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26/7/21
 11/11/20

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

50AB 141710

DEED OF SALE

P.S. : SHIBPUR, DISTRICT - HOWRAH

VALUED AT Rs. 23,00,000/-

THIS DEED OF SALE is made on this the 26th day of July Two Thousand Twenty One.

BETWEEN

SMT. SHYAMALI MUKHERJEE nee GANGOPADHYAY alias Ganguly (PAN AWZPM4981B) & (AADHAAR No. 927310999926), wife of Late Jaydeb Mukherjee and daughter of Late Bhupendra Nath Gangopadhyay alias Ganguly, by faith Hindu, by Nationality - Indian, by Occupation - Household duties, residing at 42/A, Bajee Shibpur

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

Contd. P-2

A.O.S.R., Howrah

26 JUL 2021

ক্রমিক নং 835 তারিখ 15/03/21
টাকা 10/-
নাম D. Bhaduni Adv.
প্রিকানা Howrah
সোনা সী স্টাম্প ভেডার
হাওড়া সিভিল কোর্ট



Additional District Sub-Registrar
Howrah

26 JUL 2021

Road, Post Office & Police Station - Shibpur, District - Howrah 711 102, hereinafter called and referred to as the **VENDOR / OWNER** (which expression shall deem to be included her heirs, assigns, executors, administrators and legal representatives unless excluded by or repugnant to the context) of the **FIRST PART**.

AND

(1) SRI NITYA NANDA NANDY (PAN ABOPN2844G) & (AADHAAR 243655474089), son of Late Phani Bhusan Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Retired Person, residing at 42/1/1, Baje Shibpur Road, P.O. + P.S. Sbipur, Howrah-2 ; (2) SMT. SHANKARI NANDY (PAN ASHPN4809P) & (AADHAAR 906788561494), wife of Late Gurudas Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife ; residing at 42/1/2, Baje Shibpur Road, P.O. + P.S. Sbipur, Howrah-2 ; (3) SMT. KAKALI HAZRA nee NANDY (PAN ADHPH6640M) & (AADHAAR 975196454923), wife of Rupen Hazra and Daughter of Late Gurudas Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, residing at 15/3, Krittibas Dhara Lane, Howrah - 711 101 ; (4) SMT. MITALI NANDY (PAN AJHPN4762A) & (AADHAAR 582029285386), wife of Soumen Nandy and daughter of Late Gurudas Nandy, by faith Hindu, by Nationality - Indian, by Occupation - Housewife, residing at 142/3, Shibpur Road, Howrah-711 102 ; (5) SMT. RITA NANDY (PAN BBYPN5570Q) & (AADHAAR 550757146225), wife of Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Household Duties ; (6) SRI PARTHA PRATIM NANDY (PAN AZFPN7165D) & (AADHAAR 524478505631), son of Late Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Business, No. 5 & 6 both residing at 65/3, Shibpur Road, P.O. + P.S. - Shibpur, District - Howrah 711 102 and (7) SMT. JHILAM NANDY ROY (PAN AWEPN3640H) & (AADHAAR 459001931596), wife of Raju Ray and daughter of Late Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Household Duties, residing at HA 106 Salt Lake, Sector-3, P.S.- Bidhannagar, Kolkata-700 097, hereinafter jointly called and referred to as the **PURCHASERS** (which expression shall deem to be included their heirs, assigns, executors, administrators and legal representatives unless excluded by or repugnant to the context) of the **OTHER PART**.

WHEREAS the VENDOR herein is the lawfully seized, possessed and owner and occupier of an undivided 1/4th Share of a Plot of Bastu Land measuring **01 (One) Cottah 09 (Nine) Chittacks 36 (Thirty six) Sft.** or a little more or less together with R.T. Structure standing thereon which is situated and comprised in J.L. No. 1, L.R. Dag No. 47 under L.R. Khatian Nos. 133, 283, 534, 597, 822, 823 & 825 of Mouza - Shibpur, Sheet No. 95, corresponding to the then Howrah Municipality Premises Nos. 220 & 220/1, at present Howrah Municipal Corporation Premises No. 217, Grand Trunk Road (South) under H.M.C. Ward No. 34 within P.S. - Shibpur, District - Howrah 711 102 along with all easement rights and privileges over the common passage which is fully described in the Schedule herein below.

