TAPAS CHAKRABORTY (Adv)

Serampone Court Serampore, Hooghly -5000, (Five Thousand only) ট্যাম্প ভেগুর ঃ শ্রী অভিত্তিৎ ভার্ট মে: ভানাই এ. ডি. সাৰ - রেজিন্তী অফিস, জনাই, তুগলী ma Par



Addi. Disi Sub-Registrai UTTARPARA HOOGHLY

0 5 JUN 2027

(1) SMT. PAPRI CHOWDHURY, wife of Sri Mintu Ranjan Chowdhury, alias Mintu Chowdhury and daughter of Amulya Ranjan Dey, PAN No. AGSPC1479K, Aadhar No.6788 4037 6714, by nationality – Indian, by caste – Hindu, by occupation – Housewife, and (2) SRI PRITAM CHOWDHURY, son of Sri Mintu Ranjan Chowdhury alias Mintu Chowdhury, PAN No. ATRPC3769J, Aadhaar No.5213 3439 7690, by nationality – Indian, by caste – Hindu, by occupation – Service, both residing at 108/2, B.B.D.Road, P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, Pin – 712233, hereinafter referred to as the "OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes their legal heirs, executors, successors, administrators, legal representatives and or assigns) of the ONE PART.

#### A - N - D

"COZY CONSTRUCTION", (PAN No. AAOFC1695B), a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, by faith- Hindu, by occupation- Business, PAN No. AGRPD2928H, AADHAAR No. 453103840075, residing at 303, B.B.D. Road, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, Pin- 712233, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, Indian citizens, by caste Hindu, by occupation business, PAN No. AYZPK6585D, AADHAAR No. 467559055867, residing at Flat no.102, 1st floor, 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, Indian citizen, by caste Hindu, by occupation business, PAN No. AKFPD4568B, AADHAAR No. 660013075430, residing at 50/1, Kotrung Govt. Colony-2, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, PAN No. BKCPS9476B, AADHAAR No. 631962907297, Indian citizen, by faith Hindu, by occupation business, residing at 120, B. B. D. Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin 712233, 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, PAN No. AFUPG6693L, AADHAAR

No. 819027311064, Indian citizen, by faith Hindu, by occupation business, residing at 125/B, Bireswar Banerjee Street, P.O. Bhadrakali, P.S. Uttarpara, Dist. Hooghly, Pin 712232, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by and/or repugnant to the subject or context, be deemed to mean and includes its heirs, legal representatives, successors - in- interest, executors, administrators and/or assigns) of the OTHER PART.

WHEREAS ALL THAT piece and parcel of "Viti" land measuring 03 Cottahs 01 Chittack be the same or a little more or less comprised in C.S. & R.S. Plot No.1191 under Khatian No.738, situate and lying with Mouza – Kotrung, J.L.No.8, formerly under A.D.S.R. Office at Serampore presently under A.D.S.R. Office at Uttarpara, within the ambit of Uttarpara-Kotrung Municipality P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, Pin – 712233, was originally belonged to one Sri Manindra Nath Biswas, son of Late Bhupendra Nath Biswas, who being absolute owner had been in peaceful possession of the afore mentioned land by paying relevant taxes and khazana in his own name to the competent authorities at a regular basis.

AND WHEREAS while in peaceful possession of the aforesaid property without any interruption from others, the said owner namely Sri Manindra Nath Biswas sold and transferred the aforementioned land measuring 03 Cottahs 01 Chittack be the same or a little more or less in favour of Sri Manindra Nath Saha, son of Sri Jashoda Kumar Saha, by virtue of a Deed of Sale duly registered with the office of the Sub-Registry Office at Serampore on 31.07.1967 and duly recorded therein in Book No.I, Volume No.126, in pages from 196 to 201, being No.6637 for the year 1967 and delivered khas vacant possession of the said land to him.

AND WHEREAS by virtue of the said Deed of Sale being No.6637 for the year 1967, the said Sri Manindra Nath Saha became absolute owner of the aforementioned land and being absolute owner he mutated his name in the record of the Uttarpara-Kotrung Municipality being Municipal Holding No.30, Battala Bye Lane – 2, P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, Pin – 712233, and his name had also been published in the record of Settlement as absolute owner and possessor and subsequently during Land Reforms Operation in the State of West Bengal his name had finally been published as

an absolute owner and possessor in L.R. Plot No.1904 under L.R. Khatian No.2751/1 and he used to pay relevant taxes to the Municipality and rent to the Government in his own name at a regular basis and he was in absolute peaceful possession of the said property free from all encumbrances.

