9676

29322

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 479526

17:20
29/8
CN:

B 47952

Addl. Dist. Sub-Registrar
Sadar Malda.
1.9.14

1) Sri Dwijendra Nath Chakraborty
2) Smt. Bina Chakraborty
3) Mrinal Majumder
All are represented by their
Appointed attorney as well as
Developer

for MALDA PROJECTS (P) LTD.

Director

SALE DEED OF FLAT ON OWNERSHIP BASIS

Consideration Amount **Rs. 15,75,730/- (Fifteen lacs seventy five thousand seven hundred thirty)** only & Market value **Rs. 17,18,330/- (Rupees Seventeen lacs eighteen thousand three hundred thirty) only**, for Flat No. **1D** Measurment-**713 Sq.ft.** including Super Built up area on **1st floor**, Mouza-Pirojpur, P.S.-English Bazar, Dist.-Malda.

THIS INDENTURE is made on 29th day of August, 2014.

BETWEEN

LAND OWNERS:- **(1) SRI DWIJENDRA NATH CHAKRABORTY,** son of Late Kali Kumar Chakraborty **(2) SMT. BINA CHAKRABORTY,** wife of Sri Dwijendra Nath Chakraborty both resident of 70/29, Rabindra Avenue, P.S.-English Bazar, Dist. Malda, West Bengal, **(3) MRINAL MAJUMDER** son of Late Raghunath Majumdar resident of Singatala, P.S.-English Bazar, P.O. & Dist. Malda, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the heirs, executors, administrators, legal representatives and assigns) Owner No. 1 & 2 are represented by their Attorney as well as Developer (bearing registered power of attorney No. IV-128 dated 29.06.2012 of D.S.R. Malda) and owner No.3 is represented by his Attorney (bearing registered power of attorney No. IV-238 dated 26.11.2012 of D.S.R. Malda) **M/S. MALDA PROJECTS PRIVATE LIMITED,** a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist. Malda, West Bengal, Pin-732101, PAN- AADCM8220C (acting through its Director and Authorized representative Shri. Kishor Kumar Bhagat, S/o.Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist. – Malda) herein referred to as the FIRST PART.

Drafted by:
Kakali Datta.

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Sl. No 986 Date 29/03/14 Value 50001

Name Pabitra Kumar Sharma

Address No.2 Govt. Colony

P S ES Dist Malda

Sadar Office, Malda

Signature.....

Manoranjan Poddar

MANORANJAN PODDAK

Sador Stamp Vendor, Malda

Licence No. 73. Code No.15

for MALDA PROJECTS (P) LTD.

Director

5952

for MALDA PROJECTS (P) LTD.

Director

Gopal Ch. Ghosh

S/o- Biswa nath Ghosh

Vill+P.O. Sovanagar

P.S. English Bazar

Dist. Malda.

ADDL. DIST. SUB-REGISTRAR
Sadar

1) Sri Dwijendra Nath Chakraborty
2) Smt. Bina Chakraborty
3) Mina Mukherjee
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AND

DEVELOPER:- M/S MALDA PROJECTS PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda, West Bengal, Pin No.-732101, PAN-AADCM8220C (acting through its Director and Authorized representative SHRI. KISHOR KUMAR BHAGAT, S/o.-Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist. – Malda, by Occupation-Business, by religion-Hindu, (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include the heir, executor, administrator, legal representative and assign) of the **SECOND PART.**

A N D

PURCHASER:- PABITRA KUMAR SHARMA, PAN-AYUPS9179A, son of Late Ganga Prasad Sharma by faith Hindu, by Profession-Business, residing at 2 No. Govt. Colony, P.S.-English Bazar, P.O. & Dist.- Malda, West Bengal, Nationality-Indian (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the heir of the Purchaser, executor, administrator, legal representative and assign) of the **THIRD PART**.

