

Register U/S 7(2) Dieract Size Requestrar II 24 Pgs (N) Barasat

THIS DEED OF SALE made on this 17th day of April, 2019

1 7 APR 2019

BETWEEN

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Subkajit Bosa Advocati (1) SMT. ANJANA GHOSH, Wife of Late Ranjit Kumar Ghosh, having PAN No. BPYPG5120H, by Occupation: Homemaker, (2) SRI SURAJIT GHOSH, S/o Late Ranjit Kumar Ghosh, having PAN No. AVGPG0204K, by Occupation: Service, (3) SRI AVIJIT GHOSH, D/o Late Ranjit Kumar Ghosh, having PAN No. BLOPG8936R, by Occupation: Business, all are by Faith: Hindu, by Nationality: Indian, all are residing at 34A, Anandamath, Ichapur, P.O. Ichapur Nawabganj, P.S. Noapara, Pin Code - 743144, District – North 24 Parganas & (4) SMT. TAPATI BANIK, W/o Sri Ajoy Banik, D/o Late Ranjit Kumar Ghosh, having PAN No. ATYPB7616E, by Faith: Hindu, by Nationality: Indian, by Occupation: Home Maker, residing at 17/230/02, D.K.D Road, P.O. Sreebhumi, Kolkata – 700048, P.S. Lake Town, District – North 24 Parganas, herein after jointly called and referred to as the LANDOWNERS (Which term or expression shall unless excluded by or repugnant to the context shall deem to mean and include their, respective legal heirs, executors, administrators, representatives and assigns) OF THE FIRST PART.

AND

M/S CHIRANJEEVI HOMES PRIVATE LTD., a Private Ltd. Company, incorporated under the Indian Companies Act, having PAN No.: AAGCC9399D, having its registered office address at 39/40, Krishnapur Co-Operative Colony, Dum Dum Park, P.O. Bangur Avenue, P.S. Lake Town, Kolkata – 700055, District – North 24 Parganas, represented by its Director SRI JAYDEEP CHATTERJEE, S/o Sri Samir Kumar Chatterjee, having PAN No: AEUPC9430L, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 563, Dum Dum Park, P.O. Bangur Avenue, P.S. Lake Town, Kolkata – 700055, District – North 24 Parganas, in

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the state of West Bengal, herein after referred to as the VENDEE/PURCHASER (Which term or expression shall unless excluded by or repugnant to the context shall deem to mean and include its successors-in-office, executors, representatives and assigns) OF SECOND PART.

WHEREAS the Krishnapur Refugee Co-Operative Colony Ltd. a registered Co-Operative Society having registration number 69/24 for the year 1949 having its registered Office at Dum Dum Park, Kolkata - 700055, P.S. Dum Dum at present Lake Town, District - 24 Parganas at present North 24 Parganas was the owner of the lands measuring 85.33 acres be the same a little more or less, i.e. 85.33 acres be the same a little more or less i.e. 85 acres and 33 decimals of lands lying and situated under Mouza: Krishnapur at present Shyamnagar, J.L. No.17, comprised under C.S. and R.S. Dag Numbers 2323, 2324, 2326, 2327, 2330 to 2333, 2343 to 2373, 2376 t 2393, 2395 to 2404, 2413 to 2417, 2425 to 2432, 2440, 2442 to 2491 and 2555 to 2558, A.D.S.R.O. Cossipore Dum Dum at present A.D.S.R.O. Bidhan Nagar (Salt Lake City), within P.S. Dum Dum at present Lake Town by virtue of a Registered Deed of Conveyance dated 27.11.1975 as executed and Registered by the Government of the State of West Bengal, registered on 28.11.1975 before S.R.O. Cossipore Dum Dum, registered in Book No. I, Volume No. 175, Pages from 193 to 200, being Deed No. 9811 for the year 1975 in pursuant to an Agreement for Sale dated 21.12.1951 for the purpose of allotting the same by dividing the same into various small plots to be distributed to its members being the displaced landless refugees coming from erstwhile East Pakistan now Bangladesh.