AND WHEREAS Sri Manindra Nath Saha was absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of "Viti" land measuring 03 Cottahs 01 Chittack be the same or a little more or less comprised in R.S. Plot No.1191 under R.S. Khatian No.738 corresponding to L.R. Plot No.1904 under L.R. Khatian No. 2751/1, situate and lying within Mouza – Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore, presently under A.D.S.R. Office at Uttarpara within the ambit of Uttarpara-Kotrung Municipality, being Municipal Holding No.30, Battala Bye Lane – 1, Ward No.7, P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, Pin – 712233, which is morefully and particularly described in the Schedule written hereunder free from all encumbrances without any interruption from others by paying relevant taxes and khazana to the competent authorities at a regular basis free from all encumbrances.

AND WHEREAS by virtue of a Power of Attorney duly registered on 01.06.2012 with the office of the Additional Registrar of Assurances-III, Kolkata, recorded in Book NO.4, CD Volume No.5, in pages from 6559 to 6568, being No.03318 for the year 2012, the said owner namely Sri Manindra Nath Saha, son of Late Jashoda Kumar Saha, appointed Mrs. Konica Chowdhury, wife of Late Paresh Nath Chowdhury of 381, B.B.D.Road, P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, Pin – 712233, as his lawful Constituted Attorney conferring all powers in favour of her including right of sale in respect of the said land measuring 03 Cottahs 01 Chittack be the same or a little more or less morefully described in the Schedule of property written hereunder.

AND WHEREAS while in peaceful possession the said Sri Manindra Nath Saha, son of Late Jashoda Kumar Saha, through his lawful Constituted Attorney namely Mrs. Konica Chowdhury, wife of Late Paresh Nath Chowdhury, sold and transferred his aforementioned land measuring 03 Cottahs 01 Chittack be the same or a little more or less, which is morefully and particularly described in the Schedule of Property written hereunder in favour of (1) Smt. Papri Chowdhury and (2) Sri Pritam Chowdhury, by virtue of a Deed of Sale duly registered with the office of the A.D.S.R. at Serampore, Hooghly on

11.06.2012, recorded therein in Book No.I, CD Volume No.7, in pages from 5669 to 5687, being No.04423 for the year 2012 under the considerations mentioned therein and delivered khas vacant possession of the said land to them.

AND WHEREAS we, the owners/vendors herein jointly declare that certain typing mistake and inaccuracy have accidentally and inadvertently kept in the aforesaid Principle Deed of Conveyance dt. 11.06.2012 being No.04423 for the year 2012 and due to said inadvertence and mistake in page no. 3 in 4th line, in page no. 8 in 4th line and in the annexed map respectively of the aforesaid Principle Deed of Conveyance dt. 11.06.2012 being No.04423 for the year 2012, the name of road has been written as " Battala Bye Lane - 1" instead of actual and correct name of road as " Battala Bye Lane -2" erroneously. The said mistake is hereby rectified and it is hereby declared that in the Principle Deed of Conveyance dt. 11.06.2012 being No.04423 for the year 2012, in page no. 3 in 4th line, in page no. 8 in 4th line and in the annexed map respectively the correct name of road shall be read as " Battala Bye Lane - 2" instead of "Battala Bye Lane - 1".

AND WHEREAS by virtue of the said Deed of Sale being No.04423 for the year 2012, the said (1) Smt. Papri Chowdhury and (2) Sri Pritam Chowdhury, have become joint owners of the aforementioned land measuring 03 Cottahs 01 Chittack be the same or a little more or less and they have mutated their names in the record of the Uttarpara-Kotrung Municipality being Municipal Holding No.30, Battala Bye Lane - 2, P.O. - Hindmotor, Ward No.7, P.S. - Uttarpara, District - Hooghly, Pin - 712233, and their names have also been published in the L.R. Record of Rights in L.R. Plot No.1904 under L.R. Khatian No.5398, 6908 and they have been paying relevant taxes to the Municipality and rent to the Government in their own names at a regular basis.

