

8792/13

06960/13



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 931779

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

Adil Das, Sub-Registrar  
Alipore, South 24 Parganas

**DEED OF SALE**

23 AUG 2013

**THIS DEED OF SALE** made on this 22<sup>nd</sup> day of August, Two Thousand and Thirteen **BETWEEN** (1) **SMT. SANDHYA CHAKROBORTY**, wife of Late Samir Chakraborty, residing at 63, Raja Subodh Mallick Road, P.S. Patuli, Kolkata-700084, (2) **SRI SAMARJIT CHAKRABORTY**, son of Late Samir Chakraborty, residing at 63, Raja Subodh Mallick Road, P.S. Patuli, Kolkata-700084, hereinafter referred to as the **OWNERS/VENDORS** (which

22.08.13  
810-15394/13  
6:30pm

2C  
NO  
2899  
6:30pm



95206

0005

NAME Alokesh Dalai, Adv  
 ADD High court Calcutta  
 Rs. 5000/- 22 AUG 2013  
 SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

22 AUG 2013

22 AUG 2013

Uttam Mondal



7273

Uttam Mondal



7274

Sandhya Chakraborty



7275

Samarjit Chakraborty



ADDL. DIST. SUB-REGISTRAR  
 ALIPORE, SOUTH 24 PGS.  
 22 AUG 2013  
 Signature.....

Identified by me  
 Alokesh Dalai  
 Advocate  
 High Court Calcutta.

term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**SRI UTTAM MONDAL**, son of Late Rashbehari Mondal, residing at 29, Manik Bandyopadhyay Sarani, (formerly known as Moore Avenue), Kolkata - 700 040, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **SECOND PART**.

**WHEREAS** one Priyanath Mahalanobish (since deceased) by virtue of a registered deed of sale (Bengali Kobala) which was recorded in Book No.1, Volume No.38 at pages 193-198 being Deed No.2204 for the year 1957 at the office of the Sub-Registrar at Alipore, purchased all that piece and parcel of land measuring more or less 20 ½ decimals comprised in Mouza - Purbaputiary, J. L. No.43, Touzi No.80, R.S. 275, Khatian No.211 at R.S. Dag No.119 under the then Police Station - Tollygunge in the District of South 24 Parganas are now within the limits of the Kolkata Municipal Corporation Ward No.114 being the Municipal Premises No.72, School Road, P.O. - Purbaputiary, P.S. - Regent Park,

Kolkata - 700 093 ( hereinafter referred to as the said property ) and thus became the absolute owner of the said property having the absolute right, title and interest over the said land.

**AND WHEREAS** after purchase of the said property and while the said Priyanath Mahalanobish had been possessing the said landed property died intestate on February 7, 1957 leaving behind his three sons, namely, a) Jatindra Nath Mahalanobish (since deceased), b) Rabindra Nath Mahalanobish (since deceased,) c) Prodyot Mahalanobish (since deceased) and three daughters namely, a) Amiya Chakraborty, b) Preeti Roy Chowdhury as his legal heirs and successors.

**AND WHEREAS** the aforesaid Jatindranath Mahalanobish died intestate on January 5, 1981 leaving behind a) his wife Himani Rani Mahalanobish and b) one son, namely, Soumen Mahalanobish . and c) one daughter Krishna Ghoshal who also died intestate leaving behind her two sons, namely, Siddhartha Ghoshal and Santanu Ghoshal

**AND WHEREAS** the aforesaid Rabindra Nath Mahalanobish died intestate on June 3, 1996 leaving behind a) his wife Basanti Mahalanobish who died on May 26, 2001 and b) his son Shekhar Mahalanobish and c) one daughter Rita Bose as his only legal heirs.



**AND WHEREAS** the aforesaid, Prodyot Mahalanobish died intestate leaving behind a) his wife, Anjali Mahalanobish and b) one son Ashok Mahalanobish and c) one daughter Sanghamitra Chowdhury

**AND WHEREAS** Amiya Chakraborty died intestate on 04.08.1991 leaving behind her four sons, namely, (i) Shankar Chakraborty (since deceased) (ii) Satyesh Chakraborty (since deceased) (iii) Samir Chakraborty (since deceased), iv) Sachish Chakraborty as her only legal heirs and representative.