AND WHEREAS the deceased Ashutosh Ghosh and Khitish Chandra Ghosh being the two full blooded brothers being the landless refugees applied for a Plot of land

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and on such application, the said Krishnapur Refugee Co-Operative Colony Ltd. allotted a plot of land being Plot No. 514, Dum Dum Park, measuring an area of 7 Cottahs and 4 Chittaks more or less under Mouza: Krishnapur at present Shyam Nagar, J.L. No. 17, under part of C.S. and R.S. Dag No. 2368 and delivered possession to the said deceased Ashutosh Ghosh and Khitish Chandra Ghosh. But prior to execution and Registration of the proper Deed of Conveyance, the said Ashutosh Ghosh and Khitish Chandra Ghosh both died leaving behind their respective legal heirs and successors.

AND WHEREAS Ashutosh Ghosh died intestate leaving behind widow Subashini Ghosh and four sons Ranjit Kumar Ghosh, Manik Lal Ghosh, Pradip Kumar Ghosh and Pratap Kumar Ghosh and one married daughter Smt. Minati Ghosh, W/o Ajit Kumar Ghosh as his only legal heirs and successors.

AND WHEREAS Khitish Chandra Ghosh died intestate leaving behind widow Latika Rani Ghosh and four sons Joydeb Ghosh, Basudeb Ghosh, Swapan Kumar Ghosh and Tapan Kumar Ghosh and one married daughter Malati Ghosh, W/o Panchanan Ghosh as his only legal heirs.

AND WHEREAS thus from the said two wings i.e. the legal heirs and successors of Late Ashutosh Ghosh and Late Khitish Chandra Ghosh jointly got such allotment of the said 7 Cottahs 4 Chittaks of lands being numbered as Plot No. 514, Dum Dum Park, Kolkata – 700055 and subsequently the said Krishnapur Refugee Co-operative Colony Ltd. executed and Registered a Deed of Bengali Kobala in favour of the aforesaid legal heirs and successors of the deceased Ashutosh Ghosh and Khitish

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Chandra Ghosh on 06.05.1989 which was registered before the A.D.S.R.O. Bidhan Nagar (Salt Lake City) registered in Book No. I, Volume No. 78, Pages from 113 to 122 being No. 3668 for the year 1989 and such persons obtained possession thereof, pursuant to the possession of their respective predecessor-in-interest and are residing therein on raising construction of two separate residential units i.e. one by the legal heirs of Ashutosh Ghosh and another by the legal heirs of Khitish Chandra Ghosh having mutated their names in the official records of the South Dum Dum Municipality in respect of Municipal Holding no. 809, Dum Dum Park, under Ward No. 28.

AND WHEREAS subsequent thereto the widows of both Ashutosh Ghosh and Khitish Chandra Ghosh died subsequently and as such their respective 1/12th Share devolved upon their surviving sons and daughters by virtue of which each of the sons and daughters of the deceased Ashutosh Ghosh and Khitish Chandra Ghosh are having undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less along with undivided share of 320 Sq.ft. in the old building standing thereupon.

AND WHEREAS subsequently one of the son of Ashutosh Ghosh (since deceased) namely Ranjit Kumar Ghosh while was in possession of his undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less, together with the undivided 1/10th Share over the building measuring 320 Sq.ft. more or less, he died intestate on 13.11.2004 leaving behind the present Vendors i.e. widow, two sons and one married daughter respectively as his only legal heirs and successors who inherited jointly the undivided 1/10th Share of the said deceased Ranjit Kumar

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Sulphajit Buse Achroecup Ghosh in respect of the lands measuring 7 Cottahs and 4 Chittaks more or less, together with structure measuring 320 Sq.ft. more or less i.e. in total 522 Sq.ft. more or less of lands or equivalent to 11 Chittaks 27 Sq.ft. more or less with building measuring 320 Sq.ft. more or less to which they have got every right to cause transfer by way of sale, gift, lease, exchange, mortgage etc.

