

04/605/2007

12864



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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 638503
 23.11.09

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 24.11.09



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 alias Rabin Mitra.

DEED OF CONVEYANCE

THIS INDENTURE is made this the 23rd day of November two thousand nine (2009 A.D) BETWEEN SRI RABINDRA NATH MITRA ALIAS RABIN MITRA son of Late Ratish Chandra Mitra, by faith Hindu, by occupation Business, residing at 77, Vivekananda Road, Kolkata-700006, P.S. Girish Park, hereinafter referred to as the "VENDOR/OWNER" (which expression shall unless excluded by or repugnant to the context shall include his heirs, legal representatives, successors, executors, administrators, and assigns) of the ONE PART.

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AND

(1) SRI HRISHIKESH JANA son of Sri Ananta Kumar Jana, by faith Hindu, by occupation business, and (2) SMT. SNIGDHA JANA wife of Sri Hrishikesh Jana, by faith Hindu, by occupation business, both are residing at 12/C, Thakurdas Chakraborty Lane, P.S. Girish Park, Kolkata-700006, hereafter referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, legal representatives, successors, executors, administrators and assigns) of the OTHER PART.

WHEREAS by virtue of a registered Bengali Kobala bearing dated 28th day of Falgoon, 1376 B.S. corresponding to 12.03.1970, executed by and between SANTOSH KUMAR GHOSH son of Late hazer Chandra Ghosh referred to as the Vendor and SRI RABINDRA NATH MITRA referred to as the Purchaser and registered in the office of the District Sub-Registrar at Barasat and recorded in Book No. I, Volume No.37, pages 168 to 171, Deed No.2564 for the year 1970, the said SRI RABINDRA NATH MITRA became the sole and absolute owner of the property ALL THAT the piece or parcel of Rayati Dhakhali Satwa Sali Land measuring an area of 19 ¼ Sataks i.e. 11 Cottahs and 11 Chittacks be the same a little more or less situated under Mouza GANGANAGAR, Pargana Anwarpur, Touzi No.1562, J.L. No.49, R.S. No.1, R.S. Khatian No.155, R.S. Dag No. 234(P), P.S. Barasat, now Airport P.S., District Sub-Registry Office Barasat (Now A.D.S.R. Bidhannagar, Salt Lake City) District the then 24-Parganas now North 24-Parganas, morefully described in the schedule thereto and after purchasing the aforesaid land the said Rabindra Nath Mitra thus was seized and possessed the same and being in possession of the said land absolutely.

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AND WHEREAS by virtue of another registered Bengali Kobala bearing dated 8th day of Baishak, 1381 B.S. corresponding to 22.04.1974, executed by and between GOSTHO BEHARI GHOSH son of Late Khetra Mohan Ghosh referred to as the Vendor and SRI RABINDRA NATH MITRA referred to as the Purchaser and registered in the office of the District Sub- Registrar at Barasat and recorded in Book No. I, Volume No.47, pages 185 to 188. Deed No.3864 for the year 1974, the said SRI RABINDRA NATH MITRA became the sole and absolute owner of the property ALL THAT the piece or parcel of Rayati Dhakhali Satwa Sali Land measuring an area of 22 ½ Sataks i.e. 13 Cottahs and 10 Chittacks be the same a little more or less situated under Mouza GANGANAGAR, Pargana Anwarpur, Touzi No.1562, J.L. No.49, R.S. No.1, C.S. Khatian No.130, L.R./R.S. Dag/Plot No. 235(P), under L.R. Khatian No.223 P.S. Barasat, now Airport P.S., District Sub-Registry Office Barasat (Now A.D.S.R. Bidhannagar, Salt Lake City) District the then 24-Parganas now North 24-Parganas, morefully described in the schedule thereto and after purchasing the aforesaid land the said Rabindra Nath Mitra thus was seized and possessed the same and being in possession of the said land absolutely.