**AND WHEREAS** the aforesaid Satyesh Chakraborty died intestate on 27.04.2007 leaving behind a) his wife Anima Chakraborty b) one son Tanaji Chakraborty, c) one daughter Sangita Roy.

**AND WHEREAS** the aforesaid Samir Chakraborty died intestate on 10.11.2011 leaving behind-

- a) his wife Sandhya Chakraborty, being the Vendor No. 1
- b) one son Samarjeet Chakraborty, being the Vendor no. 2 as his legal heirs for inheriting the under schedule property.

**AND WHEREAS the aforesaid** Preeti Roy Chowdhury being the daughter of Late Priyanath Mahalanobish died intestate leaving behind her three daughters, namely, a) Ranjana Adaya , b) Gopa Nandy and c) Mila Bhattacharjee.

**AND WHEREAS** the Owners/Vendors have their 1/24<sup>TH</sup> undivided share in the said property in accordance with law i.e. 372.06 square feet more or less .

**AND WHEREAS** in the light of the above said facts and circumstances the Owners/Vendors 1 and 2 became the co-sharers along with others having absolute right, title, interest over **undivided 1/24<sup>th</sup> share of ALL THAT** piece and parcel of land measuring more or less 20½ decimals but presently in physical measurement the land measuring 12 cottah 00 chhitak 08 sq.ft i.e. **more or less 360.33 square feet** land together with 100 sq.ft structure comprised in Mouza - Purbaputiary, J. L. No.43, Touzi No.80, R.S. 275, Khatian No.211 at Dag No.119 under the then Police Station - Tollygunge in the District of South 24 Parganas are now within the limits of the Kolkata Municipal Corporation Ward No.114 being the Municipal Premises No.72, School Road, P.O. - Purbaputiary, P.S. - Regent Park, Kolkata - 700 093 (hereinafter referred to as the said demised property) .

**AND WHEREAS** the Owners/Vendors desired to sell their respective undivided proportionate share of the said property.

**AND WHEREAS** Late Samir Chakraborty being the predecessor-in-interest of the owner/Vendor no. 1 and 2 executed an agreement with one Developer's Company being M/S Glorius Construction PVT. Ltd. having office at 27, School Road, Post

office -Purba Putiary, Kolkata- 700093 on 8<sup>th</sup> day of March, 2009 in accordance with the terms and conditions as stated therein and a General Power of Attorney was also executed in favour of one Samit Saha and Debasis Routh by the Predecessor-in-interest of the Owners/Vendor no 1 and 2 but after executing the said agreement the said Developer's Company did not take any initiative to start the work and/or to comply the terms and conditions of the said agreement and therefore the Power of Attorney executed in favour of the said Samit Saha and Debasis Routh was revoked by the Owners/Vendors by two separate registered Deed of revocation details of whereof are given below :

- a) executed on July 27, 2010 in the office of D.S.R - I, Alipore, South 24 Parganas and recorded in Book No IV, CD Volume No 2, Pages 2112 to 2123, Being No 00517 for the year 2010.
- b) executed on June 3, 2011 in the office of A.D.S.R Alipore, South 24 Parganas and recorded in Book No IV, Volume No 3, Pages 4572 to 4583, Being No 01244 for the year 2011.and the same were also published in the Newspaper and communicated to the concerned attorney through the Advocate's letter.

**AND WHEREAS** The aforesaid Agreement executed on 08.03.2009 by and between the Predecessor-interest of the vendors



and the aforesaid M/S Glorius Construction PVT. Ltd. has been also cancelled /rescinded on the ground of breach of the said agreement dated 08.03.2009 by a subsequent agreement executed on 26.9.2012 by and between the aforesaid concerned parties on mutual consent .

