1-12323/09





Ashertoch Gerka.









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6.00 PM

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District on Registrar Behala, South 24 Parganas 07 /12 2609

08.12.2009

Visit Case No. | 443 For 2009 J(1) (a) K(2/a) = 250.00 J(2) K(2) = 100.00 Total Fig. = 350.00 For 7.12.2009

07/12/2009

THIS INDENTURE is made this the .O.T.dk. day of December
Two Thousand and Nine ( 2009 ) BETWEEN SRI ASHUTOSH
GUHA, Son of Late Atal Chandra Guha, by Nationality – Indian, by
faith – Hindu, by Occupation – Service, residing at 66, Sil Thakur Bari
Road, now Binova Bhave Road, P.S. Behala, Kolkata – 700 038,
hereinafter called and referred to as the "OWNER/VENDOR" (which
expression shall unless excluded by or repugnant to the context be
deemed to mean and include his heirs executors, administrators,
legal representatives and assigns.) of the ONE PART:

Marish Shah

NO-4106

Prantik Co-operative Housing Society Ltg.

Marioh Shal

No.

NO-4107

For Prantik Co-Operative Housing Society Ltd

Source Muchange

Chairman



Bis wajit Silder 810 Late Gebindalel Silder 128/6 Me tila Cupte Road Rolkala - 700008 Service

Add Mariel Sub-Registrar, Behala, South 24-Parganasi

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 34 Page from 974 to 993 being No 12323 for the year 2009.



(Ananda Mohan Dutta) 08-December-2009 ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA Office of the A. D. S. R. BEHALA West Bengal



#### Government Of West Bengal Office Of the A. D. S. R. BEHALA District:-South 24-Parganas

## Endorsement For Deed Number : I - 12323 of 2009 (Serial No. 12062 of 2009)

#### On 07/12/2009

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

Presented for registration at 18.00 hrs on :07/12/2009, at the Private residence by Manish Shah, one of the Claimants.

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

Execution is admitted on 07/12/2009 by

- Sri Ashutosh Guha, son of Late Atal Chandra Guha, 66, Sil Thakur Bari Road, Now Binova Bhave Road, Kolkata, Thana Behala, Pin 700038, By Caste Hindu, By Profession: Service
- Sri Manish Shah, Secretary, Prantik Co-operative Housing Society Ltd., 157, Binova Bhave Road, P. S.- Behala, Kolkata-700038, By Profession: Others
- Sri Someraj Mukherjee, Chairman, Prantik Co-operative Housing Society Ltd., 157, Binova Bhave Road, P. S.- Behala, Kolkata-700038, By Profession: Others
- Sri Himanshu Kotecha, Treasurer, Prantik Co-operative Housing Society Ltd., 157, Binova Bhave Road, P. S.- Behala, Kolkata-700038, By Profession: Others
- Sri Chunilal Mukherjee, Vice- Chairman, Prantik Co-operative Housing Society Ltd., 157, Binova Bhave Road., P. S.- Behala, Kolkata-700038, By Profession: Others

Identified By Biswajit Sikdar, son of Late Gobindalal Sikdar, 128/6, Motilal Gupta Road, Kolkata ,Pin 700008, By Caste: Hindu, By Profession: Service.

(Ananda Mohan Dutta)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

#### On 08/12/2009

#### Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 0 Exempted from stamp duty.