AND WHEREAS, ALL THAT piece and parcel of a Plot of Mokorari Mourashi Bastu Land totally measuring about 12 Cottahs or a little more or less which was situated and comprised in the then Howrah Municipality Premises Nos. 220 & 220/1, at present Howrah Municipal Corporation Premises No. 217, Grand Trunk Road (South) under H.M.C. Ward No. 34 within P.S. - Shibpur, District - Howrah 711 102 was originally belonged to the then since deceased Zamindar Atul Chandra Bandopadhyay, son of Late Girish Chandra Bandyopadhyay, who during the tenure of his Zamindarship transferred the above said properties by virtue of a "MOURASI PATTA" in favour of one Jogindra Nath Gangopadhyay by taking annual rent of rupees seven and paise sixty two only from the said Jogindra Nath Gangopadhyay.

AND WHEREAS, during peaceful enjoyment and possession of the above said properties, said Jogindra Nath Gangopadhyay died intestate leaving behind his son namely Prasad Das Gangopadhyay as his legal heir and successor and in the manner aforesaid said Prasad Das Gangopadhyay inherited the said property which was left by his father Jogindra Nath Gangopadhyay.

AND WHEREAS, during enjoyment and possession of the said properties totally measuring about 12 Cottah of land Prasad Das Gangopadhyay on 30th day of April, 1915 sold, transferred and conveyed a portion of land admeasuring 5 Cottah in area in the name of Calcutta Electric Supply Corporation Limited by virtue of a registered Deed of Sale and retained remaining 7 Cottahs of land in his custody. Later said Prasad Das Gangopadhyay acquired absolute right, title, interest in the property on making payment of consideration amount to the then Zamindar Atul Chandra Bandopadhyay by virtue of a Registered Deed.

AND WHEREAS, thus said Prasad Das Gangopadhyay became the absolute sixteen annas owner of his property admeasuring 7 Cottahs of Land and during his peaceful enjoyment and possession died intestate on 9th day of April, 1931 leaving behind him four sons viz. Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay and Sailendra Nath Gangopadhyay as his legal heirs and successors who jointly inherited the said property admeasuring 7 Cottahs of land by way of inheritance and each of them acquired undivided 1/4th Share of the said property which was left by their father Prasad Das Gangopadhyay.

AND WHEREAS, after acquiring the above said properties by the aforesaid four brothers said Sailendra Nath Gangopadhyay died intestate on 28.07.1970 leaving behind him widow Smt. Mamata Gangopadhyay, one son namely Arup Gangopadhyay, one major daughter namely Kumari Bandana Gangopadhyay and one Minor daughter namely Kumari Champa Rani Gangopadhyay as his legal heirs and successors who jointly inherited the said undivided 1/4th Share of the said property by way of inheritance as per Hindu Succession Act which was left by their predecessor – Sailendra Nath Gangopadhyay.

AND WHEREAS, in the manner aforesaid said Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay, Smt. Mamata Gangopadhyay, Sri Arup Gangopadhyay, Kumari Bandana Gangopadhyay and Minor Kumari Champa Rani Gangopadhyay became the joint owners of the property admeasuring 7 Cottahs of land

which was situated and comprised in Howrah Municipal Corporation Premises No. 217, Grand Trunk Road (South) under H.M.C. Ward No. 34 within P.S. - Shibpur, District - Howrah.

AND WHEREAS, Bhupendra Nath Gangopadhyay during his enjoyment of the said property died intestate on 6.10.1982 leaving behind his widow Saraswati Gangopadhyay and only daughter Shyamali Mukherjee to inherit his 1/4th undivided share of the property.

AND WHEREAS, Saraswati Gangopadhyay died intestate on 26.01.2007 leaving behind her only daughter Shyamali Mukherjee nee Gangopadhyay to inherit her undivided share in the property.

