

5495/19

I-5217/2019

भारतीय न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES



पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Certified that the document is authentic to register. The Signature Sheet and endorsement Sheets attached to the document are the part of the document.

H 910431

Additional District Sub-Registrar
Chandernagore, Durgam Chauri, 2nd Flr. (Maid)

20 JUN 2019

Handwritten notes: 14 ch 0.25 ch, + 1.25 ch, comm 81

M/s. S. D. CONSTRUCTION
Rajesh Chakraborty
Partner

DEED OF SALE
Valued at Rs. 16,00,000/-

THIS DEED OF SALE is made on the 20th day of June in the English Calendar year of the Two Thousand Nineteen (2019).

BETWEEN

JXB

M/s. S. D. CONSTRUCTION
Rajesh Chakraborty
Partner

M/s. S. D. CONSTRUCTION
Uttam Chakraborty
Partner

SRI RABINDRA NATH CHAKRABORTY (having PAN AEUPC 7432 G), son of Late Dhirendra Lal Chakraborty, by faith - Hindu, An Indian Citizen, by occupation-Business, residing at 54/2, Sahid Khudiram Bose Sarani, Post Office - Ghughudanga, Police Station - Dum Dum, Kolkata - 700 030, District - North 24 Parganas, hereinafter called and referred to as the "VENDOR" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

- A N D -

(1) SRI DULAL CHAKRABORTY (having PAN AGNPC 6160 A),
(2) SRI UTTAM CHAKRABORTY (having PAN AIIPC 5063 B) and
(3) SRI BIPLAB CHAKRABORTY (having PAN AEWPC 5392 P), All are sons of Late Dhirendra Lal Chakraborty, All by faith - Hindu, All are Indian Citizens, All by occupation - Business and All are residing at 54/2, Sahid Khudiram Bose Sarani, Post Office - Ghughudanga, Police Station - Dum Dum, Kolkata - 700 030, District - North 24 Parganas, hereinafter collectively called and referred to as the "PURCHASERS" (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include their and/or each of their respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS Sri Banamali Adak, Sri Jitendra Nath Adak and Sri Krishna Chandra Adak, All sons of Late Hiralal Adak of Patipukur Goala Bagan, 3, Basti Lane, Kolkata - 700 048 (formerly known as Calcutta - 700 048) were the joint owners and absolutely seized and

M/s. S. D. CONSTRUCTION

Ripak Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Dulal Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Uttam Chakraborty
Partner

possessed of and/or otherwise well and sufficiently entitled to amongst other land All That piece or parcel of land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet comprised in Khatian No. 42 under Khatian No. 753 appertaining to R.S. Dag No. 4817 in Mouza - Kalidaha, J.L. No. 23, Revenue Survey No.16, Touzi No. 182, under the Police Station of Dum Dum and in the District of 24 Parganas now North 24 Parganas and within the local municipal limits of the South Dum Dum Municipality.

AND WHEREAS during the course of their joint enjoyments of the aforesaid land, the said three brothers, Banamali Adak, Jitendra Nath Adak and Krishna Chandra Adak owing to their lawful reasons and urgent requirement of money sold and transferred their said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet comprised in said Khatian No. 42 appertaining to R.S. Dag No. 4817 of Mouza - Kalidaha unto and in favour of Smt. Susama Sundari Paul by a registered deed of conveyance dated 22.03.1965 and registered in the office of the Sub-Registrar of Cossipore Dum Dum and recorded therein as Deed No. 2678 in Book No. I, Volume No. 47 at Pages from 94 to 97 for the year 1965 for valuable consideration mentioned therein.

AND WHEREAS after the purchase as aforesaid, the said Smt. Susama Sundari Paul while exercising her all right of ownership and possession in the said piece or parcel of land as the sole owner thereof duly mutated her name in the record of the said South Dum Dum Municipality as the lawful owner thereof and her aforesaid property duly been recorded in her name vide Holding No. 240/5, S. K. B. Sarani (formerly known as 240/5, Swamiji Sarani) and she had

JCB

M/s. S. D. CONSTRUCTION
Sudal Chaturvedi
Partner

M/s. S. D. CONSTRUCTION

Ullas Chaturvedi
Partner

M/s. S. D. CONSTRUCTION

Pratibha Chaturvedi
Partner

started to pay due taxes from time to time directly in her name to the authority concerned since then.

