

পশ্চিমবঙুগ पश्चिम बंगाल WEST BENGAL

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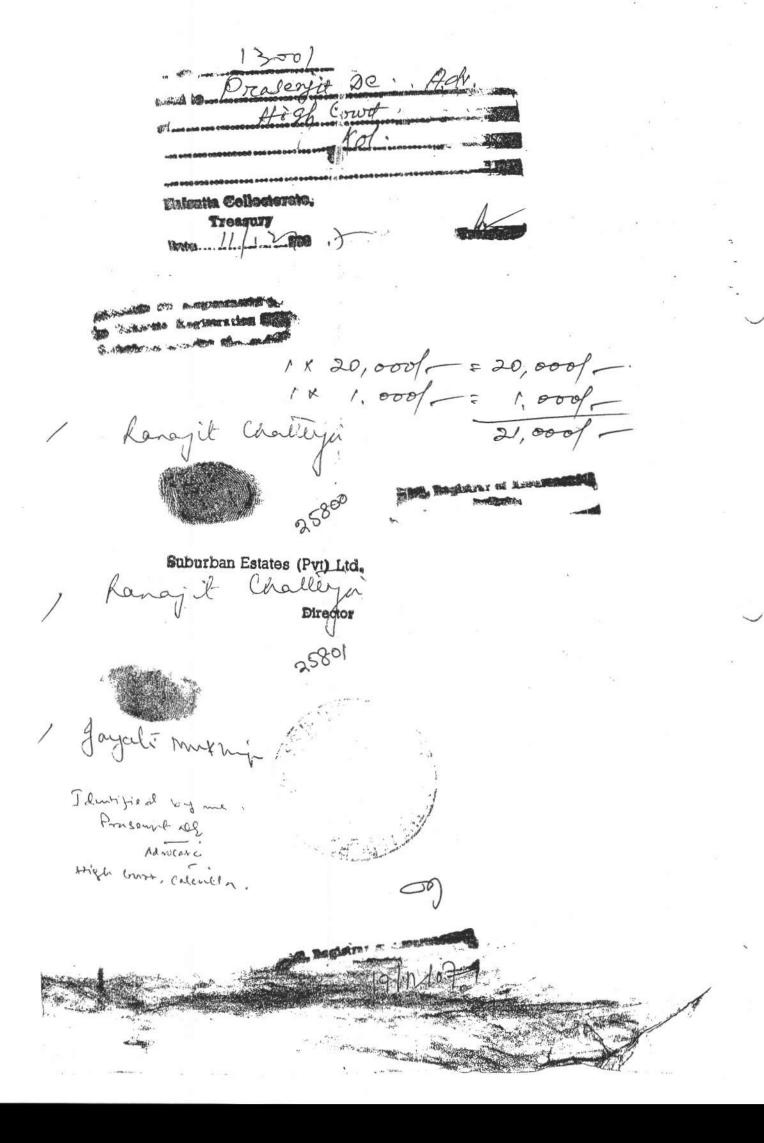


Renojt Batterju

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DEED OF TRANSFER

THIS INDENTURE made on the 19th day of December,
Two Thousand and Seven (2007) BETWEEN SM. JAYATI
MUKHERJEE, wife of Late Kailash Mukherjee, by occupation





পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Service, residing at 12, Gopal Chandra Chatterjee Road, P.S. Cossipore, Kolkata 700002, (hereinafter referred to as the 'TRANSFEROR') which expression shall, unless excluded by or repugnant to the context, be deemed to include her heirs, executors, administrators and representatives, of the ONE PART.

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High Court

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#### AND.

M/S. SUBURBAN ESTATES (PVT.) LIMITED, a Private Limited Company registered under Indian Companies Act, 1913, and having its registered office at 23D, Gopal Chandra Chatterjee Road, P.S. Cossipore, Kolkata 700002, (hereinafter referred to as the 'TRANSFEREE'), which expression shall also include its successors in interest and assigns, of the OTHER PART, WITNESSES as follows:-

WHEREAS, One Nanibala Debi, deceased, widow of Mohit Mohan Chatterjee, deceased, resident of 23D, Gopal Chandra Chatterjee Road, Kolkata 700002, was the absolute owner of Premises No. 23/2, Gopal Chandra Chatterjee Road, P.S. Cossipore, Kolkata 700002;

AND WHEREAS upon the death of the said Nanibala Debi, intestate, on 03.03.1969, the said property devolved upon her only son, Benimadhab Chatterjee, deceased, as the sole heir and legal representative of the said Nabibala Debi, deceased; AND

