

INDIA NON JUDICIAL

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RS 750

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

Stamp Act-
1899 & under the Act (ii) of the Calcutta
Improvement Act 1911 as amended by
Vol. III of 1955 Schedule 1A No 28.
Stamp duty paid under the India
Stamp Act Rs 700.00
Additional duty paid under the Calcutta
Improvement Act 240.00

Rs 240.00
Total Rs 940.00

Taxes Paid

Admissible u/s 28 (a)/28(b) of
the UL (C & R) Act 1976

Sub-Registrar
Cossipore, Dum Dum

DEED OF CONVEYANCE

This INDEMTURE made on the 27th day of April, 1977 BETWEEN Kumari Chhaya Rani Mitra daughter of late Bankim Chandra Mitra, resident of 38D Raja Manindra Road, P.S. Chitpore, Calcutta-2, by faith Hindu, by profession land-lady and grihas thali (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors, administrators, representatives and assigns) of the FIRST PART, herein after called the Vendor. AND Sreemati Rani Chakraborty wife of Sri Niranjan Chakraborty of Alkali and Chemical Corporation of India Housing Estate, Alkali Quarters, Room No. K E 6 p.s. Konnagar District Hooghly, by caste Hindu, by profession Grihas thali, hereinafter called Vendee - WITNESSTH:

That the Vendor being in need of money for her marriage ceremony and defraying the costs of marriage

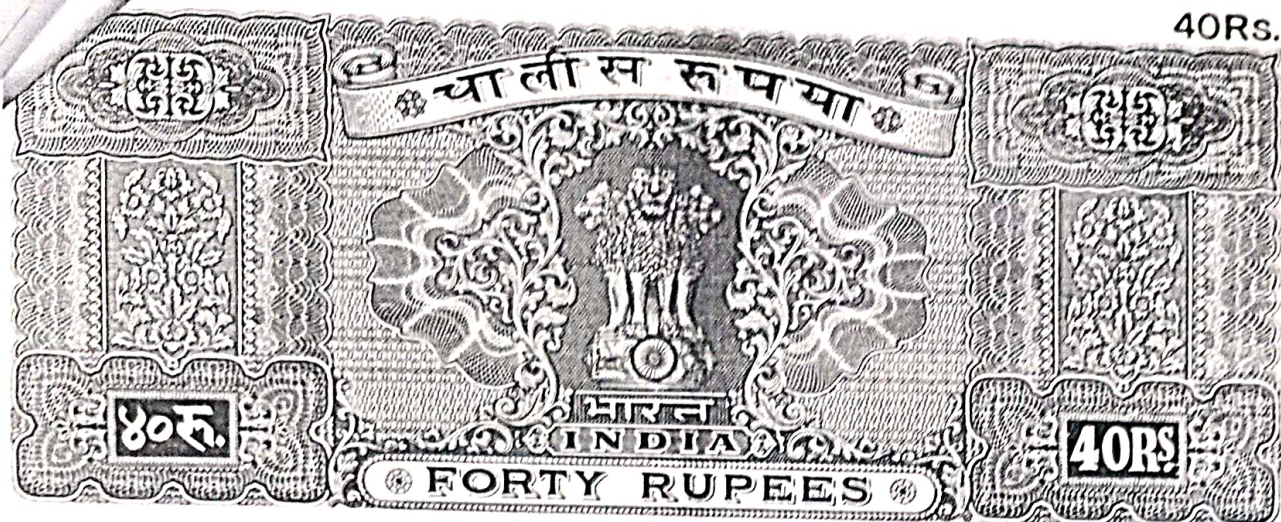
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-2-

