

GOOPTU.

# INDIA NON JUDICIAL

085901

# DEED OF SALE

~~Executors, legal representatives and assigns) of the~~ **ONE PART.**

By

42

স্মারক - 5741 তারিখ 27-1-2006.

স্মারক - 5741

স্মারক - Balanko Gopu

স্মারক - 65/C/1, Prince G.H. Shah Rd. P.S. Tongu.

স্মারক - Bipy Wirmuaty

স্মারক - নাইসেল প্রান্ত হাঙ্গ ডেভার

স্মারক - গণিতের দ্বারা এ. ডি. এস. আর. কটি

স্মারক - বি

স্মারক - উত্তর দিক - বিজয়কাল

স্মারক - ইতিহাস - ব্যাংকপু

স্মারক - বি. ক.

স্মারক - গণিতের দ্বারা

26th Feb

Balanko Gopu

Balanko Gopu

2976

Peru

Balanko Gopu  
12 FEB 2006

2977

SHIVCON

Debjit Saha

Peru

2978

SHIVCON

Shakti Saha

Peru

P.T.O


























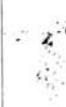






12 8 FEB 2006



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**SPECIMEN FORM FOR TEN FINGERPRINTS**





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SL. NO.	Signature of the Executants/Presentants						
	Balakrishna Gopali						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
	Sebijit Saha						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
	Dipankar Saha						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					

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**SPECIMEN FORM FOR TEN FINGERPRINTS**

SL. NO.	Signature of the Executants/Presentants					
	 Shekar Saha					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
	(Right Hand)					
		Little	Ring	Middle	Fore	Thumb
	(Left Hand)					
		Thumb	Fore	Middle	Ring	Little
	(Right Hand)					

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(2)

The vendor is represent by her constituted Attorney (1) **SRI DEBOJIT SAHA** (2) **SEKHAR SAHA** (3) **DIPANKAR SAHA** all sons of Sri Dulal Chandra Saha, by a registered power of Attorney dated 20.12.2002.

A N D

**M/S. SHIVCON** a registered partnership firm having its office at 112/5, P.K. Guha Lane, Police Station, Dum Dum, Kolkata - 700 028, represented by its partners namely (1) **SRI DEBOJIT SAHA** (2) **SEKHAR SAHA** (3) **DIPANKAR SAHA** all sons of Sri Dulal Chandra Saha, all by faith - Hindu, all by occupation - Business, all are residing at 112/5 P.K. Guha Lane, Police Station Dum Dum, Kolkata - 700 028, hereinafter called the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors administrators legal representatives and assigns) of the **SECOND PART.**

A N D

**SRI BALARKO GOOPTU** son of Pabitra Gooptu, by faith - Hindu, by occupation- Service, residing at 65/C/1, Prince G.H. Shah Roads, P.S. Tollygunj, Kolkata -700032, District 24 Parganas (South), hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed mean and include his heirs, executors, administrators legal representatives or assigns) **THIRD PART**

By

3.

**WHEREAS** one Madhab Chandra Paul was owner of a plot of land measuring an area of 2 (two) Cottas 15 (Chittacks) 35 (thirty five) Sq. ft. more or less with building, lying and situated at District North 24 Parganas, Police Station Dum Dum, A.D.S.R. Cossipore Dum Dum, Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 175, R.S. Khatian No. 2186, C.S. Khatian No. 393, Dag No. 2073 being Holding No. Former 29 Now 256, Pulin Avenue, Kolkata - 700 081.

**AND WHEREAS** said Madhab Chandra Paul while seized and possessed the said land sold the said property for valuable consideration unto the vendor herein by a registered deed of sale dated 04.07.1979 and said deed was registered in the office of sub registrar Cossipore Dum Dum in Book No. 1, Volume No. 117, Pages 6 to 9, Being no. 4978 for the year 1979.

**AND WHEREAS** the vendor herein become the owner of the above property by virtue of purchase as aforesaid and mutated her name in the record of the Dum Dum Municipality and said property stand recorded her name as Holding No. 256, Pulin Avenue Kolkata - 700 081.

