

154 Sale value 34,25,00/- P.S M-dlu/24

148



34314

निर्बंधन
और छोटानागपुर/सोलापूरगना टनेन्सा एक्ट का
धारा..... झारखण्ड और
इण्डियन स्टाम्प एक्ट 1899 में अनुसूचि A(1) के
खण्ड... के अधिनियम द्वारा स्थापित
(या स्टाम्प शुल्क के विमुक्त या स्टाम्प शुल्क से मुक्त नहीं)

Area
8.05 Dec

03AA 905726

Anjan Kumar Sett

SALE DEED

THIS INDENTURE OF SALE made on this the 11th day of June 2019 A.D. of the Christian Era

BETWEEN

SRI ANJAN KUMAR SETT, Son of Late Himangsu Kumar Sett, Grandson of Late Panna Lal Sett, by faith Hindu, by profession business, residing at 7/1A/1 Dr. U.N. Brahmachari Street, P.S. Shakespeare Sarani, Kolkata-17 hereinafter called **THE VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, nominee or nominees and assigns) of the **FIRST PART.**

PAN CARD AND AADHAR CARD ATTACHED

AND

SMT. NIRMALA DEVI (MANDAL), Daughter of Ramalal Mandal, Grand Daughter of Ashutosh Mandal, Wife of Sri Basudeo Mandal, by caste Teli, by profession business, by Nationality Indian, resident of Kasathi, P.S. Devipur, Subdivision, Subregistry District Deoghar (Jharkhand) hereinafter called **THE PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, nominee or nominees and assigns) of the **SECOND PART.**

PAN CARD AND AADHAR CARD ATTACHED

ATTESTED

13/11/19

**S.K. SINGH
NOTARY
CIVIL COURT MDP**

दस्तावेज जाँच किया
A.K. Choudhary

झारखण्ड सरकार राजस्व निबन्धन एवं नगर सुधार विभाग के कार्यांक 499 एवं 500 दिनांक 19/6/17 के आशोक में शुल्क विमुक्त

11-06-19

Sanjay Kumar S. H.

WHEREAS One Kalachand Basak executed a deed of trust dated 21st March 1958, which was registered dated 23.05.1958 registered in Book No 1, Volume 49, Pages 48 to 59, being No.1254 for the year 1958 at the office of the Registrar of Assurance, Calcutta in respect of his undivided share or interest in several properties situated at Liluah, Howrah, Calcutta and several other properties including at Madhupur in the District of Santhal Parganas (now Deoghar) in the state of Jharkhand with his desire as to the distribution of the income of the trust Properties for the objects and purpose mentioned therein and appointed his two sons namely Salil Kumar Basak and Sanat Kumar Basak as "The Trustees"

AND WHEREAS in the said Trust Deed it was provided that the trust thereby created would come to an end on the death of the wife of the Settlor and the one half share of trust properties would vest in Sanat Kumar Basak and other one half share in the trust properties would vest in Rathindra Nath Basak son of Salil Kumar Basak.

AND WHEREAS dispute and difference having arise between the trustees inter alia with regard to mismanagement an application under the Indian Trust Act, 1882 was made by Sanat Kumar Basak in the High Court at Calcutta being Matter No. 1254 of 1985 inter alia for discharge of Salil Kumar Basak from the trusteeship,

AND WHEREAS by an order dated 27th June 1990 in Original Side Matter No. 1254 of 1985 passed by the Calcutta High Court in the said application both the trustees were discharged and in their place and stead, Rathindra Kumar Basak, son of Salil Kumar Basak and Kalyan Kumar Basak, son of Sanat Kumar Basak were appointed as "Joint Trustees"

AND WHEREAS against the aforesaid order dated 27th June 1990 passed by the Hon'ble Mr. Justice Prabir Kumar Majumdar an appeal was preferred by Salil Kumar Basak which was registered as appeal No. 340 of 1990 in the High Court at Calcutta,

AND WHEREAS by an order dated 16th July 1990 in Appeal No. 340 of 1990 arising out of the Original side Matter No. 1254 of 1985 passed by Hon'ble Mr. Justice Manas Nath Roy and Mr. Justice Sunil Kumar Basak in the said appeal PRABIR CHANDRA GHOSH, son of Late

ATTESTED
[Signature]
S.K. SINGH

Anjan Kumar Sett

Sambhu Chandra Ghosh an Advocate and a Partner of Messrs. Sandersons & Morganas, Solicitors & Advocate having his office at no. 5, Netaji Subhas Road, Kolkata and PARTHA SARATHI Basak, son of Sri Sanat Kumar Basat, residing at no. 8A, K. C. Bose Road, in the town of Kolkata being the receivers to the estate of Late Kalachand Basak were jointly appointed as "RECEIVERS" in the said appeal.