WHEREAS that the property mentioned below previously belonged to Satyendra Prasanna Sarkar, Gopendra Prasanna Sarkar, Nripendra Prasanna Sarkar and R.S. Record of Rights duly been prepared in their names bearing R.S.R.O.R. No. 671.

During joint possession of the property Satyendra Prasanna Sarkar, Gopendra Prasanna Sarkar, Nripendra Prasanna Sarkar executed a registered Partition deed amongst them bearing deed No. 10314 dated 28.12.1962 and Gopendra Prasanna Sarkar acquired 4.43 decimal of land, subsequently Gopendra Prasanna Sarkar died leaving behind his wife Uma Rani Sarkar, son Arindam Sarkar and daughter Anuradha Basu as his legal heirs and they jointly sold 4.43 decimal of land to Mina Chaktraborty, Bina Chakraborty by a registered sale deed bearing deed No. 11475 dated 13.11.1978, while Mina Chakraborty and Bina Chakraborty were in joint possession they sold their property to Manaskamona Co-Operative Housing Society Limited by a registered Sale deed bearing deed No. 3482 dated 12.03.1979. After closing the said loan Mahananda Housing Co-Operative Society sold the said land to Bina Chakraborty and Dwijendra Nath Chakraborty by a registered Sale deed bearing deed No. 5331 dated 09.01.1998.

While Dwijendra Nath Chakraborty and Bina Chakraborty were in joint possession, Provisional L.R. Record of right duly been prepared in their names bearing L.R.R.O.R. No. P-1918, 1919 and during possession they entered into an agreement for

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development their property with M/S. Malda Projects Private Limited which was duly executed and registered before the DSR Malda bearing Development Agreement or Construction Agreement No. 7335 dated 29.06.2012 and they also executed a Registered Power of Attorney in favour of M/S. MALDA PROJECTS PRIVATE LIMITED acting through its Director Kishor Kumar Bhagat and Kumar Santu Roy bearing Power of Attorney No. 128 dated 03.07.2012.

Similarly one Madhab Kumar Sen purchased 4.38 decimal of land by a registered sale deed bearing deed No. 11477 of 1978 and during possession L.R. Record of rights duly been prepared in his name bearing L.R.R.O.R. No. P-1917.

Thereafter Madhab Kumar Sen sold his total purchase property to Mrinal Majumder by two registered sale deed bearing deed No. 1525 and 1526 both dated 16.02.2010.

Since the date of purchase Mrinal Majumder possessing the same, by paying Municipal Tax and Government Rent, and during possession he entered into an agreement for Development his property with M/S. Malda Projects Private Limited acting through its Director Sri Kishor Kumar Bhagat which was duly executed and Registered before the Malda on 23.11.2012 bearing Development Agreement or construction Agreement No. 12969 and he also executed a Registered General Power of Attorney in favour of M/S. Malda projects Private Limited acting through its Director Sri Kishor Kumar Bhagat bearing Power of Attorney No. 238 dated 26.11.2012.

AND WHEREAS the developer M/S. Malda Projects Private Limited submitted building plan for the below mentioned schedule property before the English Bazar Municipality and English Bazar Municipality have got permission in favour of the Developer vide Building Permit No. 10/2013-14 dated 19.06.2013/ 26/2013-14 dated 25.02.2014 after amalgamating both the holdings and the developer have constructed a multistoried building on the said Land mentioned in the A schedule below according to plan sanctioned by the English Bazar Municipality, Malda. The name of aforesaid Apartment is **"DWIJENDRA RESIDENCY"**.

AND WHEREAS the Purchaser of the third part approached the **"M/s. Malda Projects Private Limited"** of the second part for purchasing one Flat measuring **713 Sq.ft.** including super built up area on the **North-West side** of the **1st Floor (Flat No. 1D)** of the said building consisting of **2 bed room, 1 kitchen, 2 toilets, 1 balcony, 1 Dining**

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cum Living together with undivided proportionate share of the proportion of the land measuring 8.25 decimal described in the schedule 'A' below property be the same a little more or less within the limits of the English Bazar Municipality at a total consideration of **Rs. 15,75,730/- (Fifteen lacs seventy five thousand seven hundred thirty) only @ Rs. 2210/- per Sq.ft.** as per and terms and conditions hereinafter contained and agreed and accepted by all the parties hereto.