### Payment of Fees:

Exempted ( on 08/12/2009 )

## 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.-1200000/-

Certified that the required stamp duty of this document is Rs.- 0 /- and the Stamp duty paid as: Nil /-

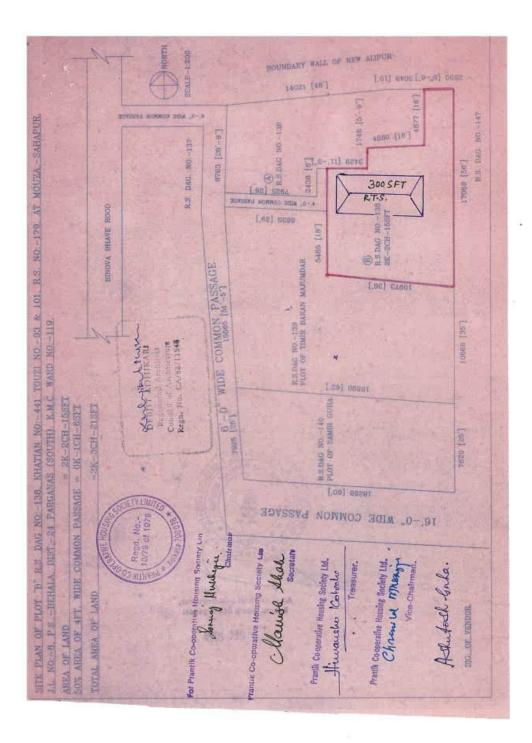
( Ananda Mohan Dutta ) ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Ahanda Mohan Dutta )
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

08/12/2009 14:20:00

EndorsementPage 1 of 1







Addi District Sub-Registrar, Behala, South 24-Parganan

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#### AND

PRANTIK CO-OPERATIVE HOUSING SOCIETY LTD., a Society registered under the West Bengal Co-operative Society's Act, 1973 and its Registered No. 10/79 of 1979 , having its Office at 157, Binova Bhave Road, P.S. Behala, Kolkata - 700 038, represented by its **Chairman SRI SOMERAJ MUKHERJEE**, Son of Sri Chunilal Mukherjee, residing at 24E/1, M. N. Sen Lane, P.S. Regent Park, Kolkata – 700 040 and Secretary SRI MANISH SHAH, Son of Late J. Shah, residing at 4A, Santosh Roy Road, P.S. Thakurpukur, Kolkata - 700 008 and Treassurer SRI HIMANSHU KOTECHA, Son of Late Vasanta Rai Kotecha, residing at 8/1, Sarat Bose Road, Police Station - Bhawanipur, Kolkata - 700020 and Vice-Chairman SRI CHUNILAL MUKHERJEE, Son of Late Radhagobinda Mukherjee, residing at 24E/1, M. N. Sen Lane, P.S. Regent Park, Kolkata – 700040, hereinafter called and referred to as the "PURCHASERS" (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include the Society's respective heirs, executors, successors, successors-in-office/interest and assigns) of the OTHER PART:

WHEREAS One Abinash Chandra Guha, Ashutosh Guha, and Subhas Chandra Guha, all Sons of Late Atal Chandra Guha purchased ALL THAT piece or parcel of land measuring .042 Satak together with kancha structure standing thereon lying and situated in Dag No. 140 Khatian No. 444 under Khanda Khatian No. 439 ka and Kha in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana – Magura, Sub – Registry Office – Behala and Police Station – Behala and within the South Suburban Municipality by a Deed of Sale written in Bengali dated 14<sup>th</sup> December, 1959 and the said Deed of Sale was registered in the Office of the District Sub-Registrar, Alipore Sadar, South 24 Parganas and recorded in Book No. I, Volume No. 167, Pages from 172 to 175, Deed No. 9947 for the year 1959 from



Prantik Cooperative Housing Society Ltd.

Himaus in Material

Treasurer.



V.T./ No-4109

Prantik Co-operative Housing Society Ltd.



"Asutosh links.



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Biswa zit Sikdan



Sk. Tophijuddin, Son of Sk. Kali Jamadar of 46, Biren Roy Road (West), P.S. Behala, Kolkata – 700 034.