AND WHEREAS being in such joint undivided possession of the said 522 Sq.ft. of lands or equivalent to 11 Chittaks and 27 Sq.ft. of lands more or less along with building of 320 Sq.ft. more or less, the present Vendors proposed to transfer the same by way of Sale and was in search of suitable Purchaser/Purchasers and the Vendee/Purchaser on coming to know from reliable sources about such intention and desire of the Landowners made personal contacts with the Landowners wherein the Purchaser agreed to purchase and the Landowners agreed to sale the said SCHEDULE below Land, measuring 522 Sq.ft. of lands or equivalent to 11 Chittaks and 27 Sq.ft. of lands more or less with building measuring 320 Sq.ft. more or less, lying and situated under Mouza: Krishnapur at present Shyam Nagar, J.L. No. 17, under part of C.S. and R.S. Dag No. 2368, within the local limit of South Dum Dum Municipality, Ward No. 28, being Municipal Plot No. 514, Dum Dum Park, P.S. Lake Town, P.O. Bangur Avenue, Kolkata – 700055, District – North 24 Parganas at a total consideration of Rs.4,00,000/- (Rupees Four Lakhs) only.

THAT NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS: That in pursuance to such consideration of the said sum of Rs.4,00,000/- (Rupees Four Lakhs) only, paid by the Purchaser before the execution of these presents to the Landowners (the payment of which the Landowners doth hereby admits and

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Verilikajit Bose Advarati

acknowledges) the Landowners do hereby grant and transfer by way of sale unto the Purchaser forever ALL THAT lands measuring 522 Sq.ft. of lands or equivalent to 11 Chittaks and 27 Sq.ft. of lands more or less with building measuring 320 Sq.ft. more or less, lying and situated under Mouza: Krishnapur at present Shyam Nagar, J.L. No. 17, under part of C.S. and R.S. Dag No. 2368, within the local limit of South Dum Dum Municipality, Ward No. 28, being Municipal Plot No. 514, Dum Dum Park, P.S. Lake Town, P.O. Bangur Avenue, Kolkata - 700055, District - North 24 Parganas OR HOW - SO - EVER OTHERWISE the said land, hereditaments and premises or any part or parts thereof now are or hereto before were or was situated, butted, called, known, numbered, described or distinguished AND ALL THE legal incidents and inheritance and all the estate, right, title and interest uses, possessions property claim and what so ever forth with at law and in equity of the Landowners into and upon the said land and/or the messuage land hereditaments and premises or any part or parts thereof with true and correct copies of all deeds, pattahs, writings and evidences to the title in any way relating to the said land or any part or parts thereof which now or hereafter shall or may be in the custody power or possession of the same or which the Landowners can or may procure without any action or due suit at law or in equity TO HAVE AND TO HOLD the said Land hereby, granted, conveyed, transferred to expressed or intended so to be and every part thereof TOGETHER WITH the rights, members, appurtenances unto and to the use of the Purchaser absolutely and forever, free from all encumbrances and the Landowners will support any application made by the Purchaser for mutation of its name in respect of the land hereby sold.

Saubbajit Bose Advocalt

THE LANDOWNERS AND THE PURCHASER DOTH HEREBY COVENANT HERETO AS FOLLOWS:

- 1) That the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land. The Purchaser being the absolute owner of the said Land shall have every right to sell, transfer, mortgage and assign the said Land in any manner it like and that the Landowners hereto shall have no right to give any objection to such transfer.
- 2) That the Purchaser after registration and taking possession of the said Land shall be liable to pay the Municipal taxes to be assessed by the Municipal authority of the said premises. If in future water taxes be imposed by the Municipal Authority in respect of the said land.
- 3) That the Purchaser shall at all times hereafter indemnify the Landowners for nonobservance and nonperformance of the covenants and conditions contained in these presents as are required to observed and performed by the Purchaser.
- 4) The Purchaser shall not use the land in such a manner which may cause nuisance or annoyance to the neighboring land owners or which may likely to cause the same.
- 5) That the Purchaser shall not throw or accumulate dirt, rubbish, garbage and other waste products in front of its said land and shall not allow other person/persons to do the same.