**AND WHEREAS** by mutual consent the said Glorius Construction Pvt. Ltd and/or its Directors had relinquished all its/their right and interest in the scheduled property arisen out of the said agreement dated 8<sup>th</sup> March,2009 .

**AND WHEREAS** thus the Owners/Vendors hereto became absolute owner of their respective undivided share of the said property as stated above and thus they jointly seized of land and/or otherwise well and sufficiently entitled to **ALL THAT** The undivided proportionate 1/24<sup>th</sup> share of the piece and parcel of land measuring more or less 20 ½ decimals but presently in physical measurement the land measuring 12 cottah 00chhitak 08 sq.ft i.e. **more or less 360.33 square feet** comprised in Mouza - Purbaputiary, J. L. No.43, Touzi No.80, R.S. 275, Khatian No.211 at Dag No.119 under the then Police Station - Tollygunge in the District of South 24 Parganas are now within the limits of the Kolkata Municipal Corporation Ward No.114 being the Municipal Premises No.72, School Road, P.O. - Purbaputiary, P.S. - Regent Park, Kolkata - 700 093 along with all sort of right of easement



(more fully and particularly described in the First Schedule herein below and hereinafter referred to as the "DEMISED PROPERTY").

**AND WHEREAS** the Owners/Vendors have decided and thus offered to sell the said demised property at the total consideration of Rs. 2 Lakh (Rupees Two lakh only) and the Purchaser herein intend to purchase the said demised property i.e. more fully described in the schedule hereunder written and thus accepted the said offer made by the Owners/Vendors.

**NOW THIS DEED/INDENTURE WITNESSETH AS FOLLOWS:**

In consideration of the sum of Rs.2,00,000/- ( Rupees Two lakh ) paid by the purchaser to the vendors on the .....<sup>th</sup> day of August Two Thousand and Thirteen at or immediately before the execution of this present the receipt of which the vendors hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser, their heirs, executors, administrators, representatives and assigns and everyone of them and the vendor as owners do by this presents indefeasibly grant, sell, convey and transfer to the purchasers by way of sale **ALL THAT** undivided 1/24<sup>th</sup> share of the piece and parcel of land measuring more or less 20 ½ decimals but presently in physical measurement 12 cottah 00 chhitak 08 sq.ft i.e. measuring about 360.33 sq. ft more or less comprised in Mouza – Purbaputiary, J. L. No.43, Touzi No.80, R.S. 275, Khatian No.211

at Dag No.119 under the then Police Station – Tollygunge in the District of South 24 Parganas are now within the limits of the Kolkata Municipal Corporation Ward No.114 being the Municipal Premises No.72, School Road, P.O. – Purbaputinary, P.S. – Regent Park, Kolkata – 700 093 (more fully and particularly described in the Schedule hereinbelow and annexed being free from all encumbrances TOGETHER WITH all sort of right of easement, liberties, privileges, appurtenant thereto AND All the estate, right, title, interest, claim and demand whatsoever of the Vendors into and upon the same and every part thereof in law and equity TO ENTER UPON AND TO HAVE HOLD AND OWN and possess the same unto and to the use of the Purchasers, their heirs, executors, administrators, assigns absolutely for ever as absolute owners.

**THE VENDORS/OWNERS HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:**

- a) All the estate, right, title, interest, claim and demand whatsoever of the vendors into and upon the scheduled property and every part thereof in law and equity TO ENTER UPON AND TO HAVE HOLD OWN AND POSSESS the same unto and to the use of the Purchaser and any person claiming through the Purchaser absolutely for ever together with title deeds, writings, muniments and other evidences of title.



- b) The demised property shall be quietly entered into and upon and held and enjoyed and the rents and profits received therefrom by the purchaser without any interruption or disturbance by the vendors or any person claiming through or under him and without any disturbance or interruption by any other person whatsoever.
- c) The owners/vendors declare that notwithstanding any acts, deeds or things heretofore done, executed or knowingly suffered to the contrary the vendors are now lawfully seized and possess the demised property free from any encumbrances, charges, lien, mortgage or litigation or any other agreement with any other party, attachment or any defect in title whatsoever and the owners have good marketable title and absolute authority to sell the said demised property to the purchaser.
- d) The vendors will at the cost of the person requiring the same, execute and do every such assurance or thing necessary for further more perfectly assuring the said premises to the purchaser, his heirs or assigns as may be reasonably be required.