AND WHEREAS said (1) SMT. PAPRI CHOWDHURY and (2) SRI PRITAM CHOWDHURY, the owners/vendors herein, are jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of "Viti" land measuring 03 Cottahs 01 Chittack be the same or a little more or less together with R.T. Shed structure of 300 sq. ft. more or less standing thereon comprised in R.S. Plot No.1191 under R.S. Khatian No.738 corresponding to L.R. Plot No.1904 under L.R. Khatian No.5398, 6908, situate and lying within Mouza - Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore, presently under A.D.S.R. Office at Uttarpara within the ambit of

Uttarpara-Kotrung Municipality, being Municipal Holding No.30, Battala Bye Lane – 2, Ward No.7, P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, Pin – 712233, hereinafter referred to as the "said property", morefully and particularly described in the <u>SCHEDULE OF PROPERTY</u> written hereunder free from all encumbrances by paying relevant taxes and khazana to the competent authorities in their own names and they have full power to dispose the same.

AND WHEREAS due to urgent necessity, (1) SMT. PAPRI CHOWDHURY and (2) SRI PRITAM CHOWDHURY, the Owners/vendors herein, have desired to sell their specific demarcated piece and parcel of land measuring 03 Cottahs 01 Chittacks be the same or a little more or less, hereinafter referred to as the "said property", which is morefully and particularly described in the SCHEDULE OF PROPERTY written hereunder free from all encumbrances.

AND WHEREAS knowing the said fact the purchaser herein has agreed to purchase the said specific demarcated piece and parcel of "Viti" land measuring 03 Cottahs 01 Chittack be the same or a little more or less together with R.T.Shed structure of 300 sq. ft. more or less, which is morefully and particularly described in the SCHEDULE OF PROPERTY written hereunder.

AND WHEREAS the Owners/vendors herein hereby declares that the under schedule property is free from all sorts of encumbrances and attachments, whatsoever and such property is in exclusive possession of the Owners/vendors herein by exercising their right, title and interest without any interruption from any corner whatsoever. There is no other claimant of the under scheduled property.

AND WHEREAS the Owners/vendors herein hereby also declares that there is no impediment in respect of selling of the above mentioned property to the Purchaser herein and the Owners/vendors herein is not presently binding to any agreement/agreement for sale or any other contract which may prevent the Owners to sell the above mentioned property.

AND WHEREAS relying on the aforesaid representation, the Purchaser herein on good faith has approached to the Owners/vendors herein for purchasing the said property ALL THAT piece and parcel of "Viti" land measuring 03 Cottahs 01 Chittack be the same or a little more or less together with R.T.Shed structure of 300 sq. ft. more or less standing thereon comprised in R.S. Plot

No.1191 under R.S. Khatian No.738 corresponding to L.R. Plot No.1904 under L.R. Khatian No.5398, 6908, situate and lying within Mouza – Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore, presently under A.D.S.R. Office at Uttarpara within the ambit of Uttarpara-Kotrung Municipality, being Municipal Holding No.30, Battala Bye Lane – 2, Ward No.7, P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, Pin – 712233, which is specifically mentioned in the <u>SCHEDULE</u> hereunder and hereinafter referred to as the "said property" and the Owner herein also agreed to sale the Schedule mentioned property to the Purchaser herein at a price of Rs. 30,00,000/-(Rupees Thirty Lakhs only).

AND WHEREAS the Owners/vendors have agreed to sell and the Purchaser has agreed to purchase the said property, more fully and particularly described in the SCHEDULE OF PROPERTY written hereunder free from all encumbrances for a total consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs only).

AND WHEREAS the owners/ vendors herein have assured the Purchaser herein that the land is not effected by any scheme of the Municipality land Acquisition (Collector) and/or any scheme of the State or the central government for acquisition and/or requisition and/or by any other body or agency of the government or otherwise nor has the land been vested /affected by any notification/notice of the State Government or any other applicable local bodies for the time being in force and that the land is totally free from all encumbrances whatsoever and ready for taking over possession by the purchaser.