AND WHEREAS One Abinash Chandra Guha, Ashutosh Guha, and Subhas Chandra Guha, all Sons of Late Atal Chandra Guha also purchased ALL THAT piece or parcel of land measuring .062 Satak or 4 Cottahs together with kancha structure standing thereon lying and situated in R.S. Dag No. 138 within Khatian No. 441 comprising under Khanda Khatian No. 439 ka and Kha in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, Sub - Registry Office - Behala and Police Station - Behala and within the South Suburban Municipality by a Deed of Sale written in Bengali dated 30<sup>th</sup> March, 1960 and the said Deed of Sale was registered in the Office of the District Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 23, Pages from 244 to 250, Deed No. 1370 for the year 1961 from Sk. Badruddin and others.

**AND WHEREAS** by virtue of the above mentioned purchases the said Abinash Chandra Guha and Ashutosh Guha, and Subhas Chandra Guha became the joint Owners of 042 Satak and .062 Satak land together with kancha structure standing thereon consisting of Dag No. 138 and 140, within Khatian No. 441 and 444, under Khanda Khatian No. 439 ka and kha in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, Sub - Registry Office - Behala and Police Station - Behala and within Ward No. 119 of The Kolkata Municipal Corporation in the District of the South 24 Parganas.

**AND WHEREAS** after purchase the said property said Abinash Chandra Guha, Ashutosh Guha and Subhas Chandra Guha construct a



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pucca structure by demolishing kancha structure on the said property and due to peaceful enjoyment of the said property the said Abinash Chandra Guha and others mutually partitioned their property by a Partition Deed written in Bengali dated 19<sup>th</sup> June, 1974 and the said Partition Deed duly registered in the Office of the District Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 96, Pages 230 to 237, Being No. 3424 for the year 1974.

AND WHEREAS after partition of the said property said Abinash Chandra Guha get 2 Cottahs 3 Chittaks 0 Sq. of land together with kancha structure standing thereon lying and situated in R.S. Dag No. 138 within Khatian No. 444 comprising R. S. Dag No. 140 under Khanda Khatian No. 439 ka and Kha in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, Sub - Registry Office - Behala and Police Station - Behala and within the South Suburban Municipality.

AND WHEREAS after partition of the said property said Ashutosh Guha get 2 Cottah 2 Chittaks 15 Sq. ft. together with structure sanding thereon measuring 300 Sq. ft. being Plot No. "B" alongwith 50% right, title and interest ownership of 4' ft. wide common passage being an area of 1 Chittaks 6 Sq. ft. totaling to 2 Cottahs 3 Chittaks 21 Sq. ft. lying and situated in R.S. Dag No. 138 Khatian No. 441 under Khanda Khatian No. 439 ka and Kha and R. S. Khatian No. 441 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana – Magura, Sub – Registry Office – Behala and Police Station – Behala and within the South Suburban Municipality.

AND WHEREAS after partition of the said property said Subhas Chandra Guha get 1 Cottah 13 Chittaks 17 Sq. ft. together with



Addi. District Sub-Registrar, Behala, South 24-Parganssi

structure standing thereon measuring 300 Sq. ft. being Plot No. "A" alongwith 50% right, title and interest ownership of 4' ft. wide common passage being an area of 1 Chittaks 7 Sq. ft. totaling to 1 Cottahs 14 Chittaks 24 Sq. ft lying and situated in R.S. Dag No. 138 Khatian No. 441 under Khanda Khatian No. 439 ka and Kha and R. S. Khatian No. 441 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana – Magura, Sub – Registry Office – Behala and Police Station – Behala and within the South Suburban Municipality.

**AND WHEREAS** the Owner/Vendor herein due to some legitimate reasons decided to sell the said property morefully mentioned in the Schedule hereunder written to any intending Purchasers or Purchasers at or for the total consideration of Rs.12,00,000/- (Rupees Twelve Lacs) only free from all encumbrances.

AND WHEREAS the Owner/Vendor herein agreed to sell the said property morefully mentioned in the Schedule below and the Purchasers have paid Rs.12,00,000/- (Rupees Twelve Lacs) only as the total consideration amount to the Owner/Vendor and the Owner/Vendor received the same and acknowledge in the Memo of Consideration hereunder written.