AND WHEREAS, thus Shyamali Mukherjee nee Gangopadhyay became the absolute owner of the 1/4th undivided share in the said property.

AND WHEREAS, there was a Court case being Title Suit No. 16562/14 between the Vendor and Purchasers herein pending before the Ld. 2nd Court of Civil Judge (Jr. Divn.) at Howrah and both the parties jointly filed a compromise petition before the said Ld. Court and the Ld. Court after hearing the matter from both the parties had been pleased to pass an order bearing no. 78 dt. 03.07.2021 for dissolving the case.

AND WHEREAS, to transfer the undivided 1/4th share of the said property the Vendor herein has agreed to sell and the Purchasers after being fully satisfied with the right, title and interest of the Vendor, have agreed to purchase the said schedule mentioned property, which is fully delineated in the map or plan annexed hereto and marked with border in Colour "RED" herein at a valuable consideration of Rs. 23,00,000/- (Rupees Twenty Three Lakhs) only.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 23,00,000/- (Rupees Twenty Three Lakhs) only paid by the **PURCHASERS** to the **VENDOR** which is fully mentioned in the Memo of Consideration as mentioned below with the execution of these presents (the receipt whereof

the VENDOR hereby admit and acknowledge for the payment as mentioned above) the Vendor as beneficial owner do hereby grant, convey, sell, transfer, assign and assure unto and to the use of the said Purchasers free from all encumbrances ALL THAT piece and parcel of undivided 1/4th share of a plot of Bastu Land measuring about 01 (one) Cottah 09 (nine) Chittacks 36 (thirty six) Sft. or a little more or less together with R.T. structure standing thereupon as fully mentioned in the Schedule below with other facilities, easement rights which is situated and comprised in J.L. No. 1, L.R. Dag No. 47 under L.R. Khatian Nos. 133, 283, 534, 597, 822, 823 & 825 of Mouza - Shibpur, Sheet No. 95 corresponding to the then Howrah Municipality Premises Nos. 220 & 220/1, at present Howrah Municipal Corporation Premises No. 217, G. T. Road (South) under H.M.C. Ward No. 34 within P.S. - Shibpur, District - Howrah 711 102 and the said property is more particularly delineated in the plan or map by colour "RED" as annexed hereto being the part and parcel of these presents in the manner that the Purchaser No. 1 will be the Owner of 1/3rd share, Purchasers No. 2 to 4 jointly will be the Owners of 1/3rd share and Purchasers No. 5 to 7 will be the Owners of 1/3rd share of the said Property.

AND ALL THE estate, right, title, interest, claim and demand whatsoever of the vendor into or upon the same and every part thereof in law and equity **TO ENTER UPON AND TO HAVE HOLD** owned and possessed the same unto and to the use of the Purchasers absolutely and forever together with title deeds, writings, and other evidence of title, **AND THE VENDOR** do hereby covenant with the Purchasers, that notwithstanding any acts, deeds and things heretofore done executed or knowingly suffered to the contrary the Vendor is now lawfully seized and possessed of the said property free from all encumbrances, attachments or defect in title whatsoever and that the Vendor has full power and absolute authority to sell the said property in the manner as aforesaid **AND** the Purchasers shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas without any claim or demand whatsoever from the Vendor covenant with the Purchasers to save harmless, indemnify and keep indemnified the Purchasers from or against all encumbrances, charges and equities whatsoever **AND** the Vendor, further covenant that the Vendor shall at the request and at the costs of the Purchasers, their heirs,

executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying, and assuring the said property and every part thereof in the manner as aforesaid according to the true intent and meaning of this Deed. The Vendor further covenant that the Purchasers have every right to mutate their names in the record of Howrah Municipal Corporation as well as in the Record of Settlement Department, Govt. of West Bengal in respect of Record of Right maintained by the Settlement Department. The Vendor further covenant with the Purchasers that they have every right to take Telephone connection from the Telephone Department and also to take water connection from Howrah Municipal Corporation and also to take Electricity connection from the C.E.S.C. Limited and any other necessary connections or lines through the common passage as shown in the plan in respect of the property hereby sold, transferred and conveyed.