AND WHEREAS the said Smt. Susama Sundari Paul during the course of her enjoyment of the aforesaid land constructed one storied brick built building on a portion thereof and started to enjoy the same as the residential building for herself and other members of her family by paying relevant taxes to the authority concerned since then and her aforesaid property known, recorded and numbered as Premises No. 240/5, S. K. B. Sarani (formerly known as 240/5, Swamiji Sarani), Kolkata - 700 030.

AND WHEREAS the said Smt. Susama Sundari Paul owing to her lawful reasons and urgent requirement of money sold and transferred her said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet together with one storied building thereon being Premises No. 240/5, S. K. B. Sarani, Kolkata - 700 030 unto and in favour of Smt. Gouri Dey by a registered deed of sale dated 21.08.1991 and registered in the office of the Additional District Sub-Registrar of Cossipore Dum Dum and recorded therein as Deed No. 4555 in Book No. I, Volume No. 106 at Pages from 299 to 308 for the year 1991 for valuable consideration mentioned therein.

AND WHEREAS after purchasing the aforesaid property, the said Smt. Gouri Dey while exercising her all right of ownership and possession in the aforesaid property as the sole owner thereof sold and transferred her said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet together with building thereon being Premises No. 240/5, S. K. B. Sarani, Kolkata - 700 030 unto and in favour of the Party hereto of the One Part/Vendor and

JKS

M/s. S. D. CONSTRUCTION

Arul Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Uttam Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Ripha Chakraborty

Partner

the Party hereto of the Other Part/Purchasers, that is to say, the Parties herein by a registered deed of conveyance dated 17.02.2015 and registered in the office of the Additional Registrar of Assurances - II, Kolkata and admitted therein on 18.02.2015 and recorded therein as Deed No. 01895 in Book No. 1, CD Volume Number 11 at Pages from 874 to 894 for the year 2015 for valuable consideration mentioned therein.

AND WHEREAS after the purchase as aforesaid, the Party hereto of the One Part and the Party hereto of the Other Part while exercising their all right of ownership and possession in the aforesaid property as the co-owners thereof duly mutated their joint names in the record of the said South Dum Dum Municipality as the lawful owners thereof and their aforesaid property duly been recorded in their names Vide Holding No. 861, S. K. B. Sarani in Ward No. 17 and they have started to pay due taxes from time to time directly in their names to the authority concerned since then. It is recorded and pertinent to mention that the aforesaid land (more fully and particularly described and mentioned in the First Schedule written hereunder) duly been recorded in the L. R. Record of Rights in the names of said Banamali Adak, Jitendra Nath Adak and Krishna Chandra Adak under L.R. Khatian Nos. 1213, 466 and 295 appertaining to L. R. Dag No. 4817.

AND WHEREAS being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet together with building thereon being Municipal Holding No. 861, S. K. B. Sarani corresponding to Premises No. 240/5, S. K. B. Sarani, Kolkata - 700 030 (more fully and clearly described and mentioned in

M/s. S. D. CONSTRUCTION

Rajesh Chakraverty
Partner

M/s. S. D. CONSTRUCTION

Devi Chakraverty
Partner

M/s. S. D. CONSTRUCTION

Abhinav Chakraverty
Partner

the First Schedule written hereunder and hereinafter referred to as the "Said Property"), the Land Owners, that is to say, the Party hereto of the One Part and Other Part for their better enjoyments of the said property desired to develop their said property by constructing a new multi storied building thereon after demolishing the old existing building from the aforesaid land and as such they submitted for sanction of a building plan before the said South Dum Dum Municipality with an object to construct a new multi storied lift facilitated building upon their aforesaid land and concerned authority of the said South Dum Dum Municipality duly sanctioned the said plan Vide No. 556 (2017-2018) dated 07.11.2017 (hereinafter referred to as the "Said Plan") by allowing to construct a new multistoried building upon the said property on the basis of the said sanctioned plan.