AND WHEREAS in pursuance of the said order the Joint Receivers published several notices the last being on 18th September 1994 once in The Statesman and once in the Dainik Vishwamitra for sale of a garden houses namely NANDADHAM and JOGASRAM at Madhupur on as is where is basis and wherever there is basis with a direction to deposit 10% of the offer price to be made by the intending purchasers.

AND WHEREAS inspite of several advertisement published in the newspapers no suitable offer was received by the Joint Receivers.

AND WHEERAS on 17 November 2001 Anjan Kumar Sett submitted an offer for Rs. 4,75,000/- to the Joint Receivers with an intention to purchase the Madhupur Property along with the earnest money for Rupees forty seven thousand five hundred (47,500/-) being the 10% of the offered price.

AND WEHREAS subsequently the price was further raised by Rs. 4,75,000/- amounting to a total sum of Rs. 5,60,000/- which increased price was accepted by the Anjan Kumar Sett, Salil Kumar Basak and Sanat Kumar Basak

AND WHEREAS at the request of the Anjan Kumar Sett, the Salil Kumar Basak and Sanat Kumar Basak have agreed to join as Confirming Parties and to execute to confirm the sale in favour of the Anjan Kumar Sett by the above named Prabir Chandra Ghosh and Partha Sarathi Basak.

AND WHEREAS said PRABIR CHANDRA GHOSH, son of Late Sambhu Chandra Ghosh an Advocate and a Prtnr of Messrs. Sandersons & Morganas, Solicitors & Advocate having his office at no. 5, Netaji Subhas Road, Kolkata and PARTHA SARATHI Basak, son of Sri Sanat Kumar Basat, residing at no. 8A, K. C. Bose Road, in the town of Koolkata being the receivers to the estate of Late Kalachand Basak, said Prabir Chandra Basak through his authenticated power of Attorney

ATTESTED
13/11/11
S.K. SINGH
CLERK

Anjan Kumar Sett

holder Partha Sarathi Basak, by confirmation of Salil Kumar Basak and Sanat Kumar Basak sold and transferred All THAT piece or parcel of Mourari Mokarshi unsurveyed basauri transferable land together measuring an area of 3 (three) Bighas, 5 (five) kathas and 9 (nine) dhurs be the same a little more or less i.e. 73,631 Sq. ft. (Seventy Three Thousand Six Hundred thirty One Sq. ft) i.e. 169.03 decimals with one storied building on 1,000 Sqft. commonly known as Nanda Dham (formerly Ananda Alay) and 'Jogashram' situated on Narendra Ghatak Road in Madhupur Town, in Ward No. IX, new 1, under Holding No. 133 and 132 (formerly Holding No. 86 and 85) respectively of Madhupur Municipality and comprised in Mouza Sapaha, Thana No. 265, under Thoka No. 23, under police station, Subdivision, and Subregistry Madhupur, District registry office and Deoghar in the state of Jharkhand, by a registered deed of sale dated 26.02.2014 registered at registry office Madhupur, entered in Book No. 1, Volume No. 6, Pages 1 to 150, Serial No. 49, being Deed No. 44 for the year 2014 in favour of the present Vendor Anjan Kumar Sett.

AND WHEREAS the Present Vendor seized and possessed over the said purchased property by mutating name in the office of the Circle Office Madhupur vide Mutation Case No. 93/2014-15 and paying annual rent.

Photostat copy of L.P.C. vide Memo No. 65/2019 dated 25.04.2019 issued by circle office Madhupur attached herewith

AND WHEREAS the present vendor declared his intention to sale an area of 3,507 Sq. ft out of the said property fully mentioned and described in the schedule below.

AND WHEREAS the purchaser was approached the vendor and offer to purchase the same and the price settled and fixed at Rs. 34,25,000/- (Thirty Four Lac and Twenty Five Thousand) only, as per the location of the property as highest market price which amount the purchaser agreed to pay.

NOW THIS SALE DEED WITNESSETH that in pursuance of the said offer and in consideration of the sum of Rs. 34,25,000/- (Thirty Four Lac and Twenty Five Thousand) only, paid by the purchaser to the vendor before the execution of these presents (the receipt where of the vendor do hereby acknowledge and of and from the same every part there of

ATTESTED
[Signature]