- e) The right, title and interest of the vendors in the scheduled property hereby transferred subsists and the vendors have power to sell the same .
  
- f) The owners/vendors hereby further state and declare that they have not entered into any agreement for sale in respect of the demised property either written or verbal and to that effect with any person or persons and they did not receive any advance money or any part payment from any person or persons in respect of the demised property.
  
- g) The owners/vendors will remain bound and liable to cooperate/help/support the Purchaser in connection with all paper work or otherwise in accordance with law as and when the same will be required .
  
- h) The owners/vendors declare that they have expressed the details of the description of all co-sharers of the demised property with all honesty and accuracy and have not suppressed anything or any name of any co-sharer and if any claim will be raised by anyone claiming himself/herself as a co-sharer through Samir Chakraborty, since deceased,



for the aforesaid undivided 1/24<sup>th</sup> share of the said property sold, the vendors will remain liable to adjust the demand of such co-sharers out of their respective share of sale proceeds received from the purchaser and to indemnify from any loss and disadvantages arose out of any incorrect information or declaration made by the purchaser and also to compensate the purchaser .

- i) If the declaration made by the Owners/Vendors herein in respect of the Right, Title and interest of the vendors in the scheduled Property be incorrect, false, the Owners/Vendors will also remain liable to indemnify the Purchaser from any loss or disadvantages arose out of any incorrect information or declaration made by the Owner/Vendor.

**PROVIDED ALWAYS** and it is hereby agreed that wherever such an interruption would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained the expressions " the vendors" and "the purchasers" hereinbefore used include their respective heirs, legal representative, successors, administrator and assigns

**FIRST SCHEDULE ABOVE REFERRED TO :****( DESCRIPTION OF THE PROPERTY SOLD )**

**ALL THAT** undivided and undemarcated 1/24<sup>TH</sup> share of piece and parcel of land measuring more or less 20 ½ decimals but presently in physical measurement the land measuring 12 cottah 00 chhitak 08 sq.ft i.e. **more or less 360.33 square feet** together with structure 100 sq.ft comprised in Mouza - Purbaputuary, J. L. No.43, Touzi No.80, R.S. 275, Khatian No.211 at Dag No.119 under the then Police Station - Tollygunge in the District of South 24 Parganas are now within the limits of the Kolkata Municipal Corporation Ward No.114 being the Municipal Premises No.72, School Road, P.O. - Purbaputuary, P.S. - Regent Park, Kolkata - 700 093 TOGETHER WITH all sort of right of easement, liberties, privileges, appurtenant thereto which is butted and bounded by as follows:

**ON THE NORTH :** Post office Road

**ON THE SOUTH :** vacant land (K.M.C)

**ON THE EAST :** House of Mr. Nandy

**ON THE WEST :** K.M.C Road (16 feet wide)

The entire land shown as 'RED' Border Line in the map attached herewith and the same shall be treated as part of this deed of conveyance.

For Sanjay Chatterjee  
Sanjay Chatterjee



**IN WITNESS WHEREOF** both the Parties have signed their Signatures and Seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

At Kolkata in the presence of

**WITNESSES:**

1. Anjali Mahalanobish.  
72 Sechdd Road.  
KOLKATA-700093

2. Ashoke Mahalanobish  
72, School Road  
Kolkata - 700093

3. Sanghamitra Chowdhury  
168 B Talbagan  
Kolkata-700093

4. Tripti Chakraborty  
350/3 Mg. Road  
Kolkata - 700082

1 Sandhya Chakraborty

2 Samarjit Chakraborty.

**SIGNATURE OF THE VENDORS**

Uttam Mandal

**SIGNATURE OF THE  
PURCHASER**

Drafted by me

Alokesh Dabai  
Advocate  
High Court Calcutta.