**AND WHEREAS** the entire property is described in the schedule 'A' below.

**AND WHEREAS** in view to develop her property the vendor herein entered into an agreement with the CONFIRMING PARTY herein on 20.11.2002 for developing her property.

**AND WHEREAS** vendor herein executed a power of Attorney in favour of the CONFIRMING PARTY herein on 20.12.2002.

**AND WHEREAS** confirming party herein having thus become vested with authority as stated herein above has taken appropriate steps for construction of a five storied building in the said premises / Holding No. 256, Pulin Avenue, Kolkata - 700 081 and got a sanction building plan from Dum Dum Municipality and constructed a building according to said sanctioned plan.

By



**AND WHEREAS** as per condition of the said agreement the **CONFIRMING PARTY** herein duly full fill the vendor allocation or demand.

**AND WHEREAS** as per terms of the said Agreement the **CONFIRMING PARTY** herein announced for sale of the above flats at Holding No. 256, Pulin Avenue and in response to above announcement the purchaser herein offered to purchase a flat on the said building.

**AND WHEREAS** as **CONFIRMING PARTY** herein agreed to sale and the purchaser herein agreed to purchase all that self contained flat having a super built up area 1850 sq. ft. more or less on the **Fourth floor , being flat No. 4A**, on the said Five storied building at the said property Holding No. 256, Pulin Avenue , Kolkata- 700 081 together with proportionate share or interest in the land underneath together with other as required for convenient enjoyment of flat free from all encumbrances at or for a price of **Rs. 20,35,000/- (Rupees Twenty Lakh Thirty five thousand ) only**.

**NOW THIS DEED OF SALE WITNESSETH**, that in consideration of the sum of **Rs. 20,35,000/- (Rupees Twenty Lakh Thirty Five thousand) only** paid by the purchaser to the **CONFIRMING PARTY** herein or before the execution of these presents (the receipts whereof the **VENDORS** do hereby as well by the receipt hereunder written admit and acknowledge) the vendor **CONFIRMING PARTY** forever acquit release unto the purchaser the said flat with all right of the vendor and **CONFIRMING PARTY** do hereby grant convey, sell, transfer assure and assign unto in favour of the purchaser the said flat on the **Fourth floor , Being flat No.4A**, having super built up area 1850 sq. ft. super built up area described in the schedule 'B' hereunder written and together with undivided proportionate share of interest in the land on which the said u building is situated being Holding No. 256, Pulin Avenue and also the right to use common portions

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with other co owners **AND AS TO HOLD** the said flat on **Fourth Floor, flat No.4A**, having a super built up area 1850 sq. ft. more or less at Holding No. 256 Pulin Avenue, hereby granted sold, conveyed transferred with proportionate land forever and the **VENDOR, CONFIRMING PARTY** have good right full power absolute authority and indefeasible title to grant sold conveyed the said flat unto and to the use of the purchaser and the purchaser shall and may at all times hereafter peaceably and quietly posses and enjoy the said flat and every part thereof and receive rents issues and profits thereof with any lawful eviction interruption claim or demand whatsoever from or by the vendors and confirming party herein or any person lawfully or equitably claiming and the vendor and confirming party shall and will from time to time and all times hereafter at the request and costs of the purchaser do and execute or cause to be done execute at such acts deeds and things whatsoever for further better for perfectly assuring the said flat and every part thereof unto and to the use of the purchaser **TO HAVE AND TO HOLD** the said flat and undivided proportionate share in the land hereby conveyed in the said building are free from all encumbrances discharge from and against all manner trust lines lispens.

**NOW IT IS FURTHER AGREED AND DECLARED** between the parties as follows :-

1. The **purchaser** herein shall be liable to pay timely, maintenance charges along with other co- owners which shall be determined by the flat owners, association and to pay taxes to the Dum Municipality with regard to the said flat.
2. That the **purchaser** herein shall have full and absolute preparatory right dutch as the vendor derive from their title.
3. That the **Purchaser** at her own cost shall maintain and keep the said flat in good condition as to protect the main walls, ceiling roof, floor and structure of the said building and shall abide by the rule of the all Government authority and rule of the flat owners Association.

