumar Ghosh of Block - V, Flat No. 5A, SILVER SPRING, Kolkata - 700105.

WHEREAS one Sakiron Bibi w/o Nurul Huda was the absolute Owner of some Sali and Danga land measuring about 1.29 decimal in Mouza - Jaffarpur, Touzi No. 6, Khatian No. 135, Dag Nos. 532, 629, 644 by virtue of Registered Sale Deed executed by one Samsher Ali and absolutely seized and possessed of the same by recording her name in the Settlement record.

AND WHEREAS said Sakiron Bibi sold her said property in Dag No. 532, measuring about .24 decimal, in Dag No. 629 measuring about .11 decimal and in Dag No. 644, .94 decimal, total measuring about 1.29 decimal land to Nandalal Bera, Naryan Chandra Bera, Paresh Chandra Bera, Anil Chandra Bera by virtue of Sale Deed dated 6th July 1964 registered in the office of A.D.S.R. Barrackpore, and recorded in Book No. 1, Being No. 3533 for the year 1964 and since then said Nandalal Bera, Narayan Chandra Bera, Paresh Chandra Bera and Anil Chandra Bera jointly seized and possessed of the same.

AND WHEREAS said Paresh Chandra Bera died intestate leaving behind wife Smt. Kamala Bera and daughter Smt. Chaitali Das as his herein and legal representatives and the undivided share of the property left by the deceased devolved upon them according to Hindu Succession Law.

AND WHEREAS due to actual financial needs the Vendors have announced to sell .37 decimal land out of their said property measuring about 1.29 decimal and the Purchaser has offered to purchase the same at and for the total consideration of Rs.9,64,243/- (Rupees Nine Lakh Sixty four thousand two hundred forty three) only and the Vendors have agreed to sell the same to the Purchaser at the said consideration.

NOW THIS INDENTURE WITNESSETH THAT :

In pursuance of the said Agreement and in consideration of the said sum of Rs.9,64,243/- (Rupees Nine Lakh Sixty four

thousand two hundred forty three only paid by the Purchaser to the vendors on or before the execution of these presents (receipt whereof the vendors doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever release, discharge and acquit the Purchaser and the said land) the Vendors doth hereby grant, sell, transfer, convey, assign and assure unto the Purchaser the said land i.e. ALL THAT the piece and parcel of Sali and Danga land, admeasuring .37 decimal more or less, out of total land measuring 1.29 decimal situate, lying in Mouza - Jafarpur, Dag No. 629, 644 under Khatian No. 135, R.S. No. 10, J. L. No. 9, P. S. Tatagarh, District North 24 Parganas(N), more fully described in the SCHEDULE hereto and delineated on the Map or Plan annexed herewith and bordered 'RED' thereon and hereinbefore as well as hereafter called the 'Said Land' or Howsoever other wise the said land now are or is or at any time hereto before were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETGHER WITH all areas, fences, passages, sewers, drains, water, water courses, trees, bushes hedges, crops, benefit advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the said land or in anywise appertaining thereto or any part thereof usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel of member thereof or appurtenant thereto AND the reversion or reversions,

remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be AND all the estate, right, title, interest, inheritance, use trust, property, claim and demand whatsoever both at law and in equity of the vendors into, upon or in respect of the said land or any part thereof AND all deeds, pattas, muniments, writings and evidences of title relating to the said land or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendors or any person or persons from whom the vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said land and all and singular, the lands, hereditaments, messuages, benefits, rights and properties hereby rented, sold conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, trusts, liens, lispenders, charges, attachments, claimants, bargadars (share-croppers) requisitions, acquisitions, vesting and alignments whatsoever.

II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS

- i) That notwithstanding any act, deed, matter or things whatsoever by the Vendor or any of their predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, the vendors are

now lawfully and rightfully seized and possessed of and or otherwise well and sufficiently entitled to the said land and all together properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid.

ii) And that notwithstanding any act, deed, matter or things done as aforesaid, the Vendor who has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said land and all properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents.

iii) And That the said land and all other properties, rights and benefits hereby granted, sold conveyed, transferred, assigned and assured or intended so to be and each of them are now free from all encumbrances, demands, claims, charges, liens, attachments, vest. leases, lispensens, uses, debutters or trust made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in the said land from under or in trust for the Vendors.

iv) And That the vendors have at or before the execution of this conveyance, delivered vacant and peaceful possession of the entirety

RECEIVED from the withinnamed Purchaser
withinmentioned sum of Rs.9,64,243/- (Rupees
Nine Lakh Sixty four thousand two hundred
forty three) as full consideration as per memo below :

MEMO OF CONSIDERATION

D/D. No. Date Bank & Branch Amount.