Cajjan Kumar Seth

doth hereby acquit and forever discharge and release the purchaser and the property hereby sold and the vendor do hereby grant convey, transfer assure and assign absolutely forever on as is wherein basis and whatever there is basis unto the purchase and assigns ALL THAT the property more fully and particularly described in the schedule hereunder written HOWSOEVER OTHERWISE THE SAID messuage lands hereditaments and premises or any part there of now are or is or heretobefore were or was situated butted bounded and called known numbered described or distinguished TOGETHER WITH all said yards, courts areas, sewers, drains, water courses light liberties privileges easements and appurtenances whatever to the said messuage lands hereditaments and premises belonging or in any way appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND all the estate right title interest claim and demand whatsoever into and upon the said premises or any part thereof TOGETHER WITH all deeds, Pattahs, muniments and instructions of title whatsoever in anyway relating to or concerning the said message lands hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or power or control of the said vendor or any other person or persons from whom the Vendor may procure the same without any action or suit TO HAVE AND TO HOLD the said message land hereditaments and premises hereby granted or express show to be unto and to the use of the said Purchaser absolutely forever and the said Vendor do hereby covenant with the said Purchaser that notwithstanding ant act deed or things the said Vendor done or executed or knowingly suffered to the contrary, the Said Vendor is Lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuage lands hereditaments and premises hereby granted pr expressed so to be and every part of thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or things whatsoever as aforesaid the vendor, have good right to grant the said messuage land hereditaments and premises hereby granted expressed so to be unto and to the said Purchaser in manner aforesaid AND the said Purchaser shall and may at all times hereafter peaceable and quietly possess and enjoy the said messuage land hereditaments and premises and receive the rents and profits thereof 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 vendors AND further that the said Vendor and persons having or lawfully or equitably claiming any estate or interest in

ATTESTED
[Signature]
S. K. SINGH

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the said messuage land hereditaments and premises or any of them or any part thereof from under or in trust for any of the above mentioned persons shall and will from time to time and at all times hereafter at the request and cost of the said purchaser do and execute or cause to be done and execute all such acts deeds and things whatsoever for further and more perfectly assuring the said messuage land hereditaments and premises and every part thereof unto and to the use of the said Purchaser in the manner aforesaid and shall or may be reasonably required.

AND WHEREAS the vendor hereby declares that the purchaser became absolute and exclusive owner there of shall continue to hold, use, enjoy and occupy the same absolutely from generation to generation with all right to convey, transfer, assign or sell the same.

AND WHEREAS the purchaser shall get her name mutate in the record of circle office Madhupur and Madhupur Municipality and will pay the Revenue and Municipal tax.

SCHEDULE ABOVE REFERRED TO

All THAT piece or parcel of Mourari Mokarshi unsurveyed basauri transferable land 3,507 Sqft. (Three Thousand Five Hundred seven Sqft.) i.e. 8.050 decimals of vacant land situated on Narendra Ghatak Road in Madhupur Town, in Ward No. IX, new 1, respectively of Madhupur Municipality and comprised in Mouza Sapaha, Thana No. 265, under Thoka No. 23/K, under police station, Subdivision, and Subregistry Madhupur, District registry office and Deoghar in the state of Jharkhand, more fully shown in red colour attached map herewith and butted and bounded in the manner following, that is say—

On the North : Municipal Road.

On the South : Vendor Land.

On the East : Madhupur Giridih Main Road.

On the West : Vendor Land.

Declaration—Above property situated with main Road, which is commercial and out of lease, Stamp duty has been paid at fixed rate.

ATTESTED

13/11/19

S.K. SINGH
NOTARY

Cajjan Kumar Saha

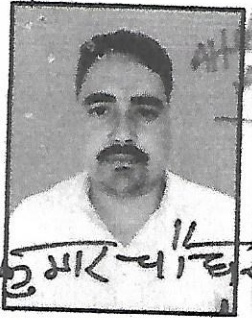
IN WITNESS WHEREOF the said parties hereto have hereunto set and subscribed their hands and seal the day, month and the year first above written.

SIGNED, SEALED AND DELIVERED
By the said VENDOR in presence of:

मुकेश कुमार चौधरी

पिता - नवल किशोर चौधरी साहीब कानवा
ग्राम मन्चपुर देवघर

मुकेश कुमार चौधरी



8210217788

! Ram Kumar Gupta,
Sh. Gaurind Prasad
S.R.D. Road
P.S. Madhupur
Dist. Deoghar

ATTESTED

S.K. SINGH

NOTARY

CIVIL COURT, MDP.

Sanjay Kumar Mittal

Memo of Consideration

1. Cheque no. 842454 Dated 27.05.2019 S.B.I Madhupur of Rs = 10,00,000 = 00
2. Cheque no 842455 Dated 27.05.2019 S.B.I Madhupur of Rs = 10,00,000 = 00
3. Cheque no. 842458 Dated 06.06.2019 S.B.I Madhupur of Rs = 10,00,000 = 00
4. Cheque no. 842459 Dated 06.06.2019 S.B.I Madhupur of Rs = 10,00,000 = 00
5. By Cash transfer on Dated 24.03.2019 of Rs - - - 49,000 = 00
6. By Cash transfer on Dated 29.03.2019 of Rs - - - 49,000 = 00
7. By Cash transfer on Dated 04.04.2019 of Rs - - - 49,000 = 00
8. By Cash transfer on Dated 09.04.2019 of Rs - - - 49,000 = 00
9. By Cash transfer on Dated 19.04.2019 of Rs - - - 49,000 = 00
10. By Cash transfer on Dated 23.04.2019 of Rs - - - 49,000 = 00
11. By Cash transfer on Dated 18.05.2019 of Rs - - - 31,000 = 00

Total Rs = 34,25,000 = 00













ATTESTED

13/11/19

S.K. SINGH
NOTARY
CIVIL COURT MDP.