AND WHEREAS while the said Rabindra Nath Mitra was seized possessed of and/or well sufficiently entitled to the above mentioned properties, he the Vendor herein got his name mutated as the recorded owner with the office of the Junior Land Reforms Officer (J.L.R.O.) at Barasat-II, 24-Parganas (North) vide M. Case No.54/33 of 1974-75 and also at present recorded his name in the office of the MADHYAMGRAM MUNICIPALITY under Ward No.16 and Holding No.7, Old Jessore Road.

AND WHEREAS since then the said Rabindra Nath Mitra the vendor herein is remaining the owner of front portion of the land measuring about 11 Cottahs and 11 Chittacks be the same a little more or less situated under Mouza GANGANAGAR, Pargana Anwarpur, Touzi No.1562, J.L. No.49, R.S. No.1, Khatian No.155, **Dag No. 234(P)**, P.S. Barasat, now Airport P.S., District Sub-Registry Office Barasat (Now A.D.S.R. Bidhannagar, Salt Lake City) District North 24-Parganas, in Ward No.16 within the Municipal Limits of the Madhyamgram Municipality, morefully described in the schedule hereunder and hereinafter referred to as the said property.

AND WHEREAS the Vendor/owner herein have declared and agreed to sell and the purchasers herein are agreed to purchase the property ALL THAT the demarcated and separated the front portion of the piece or parcel of Sali land measuring about **5(five) Cottahs 6(six) Chittacks and 41(forty one) square feet** more or less out of 11 Cottahs and 11 Chittacks more or less situate and lying at Holding No.7, Old Jessore Road, comprising of **Khatian No.155, and Dag No.234 (P)** under Mouza Ganganagar, J.L. No.49, R.S. 1, Parganas Anwarpur, Touzi No.1562, P.S. Airport and A.D.S.R.O. Bidhannagar (Salt Lake City) District North 24-Parganas under Madhyamgram Municipality as shown and depicted in the map or plan annexed thereto and bordered with "RED" ink and which is more fully and particularly described in the Schedule hereunder and hereinafter referred to as the said property.

AND WHEREAS the Vendor/owner herein, being the absolute owner of the said property have now agreed to sell, transfer and convey his right title and interest in respect of the said Property in favour of the purchasers herein ALL THAT the front portion of the demarcated and divided piece or parcel of Rayati Dhakhali Satwa Sali land containing the land measuring about area 5 Cotahs 6 Chittacks and 41 square feet more or less situated and lying at Holding No.7, Old Jessore Road, comprising at Khatian No.155, Dag No.234(P), Mouza Ganganagar, J.L. No.49, R.S. 1, Parganas Anwarpur, Touzi No.1562, P.S. Airport and A.D.S.R.O. Bidhannagar (Salt Lake City) District North 24-Parganas under Madhyamgram Municipality which is delineated in the annexed map or plan and bordered with "RED" ink and more fully set forth and descried in the Schedule hereunder and hereinafter referred to as the said PROPERTY as an absolute estate in fee simple or an estate equivalent thereto subject to a good and marketable title being made in respect thereof and the properties being found free from all encumbrances, attachments, charges and other claims and demands whatsoever at or for the price of Rs.2,17,278/= only (Rupees two lacs seventeen thousand two hundred and seventy eight) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.2,17,278/= (Rupees two lacs seventeen thousand two hundred and seventy eight) only, (the receipt whereof the vendor herein do hereby admit and acknowledge) and of and from the same and every part thereof to acquit, release and discharge the purchasers, their heirs, executors, successors, representatives and assigns and every one of them and also the said property he the vendor as sole and absolute owner do by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the purchasers, their heirs,