AND WHEREAS the **"M/s. Malda Projects Private Limited"** of the Second part has fixed the price of the said schedule 'B' below Flat at **Rs. 15,75,730/- (Fifteen lacs seventy five thousand seven hundred thirty)** only which is fair and reasonable for proportionate underneath land. **AND WHEREAS** the Purchaser of the Third part has been agreed to purchase the said Flat bearing No. **1D (1st floor),** measuring – **713 Sq.ft.** including Super built up area on the **North-West** Side described in the schedule 'B' below of the said building for a total Consideration of **Rs. 15,75,730/- (Fifteen lacs seventy five thousand seven hundred thirty)** only.

NOW THIS INDENTURE of Flat sale on ownership basis witnessed that in pursuance of the aforesaid offer and acceptance and in consideration of the sum of Rs.4,00,000/- (Rupees four lacs) only by cash dated 19.08.2014 vide M.R. No. 2145, Rs. 3,00,000/- (Three lacs) only by cheque bearing No.545635 of UBI Netaji Market Branch and Rs. 19,430/- (Nineteen thousand four hundred thirty) only by cheque bearing No.545636 both dated 28.08.2014 of UBI Netaji Market Branch and Rs. 8,56,300/- (Rupees Eight lacs fifty six thousand three hundred) only by Demand Draft bearing No.873595 of UBI Netaji Market Branch dated 29.08.2014 aggregating total consideration **Rs. 15,75,730/- (Fifteen lacs seventy five thousand seven hundred thirty)** only for the said flat which is being paid by the Purchaser of the third part in full on and before this day of indenture and hereby the full consideration amount of **Rs. 15,75,730/- (Fifteen lacs seventy five thousand seven hundred thirty)** only have been received by the **"M/s. Malda Projects Private Limited"** of the second part on and before this day of indenture. It is further agreed that all taxes on transfer of property, if any, will be borne by the **Purchaser** of the third part as and when applicable.

AND WHEREAS by the **Deed of Sale of the Flat,** the **" M/s. Malda Projects Private Limited"** of the second part transfers all their rights, title and interest on Flat to the Purchaser of the third part as fully described in the schedule below along with all rights,

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titles, interests, liberties, easements whatsoever any way belonging to that Flat and make over possession thereof unto and in favour of the Purchaser of the third part absolutely and forever **TO HAVE AND TO HOLD** the same by the Purchaser of the third part as the absolute owner thereof peaceably and quietly with permanent transferable right, title and interest from the "M/s. Malda Projects Private Limited" of the second part or any person or persons claiming under them together with common parts like user of entrance space, common passage and wall in and around the building described in the 'A' schedule property. The said Flat which is described in the schedule 'B' below will be used for Residential purpose only.

AND WHEREAS the "M/s. Malda Projects Private Limited" of the second part declares that the **Flat** described in the schedule 'B' below which they transfers today subsists as on date of this presents and the " M/s. Malda Projects Private Limited" of the second part have not previously sold, transferred, mortgaged, contracted for sale or otherwise together with its underneath land fully described in the schedule to any person or persons and that the said **Flat** described in the schedule 'B' below along with the said land and building attached therein hereby transferred, expressed on indenture suffers from no defect of title and recitals made hereinabove all are true and in the event of any contrary or false or fraud is proved, the "M/s. Malda Projects Private Limited" of the second part shall be liable to be dealt with according to law and shall also be liable to make good the loss which the **Purchaser** of the third part may suffer or sustain resulting there from.