doth hereby convey unto the Vendee the premises no. 7 M Gour Sundar Sett Lane, Sinthee, Calcutta-50. All that peace or parcel of Revenue redeemed land and structure erected thereon 2 storied pucca building consisting of 4 rooms, all that messuage tenement dwelling house and hereditaments and premises containing by measurement an area of 2 cottahs 8 chittaks and 15 sq. ft. be the same a little more or less situate lying at and being Municipal premises no. 7 M Gour Sundar lane, Sinthee within Calcutta Corporation, with one bath room, one privy and pucca wall in the south, more specifically described below and with electric fittings, bounded formerly on the north - Gour Sundar Sett lane, South- Sm. Kumudini Debi's land, East Akshoy Kumar Das, Bairagi's land, West - Debendra Nath Das's 2 storied building, in consideration of Rs. 12,000/- out of which Rs. 2001/- was received by the Vendor on 15.12.76 in way of earnest money for sale. The above property has been described in the said agreement for sale as 222A, 3228B, Division 1, sub-division 14, formerly 48/C Kali Charan.

contd;



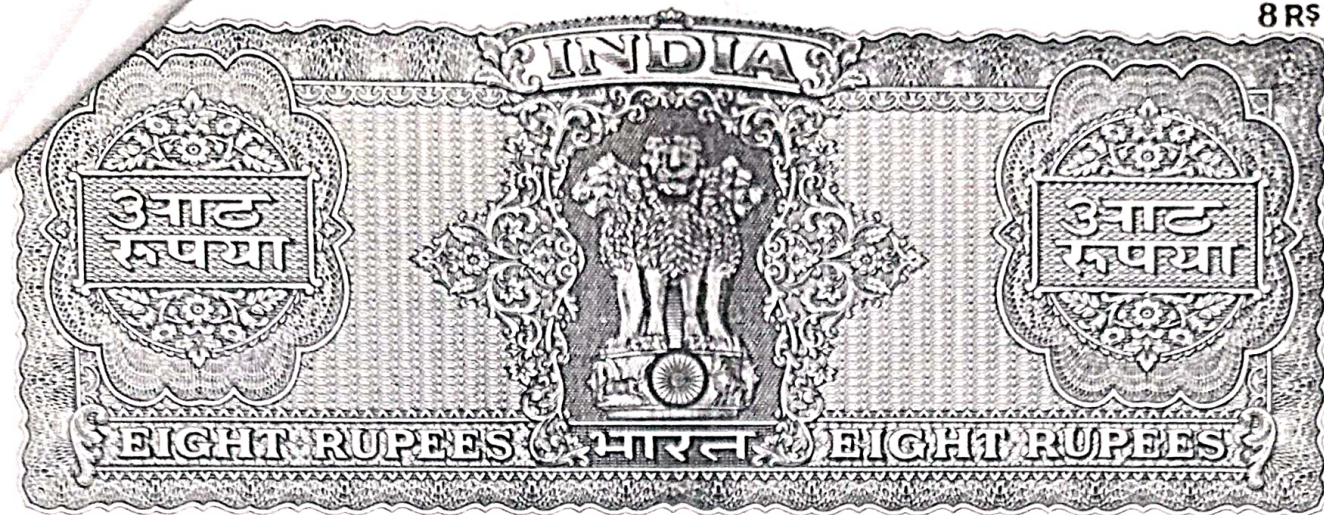
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Ghose Road, at present known as 7 M Gour Sundar Sett lane, Calcutta-7 at present bounded by 7A Gour Sundar Sett lane, North Gour Sundar Sett lane, South 7 L Gour Sundar Sett lane, West 7 H and 7 P Gour Sundar Sett lane, and the balance sum of Rs. 9999/- (Rupees nine thousand, nine hundred and ninety nine only) the receipt whereof the Vendor doth hereby acknowledge. The Vendee from this date take possession of the said premises and shall enjoy the same in the Vendor's right.