By Cheque & D.D.

Rs. 9,64,243/-

Witnesses :

1. Sreemanta Bera

2. Jyoti Chatterjee

Signature of Kamala Bera

Signature of Sreemanta Bera

Signature of Jyoti Chatterjee



Let. S of Kamala Bera
& the son of Sreemanta Bera

SIGNATURE OF THE VENDORS

Printed by :

Prasanta Roy
Prasanta Roy
Alipore Court,
Kolkata - 27

of the said land to the Purchaser and the Vendors have no claim of any nature whatsoever against the Purchaser.

v) And that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the said land and every part thereof and receive the rents, issues and profits thereof and all other benefit rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the vendors.

vi) And That free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the cost and expenses of the vendors well and sufficiently entitled saved and indemnified of from and against all charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the vendors or any of their predecessors in title or any person lawfully or equitably claiming as aforesaid.

vii) And That the Vendors shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, barges, vesting, attachments, dispendens, uses, debutters, trusts, claim and demand of any and every nature whatsoever by or against the Vendors or any person lawfully of

viii) AND ALSO THAT the vendors and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the said land or any part thereof from under or in trust for the vendors shall and will from time to time and at all times hereafter, at the request and costs of the Purchaser, at the request and costs of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the said land and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required.

ix) AND ALSO THAT the Vendors have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said land and other benefic and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Sali and Danga Land measuring .37 decimals more or less out of total land measuring 1.29 decimal land lying and situated in Mouza - Jafarpur, Touzi No. 6, J.L. No. 9, R.S. No. 10, R.S. Dag Nos. 629, 644 under Khatian No. 135 P.S. Titagarh, District 24 Parganas (North) together with



Pt

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger

Name 863104 YN

Signature



G. Ghosh

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name Pratul K Ghosh

Signature Pratul K Ghosh

PHOTO

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

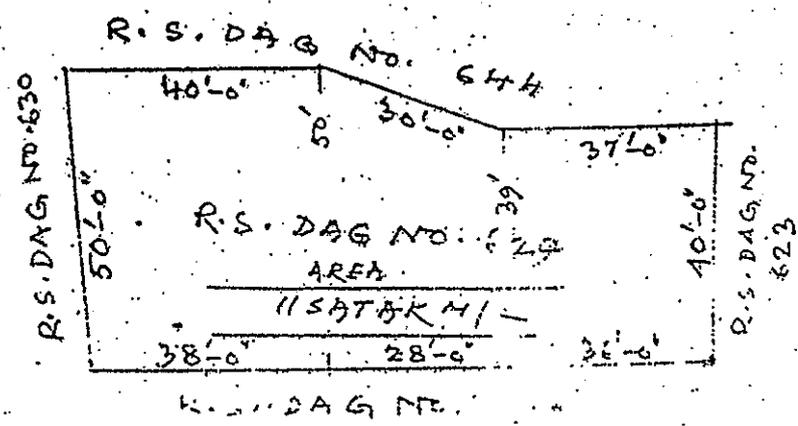
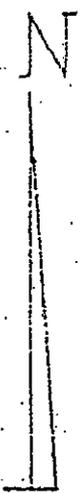
Signature

PHOTO

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

SITE PLAN ON R.S. DAG NO. 629 UNDER
 KH. NO. 135 CF MOUDA TAFFAR PUR. PL. NO.
 9. P.S. - TITAGARH, DIST. - N/24 PARGANAS.
 UNDER MOHAN PURGRAM PANCHAYET.
 SCALE 1" = 30'-0"

AREA STATEMENT
 Total LAND AREA - 11 SATAK ML.
 AREA SOLD : 106 DEC.



VENDOR'S SIGNATURE

[Handwritten signature]
 Director

Ghosh Brothers Realtors Pvt. Ltd.

[Handwritten signature]
 Director

[Handwritten signature]
 by the pm of Sreemanta Bern
 66/67 4/2

Drawn by
[Handwritten signature]
 DA. 19.1.09

Government Of West Bengal
Office of the A. D. S. R. BARRACKPORE
BARRACKPORE
Endorsement For deed Number 144722 of :2009
(Serial No. 04701, 2009)

2. Chaitali Das wife of Sukumar Das Koirapur 24pgs(n) Thana Jagatddal, By caste Hindu, by Profession
:House wife
Identified By Sreemanta Bera, son of Birendra Nath Bera Kayrapur Shyamnagar 24pgs(n) Thana: Jagatddal, by caste
Hindu, By Profession Others.