AND WHEREAS the Purchasers have now requested the Owner/Vendor herein to execute this Deed of Conveyance in favour of the Purchasers in respect of the said Property free from all encumbrances, charges, liens, lispendens, attachments, mortgages, whatsoever absolutely and forever and the Owner/Vendor herein has agreed to execute the Deed of Conveyance in favour of the Purchasers.



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NOW THIS INDENTURE WITNESSETH that in pursuance of said Agreement and in consideration of the said sum of Rs.12,00,000/-(Rupees Twelve Lacs) only paid by the Purchasers to the Owner/Vendor herein by Cash/Cheque morefully stated in the Memo of Consideration hereunder written at or immediately before the execution of these presents the receipt whereof the Owner/Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and forever discharge the said Purchasers, the Society's respective heirs, executors, successors, successors-in-office/interest and assigns and everyone of them and also the said property, he Owner/Vendor as beneficial Owner DOTH by these presents indefeasibly grant, convey, transfer, sell, assign and assure unto the Purchasers, the Society's respective heirs, executors, successors, successors-in-office/interest and assigns free from all encumbrances, attachment and other defects in title ALL THAT piece and parcel of the land measuring more or less 2 Cottah 2 Chittaks 15 Sq. ft. together with structure sanding thereon measuring 300 Sq. ft. being Plot No. "B" alongwith 50% right, title and interest ownership of 4' ft. wide common passage being an area of 1 Chittaks 6 Sq. ft. totaling to 2 Cottahs 3 Chittaks 21 Sq. ft. morefully and particularly described in the Schedule hereunder written lying and situated in R.S. Dag No. 138 Khatian No. 441 under Khanda Khatian No. 439 ka and Kha R. S. Khatian No. 441 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, under Police Station and Sub-Registry Office at Behala within the Ward No. 119 of The Kolkata Municipal Corporation in the District of South 24 Parganas known, numbered and distinguished as Premises at 66, Seal Thakur Bari Road, Police Station - Behala, Kolkata - 700 038 and part of Municipal Premises No. 15, Binoba Bhave Road, Kolkata - 700 038 morefully, particularly and specifically described in Schedule



Addl. District Sub-Registrar, Behava, South 24-Parganasi

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hereunder written and specifically delineated in Map/Plan annexed hereto and depicted by  $\underline{\textbf{RED BORDER LINES}}$  and/or  $\underline{\textbf{HOWSOEVER}}$ OTHERWISE the said property hereditaments, now is so are of heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished  $\underline{\textbf{TOGETHER WITH}}$  the land and ground whereupon or on part whereof the same is erected and built together further with all paths, passages, ways, sewers, drains, ditches, hedges, bushes, water, water courses and other former and ancient rights, lights, liberties, benefits, privileges, advantages, easements, appendages and appurtenances whatsoever to the said property or any part thereof belonging to or in anywise appertaining thereto or with the same or any part thereof usually held, used, enjoyed and occupied or reputed to belong or be appurtenant AND the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, interest, inheritance, use, trust, property, claim, demand and whatsoever both art law and in equity of the Owner/Vendor into and upon the said property, land, premises, messuages and every part thereof AND all the deeds, pattas, muniments, writings, evidence of title whatsoever relating to or concerning the said land, structure, premises, hereditaments and every part or portion thereof which now are of or hereafter may be in the custody, power, control, or possession of the Owner/Vendor, his heirs, executors, administrators, representatives and assigns or any person or persons from whom the said Owner/Vendor may procure the same without any lawful action or suit TO ENTER INTO AND HAVE HOLD, OWN, POSSESS AND ENJOY the said land, property, premises, hereditaments and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with its rights, members and appurtenance unto and to the use of the Purchasers, the Society's respective heirs, executors,



