11275/2013

11697/2013

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

P 783069

Certified that the Document is annexed to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

DEED OF CONVEYANCE

This DEED OF CONVEYANCE made this the 16th day of the month of August, 2013 between **PRAFULLA CHANDRA MUKHERJEE** son of late Ajit Kumar Mukherjee by faith - Hindu and by occupation – business of 27, Gokul Boral Street under Police Station – Muchipara, Kolkata – 700012 and presently residing at village – Manasapota, Post Office – Simurali, Police Station – Chakdah, District – Nadia hereinafter referred to as the **VENDOR** (which expression unless repugnant to the context shall mean to include his legal heirs, heiresses, legal representatives, executors and administrators) of the FIRST PART

AND

FISTA CONSTRUCTION PVT. LTD.

Director

Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 11697 of 2013

(Serial No. 11275 of 2013 and Query No. 1902L000026313 of 2013)

On 16/08/2013

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.

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 1,93,548/- paid online on 14/08/2013 3:26AM with Govt. Ref. No. 192013140002877242 on 13/08/2013 2:27PM, Bank: Indian Overseas Bank, Bank Ref. No. 2013081400001196 on 14/08/2013 3:26AM, Head of Account: 0030-03-104-001-16, Query No:1902L000026313/2013

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.-1,75,94,700/-

Certified that the required stamp duty of this document is Rs.- 1231649 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 12,31,649/- paid online on 14/08/2013 3:26AM with Govt. Ref. No. 192013140002877242 on 13/08/2013 2:27PM, Bank: Indian Overseas Bank, Bank Ref. No. 2013081400001196 on 14/08/2013 3:26AM, Head of Account: 0030-02-103-003-02, Query No:1902L000026313/2013

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

Presented for registration at 13.36 hrs on :16/08/2013, at the Office of the A.R.A. - II KOLKATA by Mr Syed Asgar Hossain ,Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 16/08/2013 by

1. Prafulla Chandra Mukherjee, son of Late Ajit Kumar Mukherjee , 27, Gokul Boral Street, Kol, Thana:-Muchipara, District:-Kolkata, WEST BENGAL, India, Pin :-700012, By Caste Hindu, By Profession : Business
2. Mr Syed Asgar Hossain
   Director, M/s Fista Construction Pvt Ltd, 18, Deedar Bux Lane, Kol, Thana:-Taltola, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
   , By Profession : Business

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

16/08/2013 17:16:00

FISTA CONSTRUCTION PVT. LTD.

Director

Government Of West Bengal

Office Of the A.R.A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number : I - 11697 of 2013

(Serial No. 11275 of 2013 and Query No. 1902L000026313 of 2013)

Identified By Tapas Kumar Manna, son of - , 4, Kiron Sankar Roy Road(Hastings Street), Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

16/08/2013 17:16:00

FISTA CONSTRUCTION PVT. LTD.

Director

Gov_ of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

GRN:	19-201314-000287724-2	Payment Mode	Counter Payment
GRN Date:	13/08/2013 14:27:18	Bank :	Indian Overseas Bank
BRN :	2013081400011 96	BRN Date:	14/08/2013 03:26:05

DEPOSITOR'S DETAILS

Id No. : 1902L000026313/1/2013
(Query No. /Year/Year Part)

Name :	FISTA CONSTRUCTION PVT LTD
Contact No. :	9830066292 Mobile No. : +91 9831665373
E-mail :	zeddconstruction@yahoo.co.in
Address :	18 DEEDAR BUX LANE KOLKATA-700 018
Applicant Name :	Tapas Kumar Manna
Office Name :	A.R.A. - II KOLKATA, Kolkata
Office Address :	
Status of Depositor :	Buyer/Claimants
Purpose of payment / Remarks :	Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1902L000026313/1/2013	Property Registration- Stamp duty	0030-02-103-003-02	1231649
2	1902L000026313/1/2013	Property Registration- Registration Fees	0030-03-104-001-16	193548
		Total		1425197

In Words : Rupees Fourteen Lakh Twenty Five Thousand One Hundred Ninety Seven only

FISTA CONSTRUCTION PVT. LTD.
Director

M/s **FISTA CONSTRUCTION PRIVATE LIMITED** a company incorporated under the Indian Companies Act, 1956 having it's registered address at 18, Deedar Bux Lane, under Police Station – Taltala, Kolkata – 700016 represented by it's one of the directors namely Mr. **SYED ASGAR HOSSAIN** son of late Syed Moazzam Hossain by faith – Muslim by occupation – business resident of 18, Deedar Bux Lane, under P.S. – Taltala, Kolkata – 700016 for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the SECOND PART

Whereas the premises No. 27, Gokul Boral Street situates within the limit of Police Station – Muchipara, Kolkata – 700012 being an old dilapidated scattered house, major portion under occupancy of tenants, containing an area of land measuring 8 cottahs and 8 chittacks, particularly and fully described in the FIRST SCHEDULE of property hereinafter and hereinafter referred as "the said property" belonged to one Bimala Bala Debi, since deceased wife of late Nrisingha Banerjee who acquired it's title by purchase through a registered deed of conveyance being deed No. 850 dated 21st March, 1941 registered in the office of Registrar of Assurances, Calcutta

And whereas Bimala Bala Debi died intestate on 21st day of December, 1972 leaving behind her only daughter Bela Rani Mukherjee as sole successor and legal heiress and the right, title and interest of Bimala Bala Debi in the said property devolved upon her only daughter Bela Rani Mukherjee wife of Ajit Kumar Mukherjee, since deceased

And whereas said Bela Rani Mukherjee had five sons and three daughters and her husband Ajit Kumar Mukherjee predeceased in the year 1967

FISTA CONSTRUCTION PVT. LTD.