Cujan Kumar Sitt

Photo, Signature and L.T.I.

 <p>Affected by me A.K. Singh ADV 11/6/19</p> <p>Cujan Kumar Sitt</p> <p>Cujan Kumar Sitt</p>					
 <p>Affected by me A.K. Singh ADV 11/6/19</p> <p>निर्मला देवी</p>					
<p>निर्मला देवी</p>					

ATTESTED
S.K. SINGH
NOTARY
CIVIL COURT MDP

Read over the contents of deed and explained to the parties A.K. Singh

Certified that the left hand finger print of all the persons whose photographs affixed in this deed has been taken by me

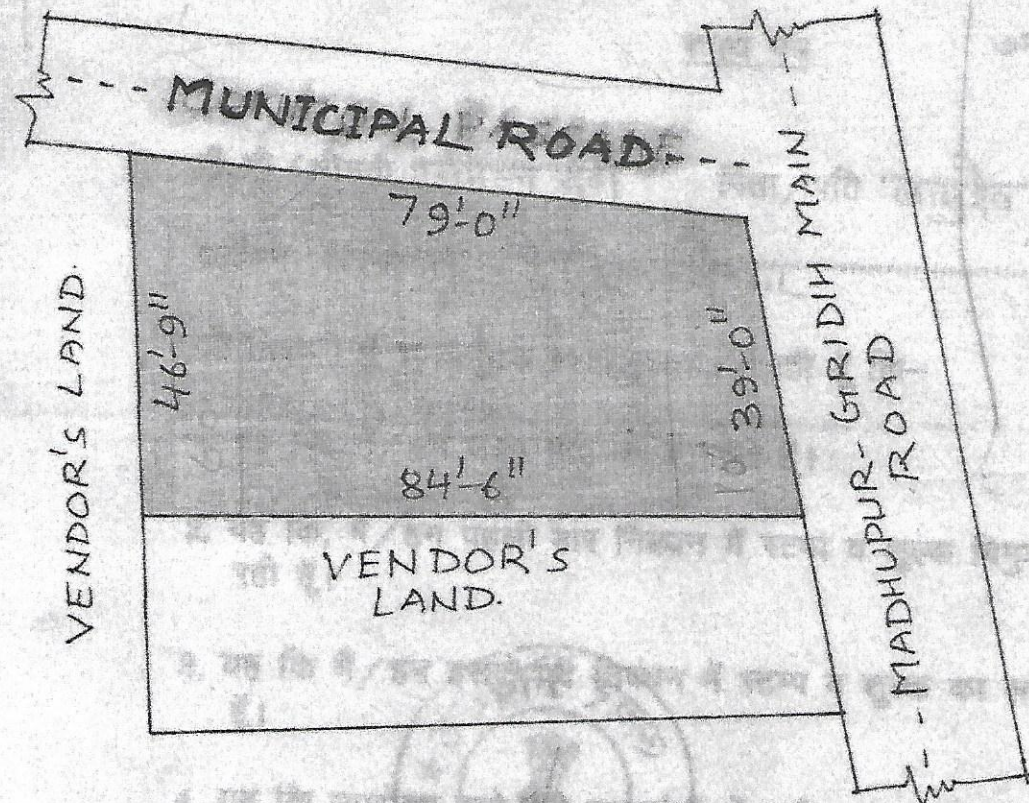
A.K. Singh
11/6/19

MOUZA: SAPAHA No. 265, P.S.-MADHUPUR, DIST.-
 DEOGHAR, UNDER THOKA No. 23/3, WITHIN
 MADHUPUR MUNICIPAL WARD No.1, AREA: 3507
 SQFT. MORE OR LESS, SHOWN IN RED COLOUR
 BELONGS TO ANJAN KUMAR SETT S/O LATE
 HIMANSHU SETT R/O- DR. U.N. BHARMCHARI
 STREET, SELAMPUR, KOLKATA.

NOW SOLD TO NIRMALA DEVI W/O BASU
 DEV MANDAL R/O- KASATHI, P.S.-DEIPUR, DIST.-
 DEOGHAR.

1404

4/6/19



Anjan Kumar S. ll

Traced by
 P.K. Nandan
 Amin.



ANJAN KUMAR NOTARY
 MADHUPUR (JHARKHAND)

ATTESTED
 13/11/19

4/6/19