Addl. District Sub-Registrat, Bebala, South 24-Parganasi

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successors, successors-in-office/interest and assigns forever freed and discharged from or otherwise by the Owner/Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Owner/Vendor from these presents  $\underline{\textbf{AND}}$  the Owner/Vendor  $\underline{\textbf{DOTH}}$  hereby for himself, his heirs, executors, administrators, representatives covenant with the Purchasers the Society's respective heirs, executors, successors, successors-in-office/interest and assigns that **NOTWITHSTANDING** any act, deeds, things, matter whatsoever done, made, executed or knowingly suffered to the contrary the Owner/Vendor had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell, assign and assure the said land, premises, property, hereditaments hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the said Purchasers, the Society's respective heirs, executors, successors, successors-in-office/interest and assigns in the manner aforesaid land, premises, property, hereditaments hereby sold or expressed or intended so to be unto and to the use of the said Purchasers in the manner aforesaid land, premises, hereditaments, property delivered possession of said property simultaneously with the execution of these presents AND the Purchasers, the Society's respective heirs, executors, successors, successors-in-office/interest and assigns shall may at all times hereafter peaceably and quietly hold, possess and enjoy the said land, premises, hereditaments, property or every part thereof and pay the rents to the appropriate authority and receive the rents, issues and profits thereof without any lawful eviction, interruption, claims and demands whatsoever from or by the Owner/Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for the Owner/Vendor or from or under any of his ancestors or predecessors



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in title AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, and released or otherwise by and at the costs and expenses of the Owner/Vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Owner/Vendor or any of his predecessor-intitle or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Owner/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 Owner/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, the Society's respective heirs, executors, successors, successors-inoffice/interest 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, the Society's respective heirs, executors, successors, successors-in-office/interest and assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the Owner/Vendor and his heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchasers, the Society's respective heirs, executors, successors, successors-in-office/interest and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Owner/Vendors or any beach of the covenants herein under contained.

**FURTHER** the Owner/Vendor and all person/persons having lawfully or equitably claiming any estate or interest upon the said land



Addl. District Sub-Registrar, Behala, South 24-Parganesi



premises, hereditaments, property or any part thereof from under or in trust for the Owner/Vendor shall and will from time to time or at all times hereafter at the costs and requests of the Purchasers do and execute or cause to be done and executed all such acts, deeds, things and matter whatsoever for further better and more perfectly assuring and conveying the said land, premises, hereditaments, property to and unto the said Purchasers shall or may be reasonably required.

The Owner/Vendor also declare that the property hereby sold has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien, lispendences or any attachments. The said property has not been acquired nor requisitioned by the Govt. or any Public Body nor any scheme nor the same falls under any alignment. There is no case, suit or proceedings pending before any court of law against the said property. The Owner/Vendor sold the said land and structure while having good marketable title therein and free from all encumbrances.

The Purchasers after making proper and sufficient enquiry search the records, title etc. at concerned K.M.C., Sub-Registry Office, Land Revenue Office, Land Acquisition Office and/or any other office of Govt. and local authority is fully satisfied about the right, title and interest of the Owner/Vendor in the subject property.

If any error or omission of any sort is transpired in this Deed in future, the Owner/Vendor shall at all times hereafter at the costs and requests of the Purchasers do and execute or cause to be done and executed any supplementary Deed or Rectification Deed and / or Declaration in favour of the Purchasers herein.