Now this Indenture further WITNESSETH that -

1) Jogendra Nath Das son of Mati Lal Das, 2) Hari Charan Das and Rajani Kanta Das sons of late Rama Nath Das of vill. Thery Atapara p.s. Baranagar Dt. 24 Parganas were the owners of the properties sold described above. They sold by a registered deed dated 17.1.54 for a consideration of Rs. 756.25 paise to Bibhuti Bhusan Das son of late Bhuban Chandra Das of T 66 Chitpore Ky. quarters p.s. Chitpore, Sub Registrar's office Cossipore, Dum Dum Dt. 24 Parganas and Sm. Radharani Dassi wife of late Panchanan Ghose and the same was registered in Book no. 1 Vol. 7, pages no. 50-56, Being No. 72 for the year 1954 at the Cossipore, Dum Dum, Dt. 24 Parganas.

contd.



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Now this Indenture further witnesseth that - the said Bibhuti Bhusan Das and Sm. Radharani Dass1 purchasers referred above of 7 M Gour Sundar Sett lane, p.s. Cossipore, Sub Registry office Cossipore, Dum Dum Dt. 24 Parganas sold on 14.5.41 for a consideration of Rs. 4500/- the aforesaid land with 2 storied building at premises no. 7 M Gour Sundar Sett lane, p.s. Dum Dum, Calcutta, Dt. 24 Parganas, to Bankim Chand Mitra, son of late Krishna Kamal Mitra then living at no. 1 Haridhan Dutta lane, p.s. Chitpore, Dt. 24 Parganas; the father of the Vendor-seller of the premises 7 M Gour Sundar Sett lane, Calcutta which was registered at Cossipore, Dum Dum, Dt. 24 Parganas, in Book no. 1 Vol. 5 Pages nos. 292-298, Being No. 1255 for the year 1941.

That since the aforesaid purchase in the year 1941, Bankim Chand Mitra the father of the Vendor had been in possession of the purchased premises 7 M Gour Sundar Sett lane, upto his death. Now the said Bankim Chand Mitra is dead. His heirs, heiress had been in possession as they have inherited the properties left by him upto the date of registered Partition deed dated 5.6.76 registered at the Registrar of Assurance in Book no. I Vol. no. 119 Pages 48-68, Being no. 2227 for the year 1976.

Now this Indenture further witnesseth that lien of their undivided properties the heirs of deceased
contd;

Bankim Chand Mitra had come to an amicable settlement and the properties were divided amongst the heirs of deceased Bankim Chand Mitra between Bani Rani Mitra, wife of late Bankim Chand Mitra, sons HIRAK CHAND MITRA, MANIK CHAND MITRA, daughters - SABITA RANI DEB, CHHAYA RANI MITRA, the vendor of this sale deed and Sm. Kanika Rani Deb, and the said Partition deed was registered as mentioned above.

Now this indenture further witnesseth that in lieu of the said Partition deed this Vendor Chhaya Rani Mitra has got the properties 7 M Gour Sundar Sett lane. P.S. Dum Dum, Dt. 24 Parganas, Calcutta, in exclusive possession irrespectively of the other heirs and the Vendor has been enjoying the properties 7 M Gour Sundar Sett lane, Calcutta, after her father's death as that it was purchased by her father though in his own name but intended for her and this was known to all the heirs of Bankim Chand Mitra, now deceased. In accordance to the desire of Bankim Chandra Mitra, now deceased the other heirs did not raise any objection to allot the same in her name, and accordingly it has been written when all agreed to act according to the desire of their father and the husband. In the partition deed she, the Vendor was given right to sell the property at the time of marriage if she thinks it a necessity for defraying the expenses of marriage. The mother Sm. Bani Rani Mitra and the eldest brother of the Vendor Sri HIRAK CHAND MITRA have negotiated the sale and settled the price. Unless ready money is available no marriage can be settled, hence they have decided to sell the property as the deceased Bankim Chand Mitra had also intended the purchase of this property for the marriage of the Vendor Chhaya Rani Mitra. The mother Bani Rani Mitra and eldest brother Sri HIRAK CHAND MITRA have consented and they have become witness in this document.

contd;

They have read the contents of this document and signed as witnesses in the document.