SCHEDULE MENTIONED PROPERTY

ALL THAT piece and parcel of undivided 1/4th share of a plot of Bastu Land measuring about 01 (one) Cottah 09 (nine) Chittack 36 (thirty six) Sft. or a little more or less together with R.T. structure (100 Sq.ft.) standing thereon which is situated and comprised in J.L. No. 1, L.R. Dag No. 47 under L.R. Khatian Nos. 133, 283, 534, 597, 822, 823 & 825 of Mouza - Shibpur, Sheet No. 95 corresponding to the then Howrah Municipality Premises Nos. 220 & 220/1, at present Howrah Municipal Corporation Premises No. 217, G. T. Road (South) under H.M.C. Ward No. 34 within P.S. - Shibpur, District Howrah-711 102, Zone Sandhyabazar, H.M.C. Ward No. 30, 31, 34, 36, Rajnarayan Roychowdhury Ghat Road alongwith all easement rights and privileges over the common passage which is the territorial jurisdiction of District Sub-Registry Office and Additional District Sub-Registry Office at Howrah which is morefully delineated in the map or plan by Colour "RED" as annexed hereto which is the part and parcel of these presents and the property is butted and bounded as follows :-

- ON THE NORTH : CESC Distribution Station.
- ON THE SOUTH : Kalikumar Mukherjee Lane.
- ON THE EAST : G. T. Road.
- ON THE WEST : House of Gita Nag.

IN WITNESSES WHEREOF the said VENDOR and PURCHASERS have hereunto set and subscribed their respective hands on the day, month and year first above written.

EXECUTED AND DELIVERED BY
THE VENDOR AT HOWRAH IN
THE PRESENCE OF :

WITNESSES :

1. Nayananjana Nandy
42/1/1, Baje Shibpur Road,
How-2

2. Kadam Muttaljeet
42/A Baje Shibpur
Road How-2

Shyamali Mukherjee
Signature of the Vendor

1. Nityananda Nandy
2. Sankarinandya
3. Kakali Hazra
4. Mitali Nandy
5. Rita Nandy
6. Partha Pratim Nandy
7. Philam Nandy Roy

Signature of the Purchasers

Drafted by me
Debasata Bhadim
Advocate

DEBABRATA BHADURI
JUDGES' COURT, HOWRAH
ADVOCATE
HOWRAH JUDGES' COURT
F / 1172 / 200

MEMO OF CONSIDERATION

RECEIVED a sum of Rs 23,00,000/- (Rupees Twenty Three Lakhs) only from the within named purchasers in the following manner :-

<u>Date</u>	<u>Mode of Payment</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
05.07.2021	By D/D No. 009001	Axis Bank, Salt Lake Br.	2,55,555.00
08.07.2021	By Bankers Chq. No. 003287	Bank of India, Shibpur Br.	5,11,111.00
08.07.2021	By Bankers Chq. No. 003288	Bank of India, Shibpur Br.	7,66,667.00
08.07.2021	By D/D No. 536523	Punjab National Bank, Shibpur Br.	2,55,556.00
08.07.2021	By D/D No. 136179	Central Bank of India, Shibpur Br.	2,55,555.00
09.07.2021	By Manager's Chq. No. 001739	HDFC Bank, How. Panchanantala Br.	2,55,556.00
			<u>Total : 23,00,000.00</u>

(Rupees Twenty Three Lakhs) only.

WITNESSES :

Chyamali Mukherjee
Signature of the Vendor

1. Nayanayan Nandy
42/1/1, Baje Shibpur Road,
How - 2

Kadam Mukherjee
2. 42/A, Baje Shibpur
Road How - 2 -

1. Nityananda Nandy
2. Sankar Nandy.
3. Kakali Hazra.
4. Mitali Nandy
5. Rita Nandy
6. Partha Pratim Nandy
7. Ishlam Nandy Roy

Signature of the Purchasers