THE PURCHASER shall be absolute owner of the said Flat described in the schedule 'B' below bearing No.**1D (1st floor)**, measuring - **713 Sq.ft.** including Super built up area on the **North-West** side of the building and all rights and titles to the **Flat** mentioned in this presents which **he** will possess and occupy by generation to generation and **he** or **his** legal heirs/ transferee shall have the right to sale, gift or transfer otherwise to any party or person for Residential purpose only.

The "M/s. Malda Projects Private Limited" of the second part further covenant with the **Purchaser** of the third part that if for any defect of the title in the land and also in the pucca structure as mentioned and described in the schedule or for any act done or caused to be done by the "M/s. Malda Projects Private Limited" of the second part the **Purchaser** is deprived of ownership or of possession or of easement right of the said

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titles, interests, liberties, easements whatsoever any way belonging to that Flat and make over possession thereof unto and in favour of the Purchaser of the third part absolutely and forever **TO HAVE AND TO HOLD** the same by the Purchaser of the third part as the absolute owner thereof peaceably and quietly with permanent transferable right, title and interest from the "M/s. Malda Projects Private Limited" of the second part or any person or persons claiming under them together with common parts like user of entrance space, common passage and wall in and around the building described in the 'A' schedule property. The said Flat which is described in the schedule 'B' below will be used for Residential purpose only.

AND WHEREAS the "M/s. Malda Projects Private Limited" of the second part declares that the **Flat** described in the schedule 'B' below which they transfers today subsists as on date of this presents and the " M/s. Malda Projects Private Limited" of the second part have not previously sold, transferred, mortgaged, contracted for sale or otherwise together with its underneath land fully described in the schedule to any person or persons and that the said **Flat** described in the schedule 'B' below along with the said land and building attached therein hereby transferred, expressed on indenture suffers from no defect of title and recitals made hereinabove all are true and in the event of any contrary or false or fraud is proved, the "M/s. Malda Projects Private Limited" of the second part shall be liable to be dealt with according to law and shall also be liable to make good the loss which the **Purchaser** of the third part may suffer or sustain resulting there from.

THE PURCHASER shall be absolute owner of the said Flat described in the schedule 'B' below bearing No.**1D (1st floor),** measuring - **713 Sq.ft.** including Super built up area on the **North-West** side of the building and all rights and titles to the **Flat** mentioned in this presents which **he** will possess and occupy by generation to generation and **he** or **his** legal heirs/ transferee shall have the right to sale, gift or transfer otherwise to any party or person for Residential purpose only.

The "M/s. Malda Projects Private Limited" of the second part further covenant with the **Purchaser** of the third part that if for any defect of the title in the land and also in the pucca structure as mentioned and described in the schedule or for any act done or caused to be done by the "M/s. Malda Projects Private Limited" of the second part the **Purchaser** is deprived of ownership or of possession or of easement right of the said

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'B' schedule **Flat** and pucca structure thereupon i.e. the **Flat** or any part thereof in future or for any act, any litigation develops or crops up, the "M/s. Malda Projects Private Limited" of the second part shall forthwith return to the **Purchaser** the full or proportionate part of the consideration money as the case may be and also be liable to be saddled with compensation to be paid to the **Purchaser** for the loss or injury sustained by the **Purchaser** as consequence thereof. The "**M**/s. Malda Projects Private Limited" of the second part shall not be liable for any loss or damage to the **Flat** or building which may be caused by natural calamity.

HEREBY under this indenture the **Purchaser** of the third part shall apply for mutation before the English Bazar Municipality/ B.L. & L.R.O., and pay the taxes to the Municipality/ B.L. & L.R.O. in his own name. Further, the Purchaser is entitled to get separate electric connection in his own name from the local office of the West Bengal; State Electricity Board by producing this indenture.

AND IT IS FURTHER AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS:

1. The Purchaser shall be liable to pay directly to the authorities or contribute in proportion to the floor area of the Flat hereby conveyed to the Purchaser towards payment of municipal taxes and other outgoings payable in respect of the property.