AND WHEREAS the said Benimadhab Chatterjee died intestate in October 1981, leaving behind his widow Labanyamoyee Debi, only son Pranab Kumar Chatterjee and four daughters – Purnima Ganguli, Anima Chakraborti, Pratima Chakravarti and Nilima Banerjee, as his heirs and legal representatives; AND



AND WHEREAS upon the death of Labanyamoyee Debi, intestate, on 21.12.1995, her 1/6th share in the said property devolved upon her son, Pranab Kumar Chatterjee and four daughters – Purnima Ganguli, Anima Chakraborti, Pratima Chakravarti and Nilima Baner ee, in equal share and accordingly each of the said five heirs/legal representatives of the said Labanyamoyee Debi became the owner of undivided 1/5th share of the said property;

AND WHEREAS the said Anima Chakraborti died intestate on 14.12.2004, leaving her only surviving daughter, Sm. Jayati Mukherjee, (the Transferor abovenamed) as her sole heir and legal representative, who thereupon became the owner of undivided 1/5th share of the said property belonging to her deceased mother;

AND WHEREAS upon being approached by the Transferee Company, the Transferor abovenamed had agreed to transfer, assign, assure and confirm unto and to the Transferee and/or their assigns her undivided 1/5 share in the property for a consideration of Rs.2 lakhs (Rupees two lakhs only);

AND WHEREAS by the Terms of Settlement filed in the Hon'ble High Court at Calcutta in EOS. No. 12 of 1996, the Transferor had relinquished her rights, title and interest in the property hereby sought to be transferred;

AND WHEREAS the Transferee Company has been in peaceful possession and enjoyment of the said property ever since 1961 with the full knowledge and consent of Nanibala Debi, deceased, and Benimadhab Chatterjee, deceased, being the erstwhile owners of the property and predecessors-in-interest of the Transferor abovenamed, and the same is also mutated in Kolkata Municipal Corporation records in the name of the transferee Company, alongwith the adjoining premises being 23, 23/1, 23/3 and 23A, Gopal Chandra Chatterjee Road, Kolkata 700002, all belonging to the Transferee Company, who has been paying all taxes and outgoings due and payable in respect of the same.

### NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of the sum of Rs.2,00,000/- (Rupees Two lakhs only) paid by the Transferee to the Transferor (the receipt whereof the Transferor hereby acknowledges) and notwithstanding any settlement by and between the parties, and by way of abundant caution, the Transferor hereby grants, conveys, transfers, assigns and assures to and unto the Transferee abovenamed and/or their assigns, the undivided 1/5 share of the Transferor by way of sale of the said property being recent freehold land, measuring 2 with the right title and interest of the Transferor in the common passage(s) to the South and West thereof, more fully described in the Schedule given hereunder and all other easement and other rights appurtenant

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thereto; TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple unto the Transferee free from encumbrances absolutely and forever; AND the Transferor hereby covenants with the Transferee that notwithstanding any act, deed or thing done by the Transferor (or any of her predecessors in title), including any earlier settlement by and between the parties, she, the Transferor has good right, full power and absolute authority to grant, convey and transfer the said land, hereditaments and premises unto the Transferee in manner aforesaid; And that the Transferee shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Transferor or any persons having or lawfully claiming from under or in trust for the Transferor (or any of her predecessors in title) or any person having or lawfully claiming as aforesaid; And further that she the Transferor, and all persons having or lawfully claiming any estate or interest in the said land, hereditaments and premises or any part thereof from, under or in trust for the Transferor (or from or under any of her predecessors in title) shall and will at all times hereafter at the request and cost of the Transferee do and execute or cause to be done and executed, all such acts, deeds and things whatsoever for further and more perfectly assuring the said land, hereditaments and premises and every part thereof unto the Transferee as may be reasonably required.

SCHEDULE

ALL THAT Vacant land, hereditaments, tenaments and premises comprising by estimation an area of 2 Cottahs 9 with delapidates the had electrically fore suff. Chittaks, be the same a little more or less, situate, lying at and being Municipal premises No. 23/2, Gopal Chandra Chatterjee Road, P.S. Cossipore, Sub-Registration Office Cossipore Dum Dum, within the limits of Kolkata Municipal Corporation and comprised in Division – I, Sub-Division – II, Holding No. 15 of Alipore Collectorate, Touzi No. 1298/2833, in Mouza Cossipore Chashadhopapara, Dihi-Panchanna Gram, butted and bounded as follows:-

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ON THE NORTH BY: Premises No. 46, Barrackpore Trunk Road;

ON THE EAST BY: Premises No. 23A, Gopal Chandra
Chatterjee Road, belonging to the
Transferee Company;

ON THE WEST BY: Common passage followed by vacant land belonging to the Transferee Company being premises No. 23/1, Gopal Chandra Chatterjee Road;

ON THE SOUTH BY: Common passage followed by vacant land belonging to the Transferee Company, being premises No. 23/3, Gopal Chandra Chatterjee Road;

And have

IN WITNESS WHEREOF, the said Transferor and Transferee have hereunto set and subscribed their respective hands and seals on the date, month and year hereinabove written.