Director

And whereas Bela Rani Mukherjee by executing a deed of gift being No. 4108 dated 19th November, 2004 registered before learned Additional Registrar of Assurances -II Kolkata gifted, transferred and conveyed the said property to her two sons Pratap Chandra Mukherjee and Prafulla Chandra Mukherjee, the donees as mentioned therein

And whereas by said deed of gift said Pratap Chandra Mukherjee and Prafulla Chandra Mukherjee became absolute joint owners in respect of the said property having each undivided ½ share therein, therefore, the vendor thus became owner of undivided ½ share in the said property without any ambiguity and since then enjoying the property as such

And whereas said Pratap Chandra Mukherjee died intestate on 5th January, 2009 as bachelor and upon death of the said Pratap Chandra Mukherjee his undivided ½ share in the said property devolved upon and went back to his mother Bela Rani Mukherjee as first class legal heiress according to Hindu Succession Act, 1956

And whereas upon death of said Pratap Chandra Mukherjee, his mother Bela Rani Mukherjee and Prafulla Chandra Mukherjee became joint owners in respect of the said property having each undivided ½ share therein

And whereas subsequently Bela Rani Mukherjee, since deceased and her son and other co-sharer of the said property Prafulla Chandra Mukherjee, the Vendor herein jointly entered into and executed an agreement for sale dated 4th February, 2010 with the purchaser for the absolute sale of the said property mentioned in the FIRST SCHEDULE hereunder written for a total consideration of Rs. 52,00,000.00 (fifty two lacs) free from all encumbrances and the purchaser paid a sum of Rs. 15,00,000.00 (fifteen lacs) as earnest money and the part payment against the said consideration money to both the said owners upon their signatures subscribed in the said agreement and the memorandum

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Director

of consideration and the vendor further received a sum of Rs. 7,00,000.00 (seven lacs) against the consideration money

And whereas it is recorded that said Bela Rani Mukherjee executed and published her last will and testament on the 7th October, 2010 bequeathing her undivided ½ share of and in the said property to and in favour of her youngest son the said Prafulla Chandra Mukherjee only and appointed said Prafulla Chandra Mukherjee the sole executor to the said will and said Bela Rani Mukherjee died testate on 5th December, 2010 leaving behind her heirs and heiresses

And whereas after death of said Bela Rani Mukherjee, her youngest son Prafulla Chandra Mukherjee, the hereinnamed vendor applied for grant of probate of the said last will of Bela Rani Mukherjee before the learned Chief Judge, City Civil Court at Calcutta as executor to the will and the same has been registered as the Probate Case No. 60 of 2011 and is pending in Court

And whereas the said property is in a dilapidated condition and most of the heirs/heiresses of Bela Rani Mukherjee are not residing there and shifted elsewhere due to damaged condition of the property and the vendor also is not presently residing in the said property

And whereas the said property is in dilapidated condition and has almost lost its utility and previously a notice was also issued by the Kolkata Municipal Corporation upon the said Bela Rani Mukherjee asking her to secure and strengthen the said property

And whereas the executor being aged about 70 years and suffering from various ailments and has become feeble as such

And the purchaser has called upon the vendor to grant, sale and convey unto it the said one half share of and in the said property for the purpose of

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giving effect to the said agreement for sale dated 4th January, 2010 at the earliest or to refund the earnest money with interest for the reasons of various inconveniences including that of growing expenses relating to registration of deed of conveyance

And whereas it is impossible for the vendor to return the earnest money taken by the deceased mother/testatrix and the vendor

And whereas to give effect to the obligations ought to have been observed by the mother of the vendor and to avoid practical complications as property is in dilapidated condition and over all to honour the testatrix's intention the vendor being the executor of the will executed the deed of conveyance in respect of the undivided ½ share of the deceased Bela Rani Mukherjee in the said property in accordance with section 307 sub-section (1) of the Indian Succession Act, 1925 pending probate proceedings

And whereas the vendor intends to sell his own undivided ½ (one half) share in the said property to the purchaser free from all encumbrances, mortgages, liens, attachments and any acquisitions and requisitions of Government or any public body as the vendor declares the property as such and the purchaser also intends to purchase the same in terms of the said agreement for sale

And whereas the total consideration price of the said property was settled at Rs. 52,00,000.00 (fifty two lacs) under the aforesaid agreement for sale dated 4th February, 2010, therefore, the value of undivided ½ (one half) share of vendor remained Rs. 26,00,000.00 (twenty six lacs) out of which the vendor received Rs. 14,50,000.00 (fourteen lacs and fifty thousands) as earnest money and further advance against consideration and the purchaser is to pay the balance sum of Rs. 11,50,000.00 (eleven lacs and fifty thousands) which is now paid on execution of these presents

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Director