2. The Purchaser shall have full and absolute proprietary rights such as the first part derives from their title.

3. The Purchaser shall not use wood, Kerosine, coke etc. for cooking which generally create fire/smoke on the below mentioned flat of the 'B' schedule below.

4. The Purchaser's undivided interest in the soil as more fully described in Schedule-A hereunder written shall remain joint for all times with the "M/s. Malda Projects Private Limited" of the second part and/or other co-owners who may thereafter or hereto before have acquired right, title and interest in the land and in any flat/garage/shop in the acquired right, title and interest in the land and in any flat/garage/shop in the building, it being hereby declared that the interest in the soil is impartible.

5. That the present Flat Owner will constitute a Resident's Welfare Society where all the Flat Owners will be the members and which will look after and maintain the entire building named as **DWIJENDRA RESIDENCY.**

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6. The Purchaser shall carry out and perform the obligations and duties imposed by the "M/s. Malda Projects Private Limited" of the first part as per provisions of the West Bengal Apartment Ownership's Act, 1972 (as amended) and West Bengal Apartment Ownership Rules, 1974 for administration and management and maintenance of the general common areas and facilities of the **DWIJENDRA RESIDENCY**.

7. That in case of Earthquake, Flood, Storm or any other natural calamities, if the building either totally or partially damage or collapsed, in that case the Purchaser will be entitled to get the underneath land of the building proportionately and to this affect the Purchaser cannot claim the compensation from the "M/s. Malda Projects Private Limited" of the second part.

8. That the Purchaser shall use the parking place as provided by the "M/s. Malda Projects Private Limited" of the second part in the Ground Floor of the building named as **DWIJENDRA RESIDENCY** only for parking two wheelers like, by-cycle, Scooters, Motor bike, etc.

9. The Purchaser shall not allow the flat to be so used as to cause annoyance or inconvenience to the owners/occupiers of the adjoining or neighbouring Flat/buildings and shall not allow it to be used for any unhygienic, unlawful or immoral purposes.

10. The Purchaser will use the roof of the Top Floor for drying the cloth under the sun, fixing T.V Antenna or Dish Antenna and for any Social Programme of the Purchaser temporarily.

11. That the Purchaser shall not use the roof of the top floor for any commercial purposes.

12. That Purchaser shall abstain from doing any antisocial activities or offensive activities on the building as well as roof of the Top Floor.

13. That the right, title and interest of roof of the top floor of the building named as **DWIJENDRA RESIDENCY** shall remain with the "M/s. Malda Projects Private Limited" of the second part.

Schedule – 'A'

ALL THAT piece and parcel of land measuring altogether more or less (3.87 + 4.38) = 8.25 (eight point two five) decimals at District: Malda, P.S.- English Bazar, Registry Office-A.D.S.R. Malda, Mouza-Pirojpur, J.L. No.:- 69, Khatian No. R.S.-671, L.R.-P-1917, 1918, P-1919, Plot No.R.S.-619, L.R.-4010 & 4009, Classification-Bastu, under English Bazar Municipality, ward No.06, Holding No. 70/29, and over the said land a building is situated which is popularly known as "**DWIJENDRA RESIDENCY**".

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BOUNDARY OF THE DWIJENDRA RESIDENCY

ON THE NORTH : House of Nita Bhagat.
ON THE SOUTH : Anik Sangha
ON THE EAST : Municipal Lane.
ON THE WEST : House of Chitlangia Family.

SCHEDULE – 'B'

The schedule of Flat bearing No. **1D (1st floor),** measuring – **713 Sq.ft.** including Super built up area consisting of **2 bed room, 1 kitchen, 2 toilets, 1 balcony, 1 Dining cum Living** on the **North-West** side of the building named as **DWIJENDRA RESIDENCY** together with undivided and unspecified proportionate share of land as described in the 'A' schedule.