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executors, successors, administrators, representatives and assigns free from all encumbrances, attachment in title ALL THAT the front portion of the demarcated and divided piece or parcel of Rayati Dhakhali Satwa Sali land containing the land measuring about area 5 Cotahs 6 Chittacks and 41 square feet more or less situated and lying at Holding No.7, Old Jessore Road, comprising at Khatian No.155, Dag No.234(P), Mouza Ganganagar, J.L. No.49, R.S. 1, Parganas Anwarpur, Touzi No.1562, P.S. Airport and A.D.S.R.O. Bidhannagar (Salt Lake City) District North 24-Parganas under Madhyamgram Municipality which is delineated in the annexed map or plan and bordered with "RED" ink and more fully set forth and described in the Schedule hereunder and hereinafter referred to as the said PROPERTY OR HOWSOEVER OTHERWISE the said property now or heretofore were or was situate, butted, bounded, called, known numbered described and distinguished together with all benefit and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereof AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with furthermore all the estate, right, title inheritance use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property or every part thereof and all deeds, pattahs, muniments, writings and evidence of title which in any wise relate to the said property or any part or parcel thereof and which now are hereafter shall or may be in the custody, power or possession of the Vendor, his heirs, executors, administrators or representatives of any persons from whom he or they can or may procure the same without action or suit at law or in equity AND also together with the right to the purchasers their heirs executors and administrators in interest through over and along with the common passage of the said property AND TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with his rights, manner and appurtenances unto and to the use of the purchasers their heirs, executors, administrators, representatives and assigns for ever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified or and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to those presents AND the Vendor do hereby for himself, his heirs, executors, administrators and representatives covenant with the purchasers their heirs, executors, administrators and representatives and assigns THAT notwithstanding any act deed or thing whatsoever, by the Vendor or by any or his predecessors and ancestors in title done or executed or knowingly suffered to the contrary they the Vendor had all material times heretofore and now

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have good right full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold conveyed and transferred to expressed or intended so to be, unto and to the use of the purchasers their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents issues and profits thereof without any lawful eviction, hinder and interruption, disturbances, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessor in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and release or otherwise by and at the cost and expenses of the Vendor well and sufficiently save indemnified or from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for him the Vendor or from or under any of his predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the purchasers their heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the purchasers their heirs, executors, administrators, representatives and assigns according to the true intend and meaning of these present as shall or may be reasonably required.

THE VENDOR DOES HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

1. The interest which the Vendor herein profess to transfer subsists and he has good right full power and absolute authority and indefeasible title to grant convey, transfer and assign and assure the said property hereby sell and transferred unto the purchasers herein manner as aforesaid.
2. That the said property shall be quietly and peacefully entered into and held and enjoyed the possessed absolutely and the rents, issues and profits received therefore by the purchasers herein without any interruption from claim or demand by the Vendor and without any lawful eviction disturbance or interruptions by the Vendor or by any other person or persons claiming under the Vendor whatsoever.

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3. The said property or any part or portion thereof or any interest therein has not vested in and/or are or is not acquired by the state of West Bengal Acquisition Act 1956 or statutory modification thereof for under the Urban Land Ceiling and regulation Act 1976 or any other law for the time being in force.
4. The purchasers herein will be entitled to mutate the purchasers' name in respect of the said property with the authorities concerned.
5. The purchasers herein will pay the proportionate sum of revenue payable to the State of West Bengal, and also separated their portions and pay municipal taxes to the Competent Authority, from the date of purchase.
6. Now with the execution of this conveyance the purchasers become the full and absolute owner of the said property and all interests connected herewith aforesaid and as fully described in the schedule herein below.

THE SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DIVIDED AND DEMARCATED PORTION, WHICH CONVEY HERETO)

ALL THAT the front portion of the demarcated and divided piece or parcel of Rayati Dhakhali Satwa Sali land containing the land measuring about area **5 Cotahs 6 Chittacks and 41 square feet more or less** situated and lying at Holding No.7, Old Jessore Road, comprising at Khatian No.155, Dag No.234(P), Mouza Ganganagar, J.L. No.49, R.S. 1, Parganas Anwarpur, Touzi No.1562, P.S. Airport and A.D.S.R.O. Bidhannagar (Salt Lake City) District North 24-Parganas under Madhyamgram Municipality which is delineated in the annexed map or plan and bordered with "RED" ink and more fully set forth and described in the Schedule hereunder which is delineated in the annexed map or plan and bordered with "RED" ink and which is butted and bounded as follows:

The Boundary of the front portion of land under Dag No.234 (P) is;

- | | |
|---------------|---|
| On the North: | By Land of the Vendor Rabindra Nath Mitra; |
| On the South: | By Land of ABGANAN FACTORY; |
| On the East: | By Land of the Purchaser Sri Hirishikesh Jana and
Smt. Snigdha Jana; |
| On the West: | By Open Old Jessore Road; |

Contd.....P/8.