AND WHEREAS the Party hereto of the One Part/Vendor and the Party hereto of the Other Part/Purchasers are now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land measuring more or less 3 (Three) Cottahs, 8 (Eight) Chittaks 1 (One) Square Feet together with cement flooring 500 square feet one storied brick built building thereon being Municipal Holding No. 861, S. K. B. Sarani corresponding to Premises No. 240/5, S. K. B., Sarani, Kolkata - 700 030 (more fully and particularly described and mentioned in the First Schedule written hereunder) together with the right to construct multi storied building upon the said property on the basis of the said plan sanctioned by the South Dum Dum Municipality, which is free from all encumbrances and liabilities and except the Parties herein there are no other person or persons have any right, title, interest or claim to

1/23

M/s. S. D. CONSTRUCTION

Debil Chaudhary
Partner

M/s. S. D. CONSTRUCTION

Uttam Chaudhary
Partner

M/s. S. D. CONSTRUCTION

Debil Chaudhary
Partner

the said property and the Parties herein became each entitled to an undivided 1/4th share of the said property.

AND WHEREAS the Party hereto of the One Part/Vendor, Rabindra Nath Chakraborty is the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to undivided 1/4th share (more fully and particularly described and mentioned in the Second Schedule written hereunder) in the said property and the Party hereto of the One Part/Vendor has good right full power indefeasible title and absolute authority to transfer his aforesaid undivided 1/4th share in the said property in any manner whatsoever.

AND WHEREAS the Vendor owing to his lawful reasons and urgent requirement of money declared to sell his aforesaid undivided 1/4th share in the said land of 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet equivalent to an area of 630.25 square feet or 0-14-0.25 (Fourteen Chittaks Zero point Two Five) square feet more or less together with undivided 1/4th share in the said cement flooring of 500 square feet building thereon equivalent to an area of 125 square feet more or less together with the right of said sanctioned plan (more fully and clearly described and mentioned in the Second Schedule written hereunder and hereinafter referred to as the said "Sale Property") at or for a total consideration of Rs. 16,00,000/- (Rupees Sixteen Lac) only and the Purchasers herein offered to purchase the said sale property at or for the said total consideration of Rs. 16,00,000/- (Rupees Sixteen Lac) only, to which offer the Vendor duly agreed to sell the said sale property to the Purchasers herein at or for the said total consideration of Rs. 16,00,000/- (Rupees Sixteen Lac) only.

M/s. S. D. CONSTRUCTION

Rabindra Chakraborty
Partner

JKS

M/s. S. D. CONSTRUCTION

Rabindra Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Rabindra Chakraborty
Partner

AND WHEREAS the Purchasers have paid to the Vendor the said sum of Rs. 16,00,000/- (Rupees Sixteen Lac) only as shown in the Memo of Consideration herein below written.

AND WHEREAS the Vendor has received from the Purchasers the said sum of Rs.16,00,000/- (Rupees Sixteen Lac) only as full and final consideration money of the said sale property (more fully and clearly described and mentioned in the Second Schedule written hereunder) and subsequently the Vendor handed over the peaceful khas vacant possession thereof unto the Purchasers and the Purchasers have accepted the same from the Vendor with their full satisfactions.

NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSETH that in terms and covenants hereto before recited and in pursuance of the said consideration of the said sum of Rs. 16,00,000/- (Rupees Sixteen Lac) only being the full consideration price truly paid by the Purchasers to the Vendor and the Vendor doth hereby as well as by the Memo of Consideration hereinafter written admit and acknowledge and he, the Vendor doth hereby this conveyance grant sale transfer convey and assign unto and in favour of the Purchasers undivided 1/4th share in All That piece or parcel of land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet be the same a little more or less together with undivided 1/4th share in the said cement flooring of 500 square feet building thereon together with the right of said sanctioned plan, lying and situate within the Mouza -- Kalidaha comprised in Khatian No. 42 appertaining to R.S. & L. R. Dag No. 4817, J.L. No. 23 being municipal Holding No. 861, S. K. B. Sarani, Kolkata - 700 030 being the land hereditaments and premises and more fully described and mentioned in the Second