MEMO OF CONSIDERATION

**RECEIVED** the sum of Rs. 2,00,000/=(Two Lacs)  
only as full and final consideration amount  
as per Memo below

MEMO: -




- |  |                       |
|--|-----------------------|
| 1. Paid by cash Rs.  | Rs. 1,00,000/-        |
| 2. Paid by Draft drawn<br>on HDFC Bank, Tollygunge<br>branch, No. 009716 dt.<br>22.08.2013 | Rs. 1,00,000/-        |
| Total -  | <u>Rs. 2,00,000/-</u> |

WITNESSES:

- |  |  |
|--|--|
| 1) <u>Rujali Mahalanobish.</u><br>72, School Road,<br>Kolkata - 700093 | 1. <u>Sandhya Chakraborty</u><br>2. <u>Samajit Chakraborty</u> |
| 2) <u>Ashoke Mahalanobish.</u><br>72, School Road,<br>Kolkata - 700093 | <u>VENDORS</u>   |
| 3) <u>Sanghamitra Chowdhury.</u> 168 B Talbaganm Kolkata - 9           |  |
| 4) <u>Tripti Chakraborty.</u> 350/3 M.G Rd Kolkata - 99                |  |



**SPECIMEN FORM FOR TEN FINGERPRINTS**

Sl. No.	Signature of the executants/ presentants							
Santhya Chandrababu								
		(Left Hand)						
		(Right Hand)						
		Samarjit Chakraborty						
				(Left Hand)				
(Right Hand)								
Uttam Mondal								
				(Left Hand)				
		(Right Hand)						



SITE PLAN SHOWING THE PREMISES No. 72 SCHOOL ROAD  
COMPRISING MOUZA- PURBA PUTIARY, J.L No.43, R.S DAG No. 119,  
UNDER K.M.C. WARD No-114, P.S. REGENT PARK KOLKATA- 700 093.

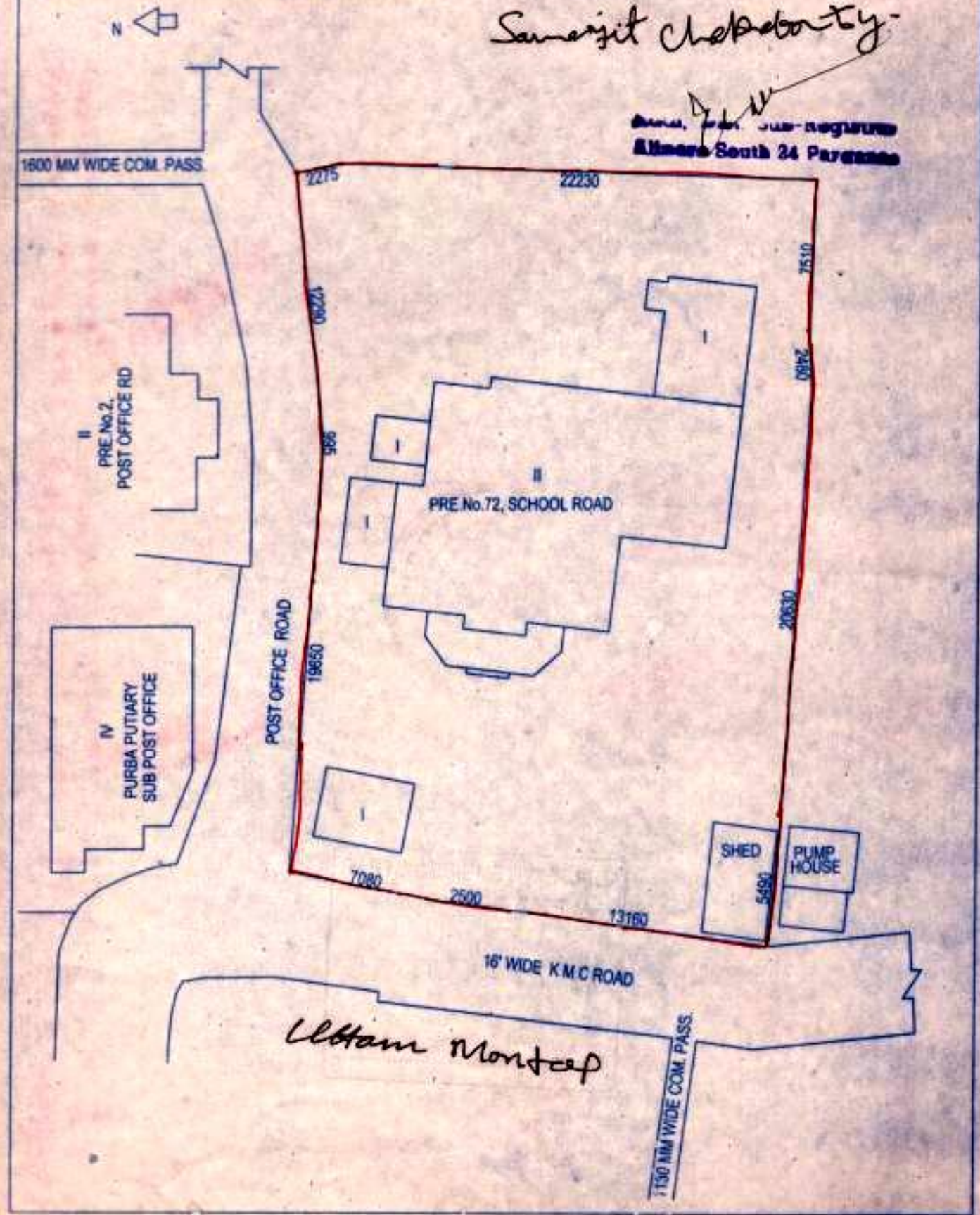
LAND measuring  
360.33 sq. ft out of  
12 kottah oo chhitak 08 20 1/2