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4. The **Purchaser** shall not make any structural addition or alteration in the said flat or erect any brick walls in the flat without property written consent from the Dum Dum Municipality.
5. The **Purchaser** shall in any way cause damage to the main structural walls in the said building which may be prejudicial to the interest of the other flat owners.
6. The purchaser shall not decorate the exterior portion of the said flat otherwise than in manner decided by the other flat owners.
7. The purchaser shall from time to time and all times hereafter contribute and proportionate share of the total cost or expenses or outgoings which may hereafter be reasonably incurred.
8. The purchaser undivided right title and interest of proportionate undivided share in the said land more fully described in the schedule 'A' more under written shall remain joint for all times with other flat owners and said flat is impartible.

**PROVIDED HOWEVER AND IT IS EXPRESSLY AGREED AND DECLARED BY AND between the parties hereto as follows :-**

- a) The purchaser shall have right to mutate his name in respect of the said flat concerned with the Municipal Authority and shall pay rents and taxes.
- b) The purchaser at his own cost and expenses may or shall be entitled to install separate electric meter in his own name.
- c) The purchaser at his own costs and expenses shall make all repairs of his flat but the purchaser shall have to bear the said structural repair charges of the outside portions, external portion of the building common areas proportionally with other flat owners.

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- d) The purchaser shall have no right to raise the permanent structure on the roof but with the permission of the other flat owners the purchaser may use the roof for holding social function but he shall remove the pandel as the said function is over.
  - e) The purchaser neither shall use the said flat in any manner which may or likely to causes nuisance or annoyance to the other flat owners in the said building nor shall use the same for illegal or immoral purpose only for residential purpose.
  - f) The said flat is heritable and transferable like other immovable property. The purchaser shall have absolute authority to sale, transfer, assign, mortgage gift let our the said flat.
  - g) The purchaser shall not store in the said flat any inflammable articles or combustibile articles or any other articles giving on offensive smell.
  - h) The purchaser shall not store or accumulate any material into or over the common passage or any other part which may constituted any nuisance or disturbances to the other flat owners.

#### COMMON PORTIONS:

- a) The foundation columns, beams, supports main walls, corridors, lobbies, stair, stairways and exists of the building and roof.
- b) Concealed electric wiring and fittings and fixtures for lighting in the staircase lobby, landings and the common passage common areas in the building ..
- c) Drains and sewers from the building to the Municipal duct.

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- d) Staircase having lighting fixtures and windows with steel and with steel and with glass.
- e) Water pump with motor together with space required thereof for overhead water tank and distribution pipes from the pump to water tank and from the tank to different flats.
- f) Water and sewerage evacuation pipes from the flat to drain and sewers sanitary chambers to the building.
- g) Boundary walls and main gate of the building.

#### **COMMON EXPENSES: -**

The expenses for maintenance for white washing painting repairing redecorating and lighting the common portion.

The Salaries and other expenses of a person employed for the common purpose.

All other expenses as may be deemed fit and settled by the flat owners association for maintenances and managements of the building.

The purchaser has examined the facilities fittings and fixtures provided in the building including the said flat and has fully satisfied him self with regard to the construction and facilities scope and extent of the benefit rights interest provided to the purchaser and the purchaser shall not claim or demand whatsoever against the vendor and developer in future.

#### **SCHEDULE 'A' ABOVE REFERRED TO**

ALL THAT piece and parcel of Bastu land measuring 2(two)<sup>Cottah</sup> 15 (fifteen) Chittacks 35 (thirty five) sq. ft. be the same a little more or less, with Five storied building thereon lying and situated at District 24 Parganas

By



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9.

(North), Police Station Dum Dum, Additional District Sub- Registration office Cossipore Dum Dum, at **Mouza - Sultanpur**, Touzi No-173, J.L. No. 10, R.S. No. 148, C.S. Khatian No. 393, R.S. Khatian No. 2186, Dag No. 2073, Being Premises/ Holding No. **29 (old), 256 (new) Pulin Avenue, Kolkata - 700081**, within Ward No. 4, under Dum Dum Municipality.

Butted and bounded by :

ON THE NORTH : Dag No. 2073 (p)

ON THE SOUTH : Municipal Road

ON THE WEST : Municipal Road .