Rabindranath Mitra
Rabindra

IN WITNESSES WHEREOF the Vendor and purchasers hereto have heretunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED UP


AT KOLKATA IN THE PRESENCE OF:

1. Pranabesh Jana
s/o Prof Iswar Ch. Jana
2. Chandra Sar Das
Kolkata 6.


(RABINDRA NATH MITRA ALIAS)
SIGNATURE OF THE VENDOR/OWNER

2. Atanu Saha
S/C. Mr. BARUN KOMAR SAHA
51/1, R.N. GUPTA ROAD,
GICAL PARK NAGER BAZAR,
DUM DUM KOLKATA - 700028


(HRISHIKESH JANA)


(SNIGDHA JANA)
SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

RECEIVED of and from within named Confirming Party the sum of Rs.2,17,278/= (Rupees two lacs seventeen thousand two hundred and seventy eight) only as full and final consideration money in respect of the properties mentioned in the schedule herein above, by the Vendor herein as per memo below:

MEMO

By Cash: R.B.I. Notes Rs.1000/= X 200	Rs.2, 00,000=00
Rs.100/= X 172 Nos.	Rs. 17,200=00
Rs.10/= X 7	Rs. 70=00
Re.1/= X 8	Rs. 8=00
Total:	<u>Rs.2, 17, 278=00</u>

(RUPEES TWO LACS SEVENTEEN THOUSAND TWO HUNDRED SEVENTY EIGHT)


(RABINDRA NATH MITRA)
SIGNATURE OF VENDOR

WITNESSES:

1. Pranabesh Jana
2. Atanu Saha

DRAFTED BY,


(DULAL CHANDRA PAL)
ADVOCATE HIGH COURT KOLKATA
8, OLD POST OFFICE STREET,
KOLKATA-700001.



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

Endorsement For Deed Number : I - 12864 of 2009
(Serial No. 09605 of 2009)

On 23/11/2009

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

Presented for registration at 18.40 hrs on :23/11/2009, at the Private residence by Hrishikesh Jana, one of the Claimants.

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

Execution is admitted on 23/11/2009 by

1. Rabindra Nath Mitra Alias Rabin Mitra, son of Late R. C. Mitra , 77, Vivekananda Road Kol- 6 , Thana Girish Park, By Caste Hindu, By Profession : Business
2. Hrishikesh Jana, son of Ananta Kumar Jana , 12/ C, Thakurdas Chakraborty Lane Kol- 6 , Thana Girish Park, By Caste Hindu, By Profession : Business
3. Snigdha Jana, wife of Hrishikesh Jana , 12/ C, Thakurdas Chakraborty Lane Kol- 6 , Thana Girish Park, By Caste Hindu, By Profession : Business

Identified By: Pranabesh Jana, son of Late Iswar Jana, 11, C. S. Lane Kol- 6 ,Thana : . By Caste: Hindu, By Profession: Service.

(Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

On 24/11/2009

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.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 7018/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 24/11/2009

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.-638503/-

Certified that the required stamp duty of this document is Rs. - 38320 /- and the Stamp duty paid as: Impresive Rs. - 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 33350/- is paid56141020/11/2009State Bank Of India, KOLKATA, received on 24/11/2009

(Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

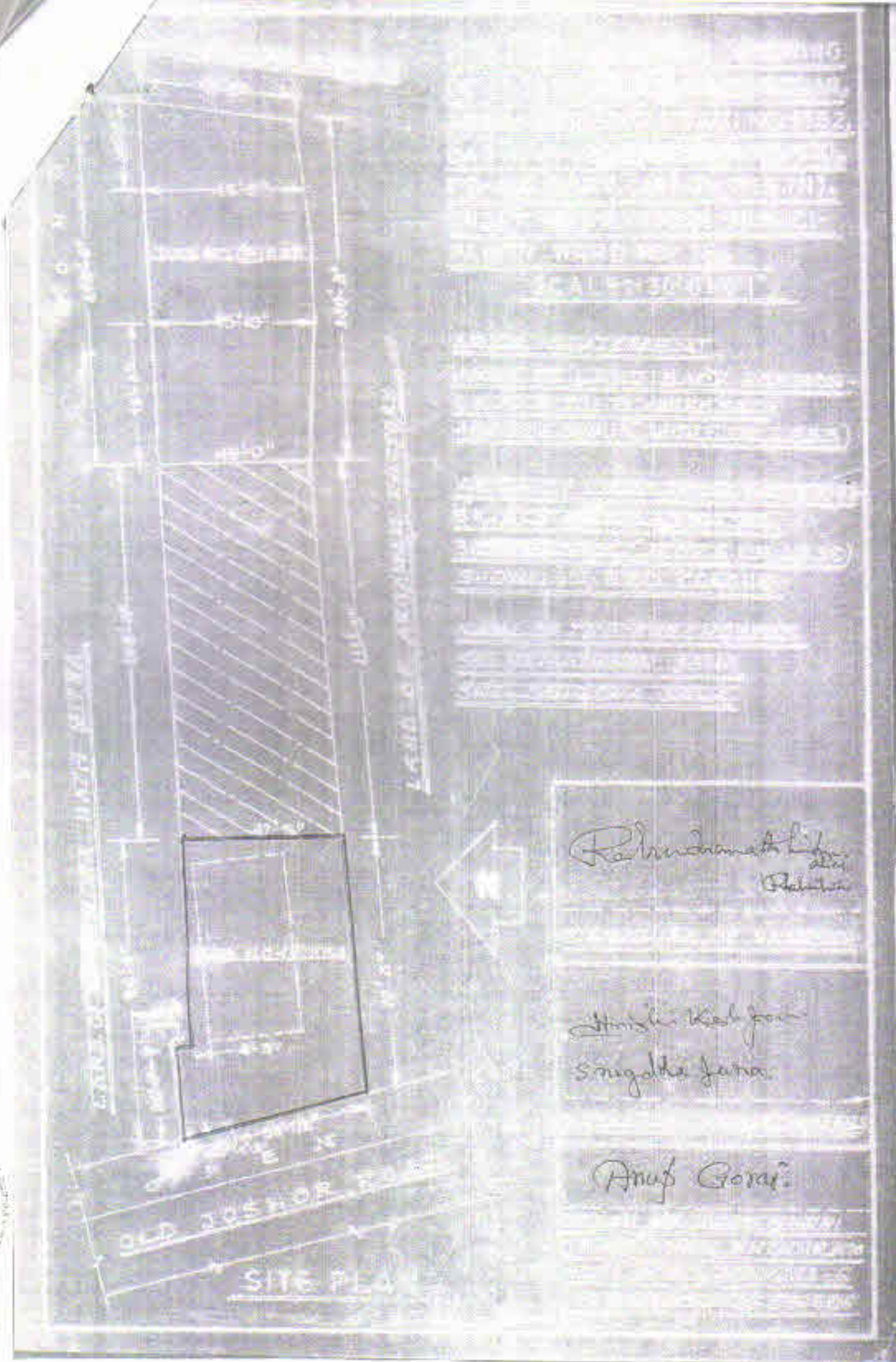


(Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

24/11/2009 16:50:00

EndorsementPage 1 of 1

24.11.09



Rabindranath Mukherjee
 Director

Hansli Kishore
 Singalke Janna

Anup Gorai

SIGNATURE OF THE
PRESENTANT /
PURCHASER / BUYER / CAUMENT
WITH PHOTO

UNDER RULE 44A OF THE I. R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

PHOTO	LH.					
	RH.					

ATTESTED - *Rajinikanth L. alias.*
Rajinikanth

PHOTO	LH.					
	RH.					


ATTESTED - *Smigalha Janna*

PHOTO	LH.					
	RH.					

Certificate of Registration under section 60 and Rule 69

Registered in Book - I
CD Volume number 26
Page from 4586 to 4598
being No 12864 for the year 2009.




(Tapan Baran Mukherjee) 25-November-2009
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA,
West Bengal