AND WHEREAS the Owners/vendors herein has stated on record that there are no outstanding tax on account of land tax, payment to the BLRO Office and/or any tax or khazana due as on date with respect to the land and building sold herein and howsoever the Owners/vendors also states on record that if any Tax/due is found of any nature as stated above in future towards the land sold herein and related to the period till the date hereof shall be paid by his in cash /reimbursed to the Purchaser if the same has been paid by the Purchaser and the Owner/vendors herein further assures that the property is free from all encumbrances, charges, liens, lispendens and /or there are no pending Agreement/s for sale.

AND WHEREAS the Owners/vendors further assures to render all help in

having the land sold herein to be mutated in the name of the Purchaser herein AND the owner/vendors assures all help including presenting himself as and when required at the BLRO office and/or otherwise by way of Affidavits and/or otherwise in any manner as required by the Purchaser herein;

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only) paid by the Purchaser to the Owners/vendors simultaneously with the execution these present (the receipt whereof the Owner/vendors hereby admits and acknowledges) and of and from the same release and discharge the Purchaser and "the said property", the said owner/vendors owner do hereby, grant, convey, sell, transfer, assign and assure unto and to the use of the said Purchaser free land with building, garden, and appurtenances belonging thereto, together with the land ALL THAT piece and parcel of "Viti" land measuring 03 Cottahs 01 Chittack be the same or a little more or less together with R.T.Shed structure of \$00 sq. ft. more or less standing thereon comprised in R.S. Plot No.1191 under R.S. Khatian No.738 corresponding to L.R. Plot No.1904 under L.R. Khatian No.5398, 6908, situate and lying within Mouza - Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore, presently under A.D.S.R. Office at Uttarpara within the ambit of Uttarpara-Kotrung Municipality, being Municipal Holding No.30, Battala Bye Lane - 2, Ward No.7, P.O. - Hindmotor, P.S. - Uttarpara, District - Hooghly, Pin -712233, morefully mentioned and described in the SCHEDULE written hereunder written TOGETHER WITH all structures, tree, fences, hedges, ways, lights, liberties, privileges, easements and appurtenances whatsoever to the said land and premises belonging or in any way appertaining or usually held or occupied there with or reputed to belong or be appurtenant thereto, and all the estate, right, title, interest, claim and demand whatsoever of the Owners/vendors into or upon the same and every part thereof in law and equity TO ENTER UPON AND TO HAVE HOLD, OWN AND possess the same into and to the use of the Purchaser, their heirs, executors, administrators, assigns absolutely and forever together with title deeds, writings, muniments and other evidence of title, AND THE Owners/vendors do hereby covenant with the Purchaser, his heirs, executors, executors, administrators, representatives and assigns, that notwithstanding any acts, deed or things

heretofore done, executed or knowingly suffered to the contrary the owners/vendors is now lawfully seized and possessed of "the said property" free from any encumbrances, attachments or defect in title whatsoever and that the owners/vendors have full power and absolute authority to sell the said property in manner aforesaid AND the Purchaser shall hereafter peacefully and quietly hold possession with absolute right to make construction according to building plan to be sanctioned by the municipality over the under Scheduled property AND the Purchaser shall hereafter peacefully and quietly hold possession with absolute right to sell, transfer, gift, mortgage, lease, convey whatsoever as its absolute owners and possessors without any lawful evictions claims interruptions demand whatsoever from the owners/vendors or their heirs executors, administrators representatives and assigns or any person claiming through or under them and enjoy the said property in khas or through tenants without any claim or demand whatsoever from the owners/vendors or any person claiming through or under them AND the owners/vendors, their heirs, administrators or assigns further covenant that they shall at the request and costs of the Purchaser, 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 aforesaid according to the true intent and meaning of this deed. And that the documents of title in respect of the property has been handed over to the Purchaser at the time of execution of these presents And that the Owners/vendors do state that they shall always assist the Purchaser herein to have the mutation done in its name in the record of the Municipality and also at the office of the BL& LRO office And it is agreed that the Owners/vendors herein have handed over physical vacant and peaceful Possession simultaneously with the execution and registration of this deed of conveyance.