AND WHEREAS the said **Flat No. 1D** is bounded as under:

EAST :: Flat No. 1A
WEST :: Common Space
NORTH :: Common Space, adjacent the House of Mrs. Bhagat.
SOUTH :: Stair Case & Lift

IN WITNESS WHEREOF Sri Kishor Kr. Bhagat director of M/s. Malda Projects Private Limited of the second Part has put his respective hands on the day, month and year noted above.

WITNESS: -

1. Gopal ch. Ghosh
S/o- Biswa nath Ghosh
vill+p.o. Sovanagar
p.s. English Bazar
Dist. Malda.

2. Dalan Saha.
S/o Late Anil ch. Saha.
vill+po - Bachamari
(Govt Colony)
p.s - old malda
Dt - malda.

Drafted By

Kakali Datta.

Lincence No.428, Malda Joint
Vill.-Singatala, Malda.

Type By

Kailash Paul

(Kailash Paul)
Court Compound, Malda.

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ADDITIONAL SHEET

No.



Sign

Left Hand Finger Prints



Little finger | Ring finger | Middle finger | Fore finger | Thumb

Right Hand Finger Prints

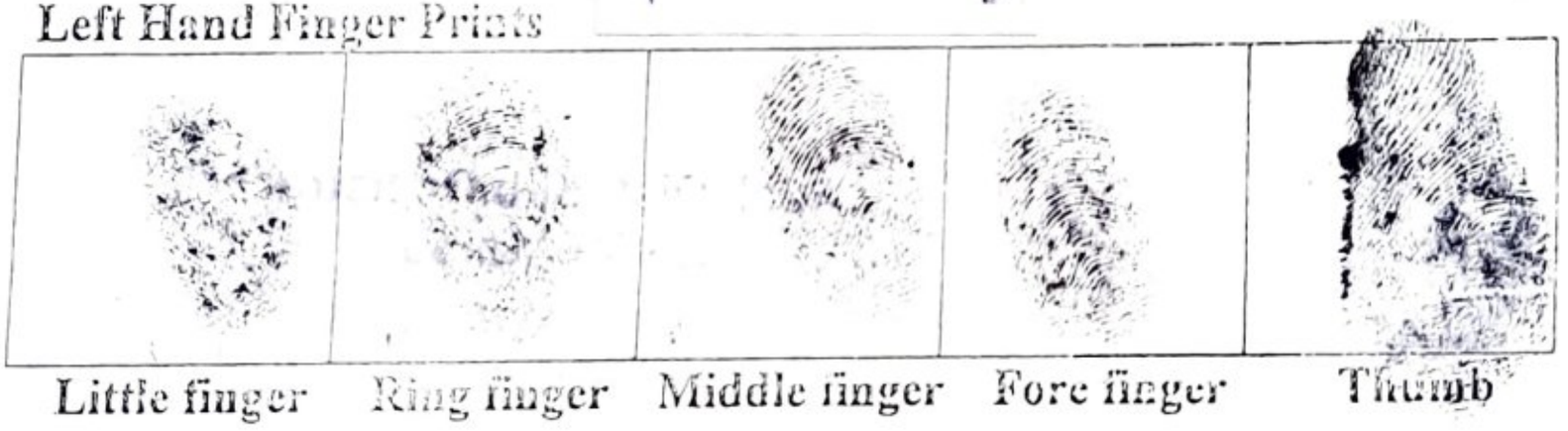


Thumb | Fore finger | Middle finger | Ring finger | Little finger



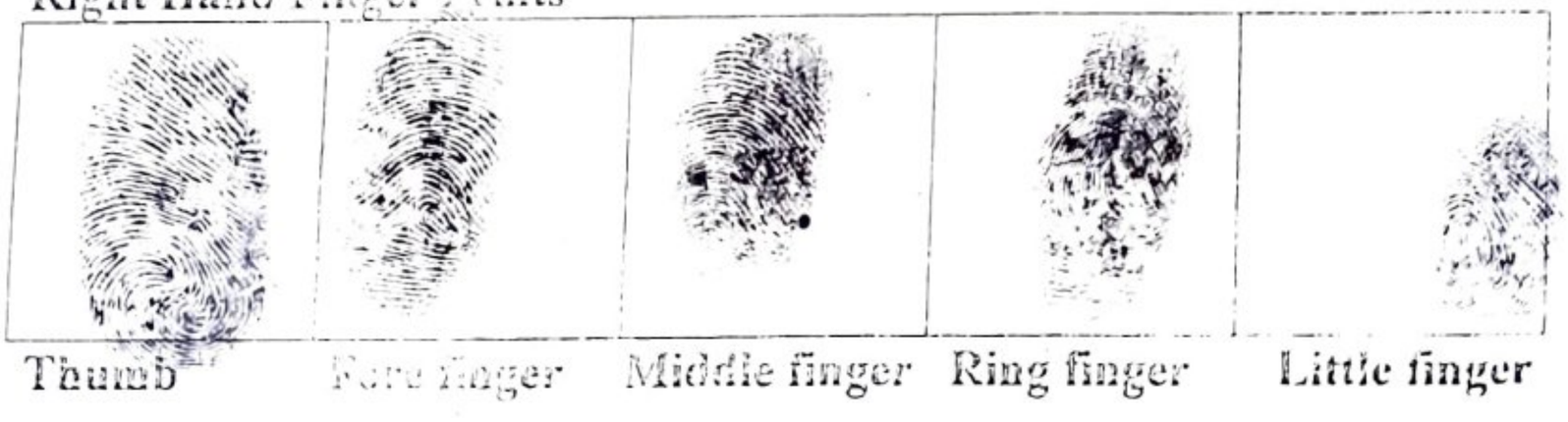
Sign

Left Hand Finger Prints



Little finger | Ring finger | Middle finger | Fore finger | Thumb

Right Hand Finger Prints



Thumb | Fore finger | Middle finger | Ring finger | Little finger

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Addl. Dist. Sub-Registrar
Sadar Malda.
29/8/14

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Government Of West Bengal

Office Of the A.D.S.R. MALDA
District:-Malda

Endorsement For Deed Number : I - 09322 of 2014

(Serial No. 09676 of 2014 and Query No. 0902L000016018 of 2014)

On 29/08/2014

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