SCALE- 1:250

AREA OF LAND = 803.475 Sqm. = 8648 Sqft. = 12 k- 0 ch- 8 sft

*Sandhya Chakraborty*  
*Samerjit Chakraborty*

*Sub. Reg. No. 24*  
**Sub. Reg. No. 24**  
**Almora South 24 Parents**







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

Endorsement For Deed Number : I - 06960 of 2013  
(Serial No. 08792 of 2013 and Query No. 1605L000015394 of 2013)

On 22/08/2013

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

Presented for registration at 18.30 hrs on 22/08/2013, at the Private residence by Uttam Mondal  
Claimant.

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

Execution is admitted on 22/08/2013 by

1. Sandhya Chakraborty, wife of Late Samir Chakraborty , 63, Raja S.C.Mullick Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Others
2. Samarjit Chakraborty, son of Late Samir Chakraborty , 63, Raja S.C.Mullick Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Others
3. Uttam Mondal, son of Late Rash Behari Mondal , 29, Manik Bandopadhyay Sarani, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700040, By Caste Hindu, By Profession : Others

Identified By Alokesh Daloi, son of . . . High Court, Kolkata, District:-Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/08/2013

**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.

**Payment of Fees:**

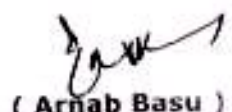
Amount By Cash

Rs. 3292.00/-, on 23/08/2013

( Under Article A(1) = 3278/- ,E = 14/- on 23/08/2013 )

**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 -2,98,405/-

  
( Arnab Basu )

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

23/08/2013 13:06:00



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

Endorsement For Deed Number : I - 06960 of 2013  
(Serial No. 08792 of 2013 and Query No. 1605L000015394 of 2013)

Certified that the required stamp duty of this document is Rs.- 17924 /- and the Stamp duty paid as  
Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 12924/- is paid , by the draft number 40676, Draft Date 21/08/2013, Bank : State  
Bank of India, TOLLYGUNGE, received on 23/08/2013

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR




( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 29  
Page from 2320 to 2340  
being No 06960 for the year 2013.



  
(Arun Basu) 04-September-2013  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. ALIPORE  
West Bengal



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
22 AUG 2013  
Signature.....