ON THE EAST : Dag No. 2073 (p)

#### **SCHEDULE 'B' ABOVE REFERRED TO**

**(Description of the flat hereby conveyed)**

**ALL THAT** self contained flat on the **Fourth Floor, being Flat No.4A**, having a Super Built-up area **1850 Sq. ft.** be the same a little more or less of the said Five storied building stands being premises/Holding No. **29 (old), 256 (new) Pulin Avenue, Kolkata - 700081**, described in the schedule 'A' above together with undivided proportionate share or interest or ownership in the land on which said 'three storied building stands'.

Delineated in the Map or Plan annexed herewith and therein-bordered **RED.**

Ten finger impressions ~~the~~, Confirming party and the **Purchaser** are enclosed in page No.

Buy

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10.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day month and year first above written

SIGNED SAEALED AND DELIVERED

IN THE PRESENCE;

1. Arup Das  
Salt Lake  
Cal-91

Debasjit Saha  
Dipankar Saha  
Shekhar Saha  
Constituted Attorney of  
Shipra Das Sengupta

SIGNATURE OF THE VENDOR

2. Sanjit Talukdar  
Salt Lake. Cal-64

SHIVCON  
Debasjit Saha  
Partner

SHIVCON  
Dipankar Saha  
Partner

SH.  
Shekhar Saha  
Partner

SIGNATURE OF THE CONFIRMING PARTY

Balaram Ghosh

SIGNATURE OF THE PURCHASER.

11.

RECEIVED sum of Rs. 20,35,000/- (Rupees Twenty Lakh Thirty Five thousand) only from the within mentioned Purchaser as per given below

## MEMO OF CONSIDERATION

By cash on different dates  
Rs 5,58,000/-

By cheque on Bank of India  
Bomkagar branch Rs 14,77,000/-

Rs 20,35,000/-

Rupees Twenty lakh, thirty-five thousand only

SHIVCON  
Debasjit Saha  
Partner

SHIVCON  
Dipankar Saha  
Partner

SHIVCON  
Shelkar Saha  
Partner

## WITNESSES

1. Arup Das

## SIGNATURE OF THE CONFIRMING PARTY

2. Sanjib Talukdar.

Deed prepared by me -

A. Roy  
Adv.  
High Court Cal.  
WD/447/665/97

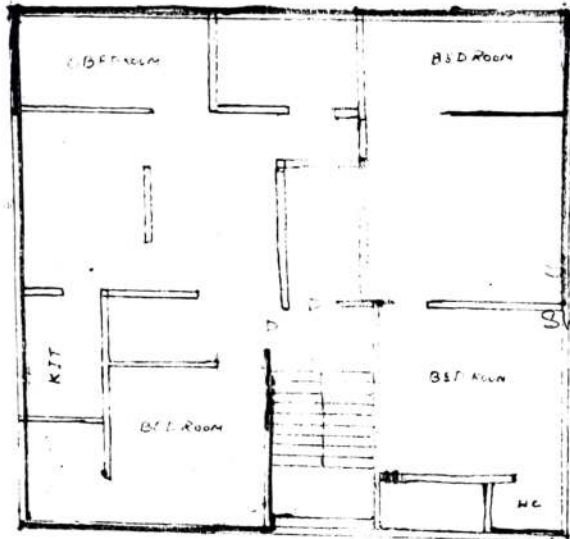
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2

SS

SITE PLAN OF FIVE STORED  
BUILDING AT MOUZA-SULTANFOR  
JL NO-10 KHATIAN NO-2186 DAG NO-2073  
HOLDING NO-256. POLINA AVENUE HARD NO-4  
DUMDUM MUNICIPALITY. P.S. DUM DUM  
NORTH 24 PARGANAS.  
SUPER BUILT UP AREA- 1850 Sqft  
Floor- 4th Floor.



SHIVCO  
Debasit Saha  
Partner

4TH FLOOR

Balarko Gupta

SHIVCO  
Dipankar Saha  
Partner

SUMAN HORE  
S.E. (CIVIL)  
S.S.M. - PWD/A/P  
Debasit Saha

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FEB 2006

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