Presented for registration at 17.20 hrs on :29/08/2014, at the Private residence by Kishor Kumar Bhagat ,Executant.

Executed by Attorney

Execution by

1. Kishor Kumar Bhagat, Representative of
   Director, Malda Projects Pvt. Ltd., 52/69, Rabindra Avenue, , Thana:-English Bazar, P.O. :-Malda, District:-Malda, WEST BENGAL, India, .
   ,as the constituted attorney of 1. Dwijendra Nath Chakraborty 2. Bina Chakraborty 3. Mrinal Majumder is admitted by him.

   Identified By Gopal Ch. Ghosh, son of Biswanath Ghosh, Sovanagar, Thana:-English Bazar, District:-Malda, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Mohul Mukherjee)
ADDITIONAL DISTRICT SUB REGISTRAR

On 01/09/2014

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 18905.00/-, on 01/09/2014

(Under Article : A(1) = 18898/- ,E = 7/- on 01/09/2014)

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.-17,18,330/-

Certified that the required stamp duty of this document is Rs.- 103110 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 98116/- is paid , by the draft number 331342, Draft Date 29/08/2014, Bank : State Bank of India, MALDA, received on 01/09/2014

(Mohul Mukherjee)
ADDITIONAL DISTRICT SUB REGISTRAR

Addl. District Sub-Registrar
Sadar, Malda.
1.9.14

(Mohul Mukherjee)
ADDITIONAL DISTRICT SUB REGISTRAR

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 3655 to 3666
being No 09322 for the year 2014.

Seal of the Additional District Sub Registrar, Malda. District Malda

(Mohul Mukherjee) 01-September-2014
ADDITIONAL DISTRICT SUB REGISTRAR
Office of the A.D.S.R. MALDA
West Bengal

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