Soukhajit Bore Advorate

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THE SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE LAND)

ALL THAT Bastu land measuring 522 Sq.ft. of lands or equivalent to 11 Chittaks and 27 Sq.ft. of lands more or less together with building measuring 320 Sq.ft. more or less, i.e. 160 Sq.ft. more or less in the Ground Floor and 160 Sq.ft. more or less in the First Floor, flooring of which made by net cement, being the undivided 1/10th Share of the present Vendors over their joint lands measuring 7 Cottahs 4 Chittaks be the same a little more or less along with their joint building, being a Two Storied Pucca Building old and dilapidated each floor of which is having 1600 Sq.ft. more or less i.e. in total 3200 Sq.ft. more or less lying and situated under Mouza: Krishnapur at present Shyam Nagar, J.L. No. 17, under part of C.S. and R.S. Dag No. 2368, within the local limit of South Dum Dum Municipality, Ward No. 28, being numbered as Municipal Holding No. 809, Dum Dum Park, being Plot/Premises No. 514, Dum Dum Park, P.S. Lake Town, P.O. Bangur Avenue, Kolkata – 700055, District – North 24 Parganas which is butted and bounded as follows:-

On the North	30ft. Wide Dum Dum Park Road	
On the South	By Bagzola Canal and embankment of the canal	
On the East	Partly by Plot Nos. 515, 517/1, Dum Dum Park	
On the West	Plot No. 513, Dum Dum Park	

Subbajit Bose
Advocate

IN WITNESS WHERE OF THE LANDOWNERS AND THE PURCHASER HERETO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURES, ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED sealed and delivered by the Landowners and the Purchaser at Kolkata in presence of the following

WITNESSES:-Judges' court (N) 24 pts 1. Aggit Clock
2. Smaket Clock
3. Arigist chost
4. Tapate Banik

Signature of the Landowners

2) Dipa gragh 101-700055

For CHIRANJEEVI HOMES PRIVATE LIMITED Lander Tairisfee

Signature of the Purchaser

-: Drafted by:-

(Subhajit Bose)

Advocate

(District Judge's Court at North

24 Parganas at Barasat)

Enrollment No: WB-234/2000

MEMO OF CONSIDERATION

Received with thanks from the above named Purchaser the sum of Rs.4,00,000/- (Rupees Four Lakhs) only as a total consideration amount in the following manner:-

Mode of Payment	In the name of	Dated/Drawn on	Amount
By way of Bank Draft being No. 976815	Surajit Ghosh (Vendor No.2 herein) for self and for Vendor No.1	Allahabad Bank, Dum Dum Park Branch dated 16.04.2019	Rs.2,00,000/-
By way of Bank Draft being No. 976816	Avijit Ghosh (Vendor No.3 herein)	Allahabad Bank, Dum Dum Park Branch dated 16.04.2019	Rs.1,00,000/-
By way of Bank Draft being No. 976814	Tapati Banik (Vendor No.4 herein)	Allahabad Bank, Dum Dum Park Branch dated 16.04.2019	Rs.1,00,000/-

Total Rs.4,00,000/-(Rupees Four Lakhs only)

SIGNATURE OF THE WITNESSES:

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Judges' about (N) ey pas.

2) Dépa grosp 201. 700055

1. Argist chast
4. Tapale Barriek

Signature of the Landowners

Sukhojit Box

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2019, Page from 34663 to 34702 being No 150201178 for the year 2019.



Digitally signed by AMITAVA DATTA Date: 2019.04.17 17:17:24 +05:30 Reason: Digital Signing of Deed.

Salla

(Amitava Dutta) 17-04-2019 17:17:14
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)