#### **WITNESSES**

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fayali Mukuj. (TRANSFEROR)

2. Md. NOON Alam

33. Mcled Street

Walkale 705017.

Suburban Estates (Pvi) Ltd.
Rangit Chelleyer

Directő

(TRANSFEREE)

#### <u>WITNESSES</u>

1. Komesh Mukikadhyring 5/1, Kovshi wall Dullallaa Kulkala - 700036.

2. Md. Noor Alama
33, McLead Street."
Rollhala 700017

#### MEMO OF CONSIDERATION

**RECEIVED** from within named **TRANSFEREE** the sum of Rs.2,00,000/- (Rupees Two Lakhs) only being full and final payments towards the consideration money within mentioned as per memo below:-

By Cash

2,00,000.00

Total

Rs.

2,00,000.00

(Rupees two lakhs) only

### WITNESSES

1. Janesh Muchpallyry 5/1, Knoh North Dutskil. Kalkola-70036.

Jayali Mukmp TRANSFEROR

2. Md. NOOR Alam 33, Mclear Alfred Rollale 10007

# Government Of West Bengal Office of the A. R. A. - II KOLKATA 5 & 6, Govt Place ( North) , KOLKATA

Endorsement For deed Number :I-01497 of :2009 (Serial No. 13640, 2007)

#### On 19/12/2007

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 2189/-, E = 7/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on:19/12/2007

#### Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 15.16 hrs on :19/12/2007, at the Office of the A. R. A. - II KOLKATA by Ranajit Chatterjee, Claimant.

#### Admission of Execution(Under Section 58)

Execution is admitted on 19/12/2007 by

- 1. Jayanti Mukherjee, wife of Late Kailash Mukherjee ,12 Gopal Chandra Chatterjee Rd Kolkata ,Thana Cossipore,Pin 700002, By caste Hindu,by Profession :Service
- 2. Ranajit Chatterjee, Director, M/s Suburban Estates Pvt Ltd, 23d Gopal Chandra Chatterje, Rd, Kolkata, profession :Others
  Identified By Prasenjit De, son of ... ... High Court Calcutta Thana: Harest, by caste Hindu, By Profession :Advocate.

Name of the Registering officer :........
Designation :A. R. A. - II KOLKATA

#### On 19/12/2008

#### Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 313000/-

Certified that the required stamp duty of this document is Rs 18790 /- and the Stamp duty paid as: Impresive Rs- 21000

Name of the Registering officer :Ajoy Kr Pradhan Designation :A. R. A. - II KOLKATA

#### On 19/02/2009

#### Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number 23,5 of Indian Stamp Act 1899.

[Ajoy Kr Rradhan] A. R. A. - II KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF

Govt. of West Bengal

19/2/00

Page: 1 of 2

### Government Of \Vest Bengal Office of the A. R. A. - II KOLKATA

5 & 6, Govt Place (North), KOLKATA Endorsement For deed Number: I-01497 of :2009 (Serial No. 13641, 2007)

#### Deficit Fees paid

Deficit amount of Registration fees is realized under Article in Topees : A(1) = 1243/- on: 19/02/2009.

Name of the Registering officer: Ajoy Kr Pradhan Designation : A. R. A. - II KOLKATA

[Ajoy Kr Pradhan]

A. R. A. - II KOLKATA OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF KOLKATA

Govt. of West Bengal 191209

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## SPECIMEN FORM FOR TEN FINGERPRINTS

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DATED THIS 19 DAY OF DECEMBER 2007

# **BETWEEN**

Smt. Jayati Mukherjee

... Transferor

AND

Ws. Suburban Estate (Pvt.) Limited

... Transferee

# DEED OF TRANSFER

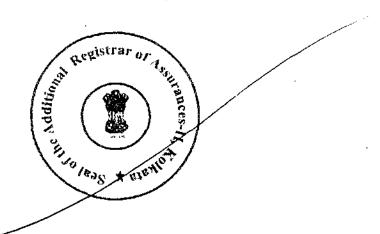
Drafted by:

Prasenjit De

Advocate
High Court, Calcutta

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 2456 to 2470 being No 01497 for the year 2009.



oy Kr Pradhan 24-February-2009 A. R. A. - II KOLKATA Office of the A. R. A. - II KOLKATA West Bengal