Name of the Registering officer :Malay Bhushan
Bhattacharyya.
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

On 20/05/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number
23,4,5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955. Court fee stamp paid
Rs. 10.00/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 16588/- E = 14/- on:20/05/2009

Deficit stamp duty

Deficit stamp duty Rs 77905/- is paid, by the draft number 221434. Draft Date 06/05/2009 Bank Name State Bank Of
India, P B B Saltlake Cal. received on :20/05/2009

Name of the Registering officer :Malay Bhushan
Bhattacharyya
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

[Malay Bhushan Bhattacharyya]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
BARRACKPORE
Govt. of West Bengal

Page : 2



Government Of West Bengal
Office of the A. D. S. R. BARRACKPORE
BARRACKPORE
Endorsement For deed Number :I-04722 of :2009
(Serial No. 04701, 2009)

On 06/05/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 19.30 hrs on :06/05/2009, at the Private residence by Pratul Kumar Ghosh Claimant

Admission of Execution(Under Section 58)

Execution is admitted on 06/05/2009 by

1. Nandalal Bera, son of Akshoy Kumar Bera, Koirapur 24pgs(n) Thana Jagatddal, By caste Hindu, by Profession :Cultivation
 2. Narayan Chandra Bera, son of Akshoy Kumar Bera, Koirapur 24pgs(n), Thana Jagatddal, By caste Hindu, by Profession :Cultivation
 3. Anil Chandra Bera, son of Akshoy Kumar Bera, Koirapur 24pgs(n) Thana Jagatddal, By caste Hindu, by Profession :Cultivation
 4. Pratul Kumar Ghosh, Director, Ghosh Brothers Realtors P V T L T D, Block - D, 2nd Floor, D - 204, City Centre Salt Lake, Kol. - 700064, profession :Private Service
- Identified By: Sreemanta Bera, son of Birendra Nath Bera Kayrapur Shyamnagar-24pgs(n) Thana: Jagatddal, by caste Hindu, By Profession :Others.

Name of the Registering officer : Malay Bhushan,
Bhattacharyya
Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On 08/05/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-1508964/-

Certified that the required stamp duty of this document is Rs 75468 /- and the Stamp duty paid as: Impressive Rs- 5000

Admission of Execution(Under Section 58)

Execution is admitted on 08/05/2009 by

1. Kamala Bera, wife of Lt. Paresh Chandra Bera, Koirapur 24pgs(n), Thana Jagatddal, By caste Hindu, by Profession :House wife


[Malay Bhushan Bhattacharyya]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
BARRACKPORE
Govt. of West Bengal.



easement rights within the jurisdiction of the Mohanpur Gram Panchayet together with easement rights clearly demarcated by RED Border in the Plan annexed hereto.

<u>R.S.Dag No.</u>	<u>Kh. No.</u>	<u>Nature of Land</u>	<u>Area of Land</u>
629	135	Danga	.05 decimal
644	135	Sali	.32 decimal
<u>Total Land: .37 decimal</u>			

And the said property is butted and bounded as follows and the proportionate rent is payable to the Dist. Collector, 24 Pgs. (N)

On the North

On the South : R.S Dag No. 628

On the East : R. S.Dag No. 623

On the West : R. S. Dag No. 630

IN WITNESSS WHEREOF all the Parties hereto have subscribed their respective hands on the day month and year first above written.

SIGNED SEALD AND DELIVERED

At Barrackpore

In the presene of

1. Sreemanta Das

Koyrahar, Shyamagan
29 Pgs (N)

2. Goutam Chatterjee

1471 Barowja Para
Road Shyamagan
24. Pulsonia (N)

(Handwritten signatures and notes in Bengali script)
Signature of Kamala Das
Signature of Sreemanta Das

SIGNATURE OF THE VENDORS

Drafted by

P. K. Chatterjee
Advocate
Alipore Court
Kolkata - 27.

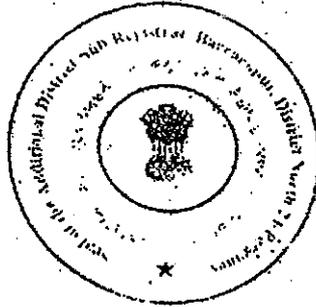
Ghosh Brothers Realtors Pvt. Ltd.

(Handwritten signature of Preeti K. Ghosh)
Director

SIGNATURE OF THE PURCHASER

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
... Volume number 21
Page from 709 to 727
being No. 04722 for the year 2009.



[Handwritten signature]

(Dinabandhu Roy) 08-July-2009
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BARRACKPORE
West Bengal

141