1/13

M/s. S. D. CONSTRUCTION
Udit Chatterjee
Partner

M/s. S. D. CONSTRUCTION
Utkarsh Chatterjee
Partner

M/s. S. D. CONSTRUCTION

Utkarsh Chatterjee
Partner

Schedule hereunder written and hereinafter for the sake of brevity referred to as the said "Sale Property" together with all airs other lights paths and passage drain sewers courses and all manner of former and other rights, liberties easements claims privileges appendages appurtenances whatsoever belonging to the said sale property or in anywise appertaining thereto or with the same or any and every part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto and all the estates right title interest inheritance reversion use trust possession property claim and demand whatsoever both at Law and in Equity of the said Vendor into and upon the said sale property or any or every part thereof and all deeds pattas and muniments writings and evidences of title which is anywise relates to the said property or any part or parcel thereof which now is or hereinafter shall or may be in the custody power or possession of the Vendor or any person or persons from whom the same can be or may be procured without any action or suit at law or in equity together with the right of production of documents which the Vendor has acquired under the aforesaid indentures/deeds and from the Court of Law which may be in the custody power or possession with him together with the right of passage and all other allied right of easements connected therein TO HAVE AND TO HOLD the said sale property hereby sold transferred granted released conveyed or expressed or intended so to be unto the Purchasers according to the nature and tenure thereof forever and the said Vendor doth hereby covenants with the Purchasers that NOTWITHSTANDING any act deed or thing whatsoever by the said Vendor done or omitted or knowingly suffered to the contrary the said Vendor has full power and absolute authority and indefeasible title to the said sale property hereby granted released conveyed or expressed

M/s. S. D. CONSTRUCTION

Deepak Chaturvedi

Partner

JCB

M/s. S. D. CONSTRUCTION

Deepak Chaturvedi

Partner

M/s. S. D. CONSTRUCTION

Ullas Chaturvedi

Partner

and intended so to be unto and every part thereof for a good and perfect and indefeasible estate of inheritance equivalent to an estate in fee simple in possession without any manner of condition use trust power or any other restriction cause matter or thing whatsoever to alter charge defeat encumber or make void of the same and the said Vendor has now in himself good right full power and absolute authority to grant sell and transfer and convey the said sale property hereby granted sold transferred conveyed and assigned or expressed or intended so to be unto and to the use of the Purchasers in the manner as aforesaid AND it shall be lawful for the said Purchasers from time to time and at all times hereafter peaceably and quietly to enter into and upon and to have hold occupy possess and enjoy the said sale property and to receive the rents issues and profits thereof and of every part thereof for their own use and benefit without any lawful eviction interruption claim or demand whatsoever from or by the said Vendor or any person or persons lawfully or equitably claiming from under or in trust for the said Vendor and that from and clear and freely and clearly and absolutely acquitted exonerate and released or otherwise by and at the cost and expenses of the said Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other estates titles trouble charges liens debts encumbrances whatsoever made executed or suffered by the said Vendor or any person or persons lawfully or equitably claiming as aforesaid and further that the said Vendor and all persons claiming as aforesaid who shall or may have claim or any estate right title and interest inheritance the Second Schedule property claim or demand whatsoever either at law or in equity into or upon the said sale property or any and every part thereof from under the said Vendor

M/s. S. D. CONSTRUCTION

Rajesh Chhabra

JCB

M/s. S. D. CONSTRUCTION

Rajesh Chhabra

Partner

M/s. S. D. CONSTRUCTION

Ujjwal Chhabra

Partner

and the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such deeds and things whatsoever for further better and more perfectly assuring the said sale property and every part thereof unto and in favour of the Purchasers as shall or may be reasonable required.

Fingerprints of both the hands of the Vendor and the Purchasers along with their photographs have hereto duly been furnished and annexed herewith in the separate sheet at Page No. "15" formed out part of this document.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Being the "Said Property")

ALL THAT cement flooring 500 square feet one storied brick built building together with the piece or parcel of "Bastu" Land thereunto belonging whereon or part whereof the same is erected and built containing by estimation an area of 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet be the same a little more or less, lying and situate within the Mouza - Kalidaha, comprised in Khatian No. 42 under Khatian No. 753 appertaining to R.S. Dag No. 4817 corresponding to L.R. Dag No. 4817, J.L. No. 23, Revenue Survey No.16 appertaining to Touzi No. 82, under the Police Station of Dum Dum and in the District of North 24 Parganas and within the local municipal limits of the South Dum Dum Municipality in Ward No. 17 being Municipal Holding No. 861, S.K.B. Sarani corresponding to known, recorded and numbered as Premises No. 240/5, S.K.B. Sarani (formerly known as Swamiji Sarani), Kolkata - 700 030 and the said property is lying within the Jurisdiction of the Additional District Sub-Registrar of Cossipore Dum Dum, 24 Parganas (North)