### -: THE SCHEDULE OF PROPERTY ABOVE REFERRED TO :-

ALL THAT piece and parcel of "Viti" land measuring 03 (Three) Cottahs 01 (One) Chittack be the same or a little more or less together with R.T. Shed structure of 300 sq. ft. more or less standing thereon comprised in R.S. Plot

No.1191 under R.S. Khatian No.738 corresponding to L.R. Plot No.1904 under L.R. Khatian No. 5398, 6908, situate and lying within Mouza - Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore, presently under A.D.S.R. Office at Uttarpara within the ambit of Uttarpara-Kotrung Municipality, being Municipal Holding No.30, Battala Bye Lane - 2, Ward No.7, P.O. - Hindmotor, P.S. - Uttarpara, District - Hooghly, Pin - 712233, along with all rights to use and enjoy road on Southern side, as shown in the annexed map herein, together with right to take electric connection, water connection, construct drain, sewerage line over or under the said road, along with easement right, hereditaments, appendages, easements of air and privileges for the benefit of the Purchaser.

The said property is delineated and demarcated in the annexed plan and marked by "RED" borders therein which do form a part of this Deed.

The said property is butted and bounded by:-

ON THE NORTH: - Prop. of Purchaser and Handicapped school.

ON THE SOUTH :- Municipal Road.

ON THE EAST :- Prop. of Sri Amit Saha and othrs.

ON THE WEST: - Prop. Of Mr. Dhirilal Dey.

The annual rent of the said property is payable to the Collector of Hooghly, which fixed by Block Land & Land Revenue Officer, Serampore, Uttarpara Circle, on behalf of Government of West Bengal.

IN WITNESSES WHEREOF the Owner/vendors and the Purchaser have hereunto set and subscribed their respective hands on the day, month and the year first above written.

SIGNED & DELIVERED :-

IN THE PRESENCE OF :-

### WITNESSES:

1. Bapi Dutta Hindmotor HOOTHLY Ropai chardhy Ratam chardhury

2. Sirt Mullian Konnagwy Moo Flit

SIGNATURE OF THE OWNERS/VENDORS

Cozy Construction Samin Furmer Funde Rajis o Kon

SIGNATURE OF THE PURCHASER

### MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the said sum of Rs. 30,00,000/-(Rupees Thirty Lakhs only) being the full amount of consideration as per memorandum below:

Date	Payment Details	Amount	
1.	RTGS dt. 02.06.2023 drawn on Axis Bank	7,50,000/-	
2. •	RTGS dt. 02.06.2023 drawn on Axis Bank	7,50,000/-	
3.	RTGS dt. 03.06.2023 drawn on Axis Bank	7,50,000/-	
4.	RTGS dt. 03.06.2023 drawn on Axis Bank	7,50,000/-	
	Total:-	30,00,000/-	

### WITNESSES:

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2. Ain't Mullick Konna For HOOTHY. Rapri choudhy

SIGNATURE OF THE OWNER/VENDORS

Tapas Chakraborty

Advocate, (Regd No. WB/790/1988)

Serampore Court, Dist. Hooghly.

Computer typed by me,

Hindmotor, Hooghly.

DEED PLAN UNDER R.S. DAG NO:-1191; R.S. KHATIAN NO:-738; & L.R. DAG-L.R. KHATIAN NO:-5398,6908;MOUZA:-KOTRUNG; J.L.NO.:-8; COMPRISING NICIPAL HOLDING NO.:-30, BATTALA BYE LANE -2; UNDER UTTARPARA-JTRUNGMUNICIPALITY; WARDNO:-07; P.S.:-UTTARPARA; DIST.:-HOOGHLY N.B.) (SCALE= 1"= 8' -0") TOTAL LAND AREA = 03KH- 01CH- 00S.FT. TOTAL COVERED AREA = 300.0 S.FT. (R.T.S) MARKED BY RED BORDER PURCHASERS SELLERS COZY CONSTRUCTION PAPRI CHOWDHURY PRITAM CHOWDHURY MUNICIPAL ROAD PRO. OF DHIRILAL DEY 66'-0" PRO, OF HANDICAPPED SCHOOL 0 < VO 0 ~  $\simeq$ R.T.S. NICIPA 0 PRO, OF COZY CONSTRUCTION m B MU 66'-9" PRO, OF SRI AMIT SAHA AND OTHERS Cozy Construction Belevil 49 Rogid Show

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