Addi. District Sub-Registrar, Behala, South 24-Parganasi

# THE SCHEDULE ABOVE REFERRED TO: (Description of the total Property hereby conveyed)

ALL THAT piece or parcel of land measuring 2 Cottah 2 Chittaks 15 Sq. ft. together with structure sanding thereon measuring 300 Sq. ft. being Plot No. "B" alongwith 50% right, title and interest ownership of 4' ft. wide common passage being an area of 1 Chittaks 6 Sq. ft. totaling to 2 Cottahs 3 Chittaks 21 Sq. ft. which is the subject matter of sale lying and situated in comprising R. S. Dag No. 138 under Khanda Khatian No. 439 ka and Kha, R. S. Khatian No. 441 in Mouza Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana – Magura Sub – Registry Office – Behala and Police Station – Behala and also lying and situated at 66, Seal Thakur Bari Road, now Municipal Premises No. 15, Binoba Bhave Road, Kolkata - 700 038, within Ward No. 119 of The Ko.kata Municipal Corporation in the District of South 24 Parganas. The said property shown and delineated in the plan annexed herewith as "PLOT-B with "RED" border lines which is the part of this Indenture being butted and bounded as follows:

ON THE NORTH : By Partly Plot No. A and land and building

belonging to Subhas Chandra Guha and

partly by New Alipore Block D .

ON THE SOUTH : By land and Building of Sri Timir Baran

Majumder R. S. Dag No. 139.

ON THE EAST : By part of R.S. Dag No. 147 a part being

land and building of Prantik Co-operative

Housing Society Ltd. (Purchaser herein).

ON THE WEST : By Partly 4' ft. common passage and partly

by R.S. Dag No. 139 thereafter R. S. Dag No.

137.



Add Pistriot Sub-Registrar, behala, South 24-Parganasi

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IN WITNESS WHEREOF the Parties hereunto have put their respective hands, seals and signatures on the day month and year first above written.

# SIGNED, SEALED and DELIVERED

by the Parties in the presence of:

# WITNESSES :

1. Bhaskar Guha 66, sil Thakur Bari Road Kolkata - 700038

Achitosh links.

SIGNATURE OF THE OWNER/VENDOR

2. Subhas Chandra Guha. 25, Bose Para Rd. Binde Niloy Kolkata - 8 Mohit Colony.

-- rentik Co-operative Housing Society Lta

Prantik Co-operative Housing Society Ltd.
Himauske Ko-Feolo

Prantik Co-operative Housing Society Ltd.

SIGNATURE OF THE PURCHASERS



Addl. District Sub-Registrar, Behala, South 24-Parganası



# MEMO OF CONSIDERATION

**RECEIVED** the within mentioned consideration amount of Rs.12,00,000/- (Rupees Twelve Lacs) only from the within mentioned Purchasers in the following manner.

# MEMO

By Cash on different dates By Pay Order No. <u>705478</u> dated <u>67.12.2009</u> Drawn on <u>The Redescal</u> Brank,	Rs.6,00,000.00
Blowenipur Branch.	Rs.6,00,000.00
	Rs.12,00,000.00

(RUPEES TWELVE LACS ONLY)

## WITNESSES:

1. Blaskar Gula

2. Subhas Chandra Guha.

SIGNATURE OF THE OWNER/

Ashutosh links.

**VENDOR** 

Drafted by me

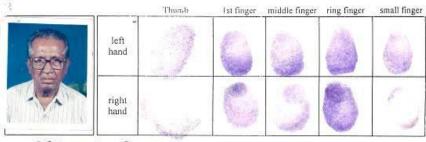
Advocate AL- 27

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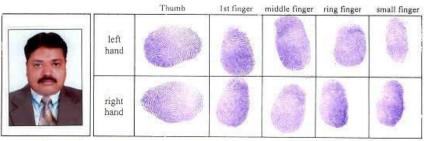
Beisakhi Mukherjee ) 13/A, S.Hari Mukherjee Road, Kol-34.



Addl. District Sub-Registrar, Behala, South 24-Parganasi



Name ASHUTOSH GUHA: Signature Ashutosh Gala



Name S.R.1 SOMERAJ MUKHERJEE Signature Journey Muslyne.

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Name MANISH SHAH. Signature Claude Steek

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Name HIMANSHU KOTECHA.
Signature Himanshu Kotosho



Addl District Sub-Registrar, Behala, South 24-Parganesi

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