JKB

M/s. S. D. CONSTRUCTION

Sudal Chatterjee
Partner

M/s. S. D. CONSTRUCTION

Ullas Chatterjee
Partner

M/s. S. D. CONSTRUCTION

Rupak Chatterjee
Partner

and the said property is butted and bounded by the manner following, that is to say :-

ON THE NORTH BY : 12 feet wide Municipal Road ;

ON THE SOUTH BY : House of Hirak Chowdhury ;

ON THE EAST BY : Maa Tara Apartment ;

ON THE WEST BY : House of Prasanta Saha.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Being the said "Sale Property" hereby Conveyed)

Undivided 1/4th share in the aforesaid land of 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet equivalent to an area of 14 (Fourteen) Chittaks 0.25 (Zero point Two Five) Square Feet be the same a little more or less together with undivided 1/4th share in the aforesaid cement flooring of 500 square feet of one storied building equivalent to an area of 125 square feet more or less together with easement rights connected and/or related to the said property is being sold, conveyed and transferred to these presents in favour of the Purchasers hereto. Accordingly the Purchasers herein became the joint owners of the said property described and mentioned in the First Schedule above.

M/s. S. D. CONSTRUCTION

Rajesh Choudhury
Partner

JKB

M/s. S. D. CONSTRUCTION

Udit Choudhury
Partner

M/s. S. D. CONSTRUCTION

Uttam Choudhury
Partner

IN WITNESS WHEREOF the Vendor and the Purchasers have hereunto set and subscribed their respective hands and signatures on the day, month and year first above written.

SIGNED AND DELIVERED
by the said

Rajendra Nath Chakrabarty

VENDOR

- AND -

SIGNED AND ACCEPTED
by the said

Subal Chakrabarty
Uttam Chakrabarty
Ripul Chakrabarty

PURCHASERS

IN THE PRESENCE OF
FOLLOWING WITNESSES :

1. Signature : *Pulak Kumar Bhattacharya*
Address : *147, Sarat Bose Rd, KOL-65*
2. Signature : *Mainak Chakrabarty*
Address : *526, Sarat Bose Road.*
KOL-65.
3. Signature : *Swayam Kanti Ghosh.*
Address : *47, Vidyasagar Road.*
KOL-77

M/s. S. D. CONSTRUCTION

Ripul Chakrabarty
Partner

M/s. S. D. CONSTRUCTION
Subal Chakrabarty
Partner

M/s. S. B. CONSTRUCTION
Uttam Chakrabarty
Partner

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 16,00,000/- (Rupees Sixteen Lac) only as full and final consideration money of the said sale property described and mentioned in the Second Schedule above as per Memo below :-

M E M O

Date	Cheque No.	Bank	Branch	Amount (Rs.)
20.06.2019	664151	U B I	Kalindi West	5,00,000.00
20.06.2019	664152	-do-	-do-	1,00,000.00
20.06.2019	000006	I andhan	Bangur Avenue	5,00,000.00
20.06.2019	000007	-do-	-do-	5,00,000.00
Total				16,00,000.00

(Rupees Sixteen Lac only)

Rajendra Nath Chakrabarty

VENDOR

WITNESSES :

1. Pulak Kumar Bhattacharjee
2. Manish Chatterjee
3. Swapnil Kumar Ghosh

M/s. S. D. CONSTRUCTION

Rajendra Nath Chakrabarty
Partner

Drafted by me and prepared in my office.

Jayanta Kumar Bhaumik Adv.
Jayanta Kumar Bhaumik,
Advocate.
High Court, Calcutta.
WB/627/87.

M/s. S. D. CONSTRUCTION

Uttam Chatterjee
Partner

M/s. S. D. CONSTRUCTION

Rajendra Nath Chakrabarty
Partner

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2019, Page from 254148 to 254175
being No 150605217 for the year 2019.



Digitally signed by SUMAN BASU
Date: 2019.06.24 15:06:17 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 24/06/2019 15:05:54
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

M/s. S. D. CONSTRUCTION

Siddha Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Ripha Chakraborty
Partner

M/s. S. D. CONSTRUCTION

Alham Akhbar
Partner

(This document is digitally signed.)