Now this Indenture witnesseth that in pursuance of an agreement between the Vendor and the purchaser referred to before and in consideration of the said sum of Rs. 12000/- paid by the said purchaser to the Vendor - the receipt whereof the said Vendor doth hereby acknowledge, the said Vendor grants unto and to said purchaser his heirs and assigns - All that piece and parcel of land messuages and hereditaments, together with the structure 2 stories building consisting of 4 rooms standing thereon as per plan annexed hereunto, with privy, bath, and electric fittings and outer wall in the south - more specifically described in Schedule "A" of this Indenture and boundaries of which have been specifically mentioned hereinafter, together with all yards, areas, trees, sewers, drains water ways Paths, Passages, lights, liberties, privy leges, easements, appurtenances, whatsoever, to the said land premises belonging or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong or be appertinent thereto. Be it stated that the said purchaser will have and hold the hereditaments and premises hereby granted and conveyed into and to the use of the said purchaser his heirs and assigns for ever and the said vendor doth hereby for herself her executors and administrators covenant with the said purchaser that notwithstanding any act or deed or thing done by the said Vendor, the said purchaser will have absolute title to the property conveyed and the said Vendor doth hereby declare that she has not in any way encumbered the property purported to be conveyed by this deed of sale and that the said purchaser his heirs and assigns shall and may at all times peaceably and quietly possess and enjoy the said hereditaments and Premises

contd.

and receive rents and profits thereof without interruption, claim or demand whatsoever from or by the said Vendor or any person or persons lawfully and equitably claiming from or under or in trust from her - and that free from all encumbrances whatsoever and that the said vendor shall and will and for all times to come at the request of the said purchaser his heirs or assigns do or execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the title of the purchaser to the said hereditament or any part thereof and or indemnify the loss if at any occurs compensation and damages.

Be it also stated that the vendor her heirs executors and assigns whenever called upon by the said purchaser heirs, representatives and assigns shall at the request and costs of the latter produce or cause to be produced in all law courts, Govt. Public or municipal office or other places such title deeds in respect of the properties conveyed by this Indenture excepting the original registered partition deed documents mentioned in Schedule "B", copy of which are herewith made over by the vendor to the purchaser. Be it stated further that the above properties have not been notified for requisition by the Govt., public bodies or any Trust Bodies. The property has not been made Trust property.

Be it stated here that the Vendor did not convey the said property to any body else nor did encumber it in any way by mortgaging the same.

IN WITNESS WHEREOF the said vendor doth hereunto sets and subscribes her hand and sign on the day and year first above written.

SCHEDULE "A"

All that two storied brick built messuage tenement dwelling house land hereditament and premises containing by measurement an area of 2 cottahs 8 chittaks and

contd:

and 15 sq. ft. be the same a little more or less situate lying and being Municipal premises no. 7 M Gour Sundar Sett lane, Sinthi, formerly known as 48/6 Kali Charan Ghose Road, within the municipal limits of Calcutta. Dehi Panchanangram Holding No. 222/A, 5228-B, Sub-Division 14, Division I Thana Cossipore, Dum Dum Sub Registry of Ice Cossipore Dum Dum in the Dist. of 24 Parganas and buttressed and bounded in the manner following that is to say on the north by Gour Sundar Sett lane, on the East by land belonging to Sri. Akhoy Kumar Das Bairagi on the West by one two storied brick built messuage hereditaments and premises belonging to Sri. Debendra Nath Das and another 2 storied brick built messuage tenement hereditament and premises belonging to Sri. Ranibala Dassi and on the south by land belonging to Sri. Matl Kumudini Devi, and the Plan.

Memo of consideration:

G.C. Notes made over to the purchaser. Earnest money Rs. 2001/- paid on 15.12.05 paid to the Vendor by the Vendee and the balance sum of Rs. 900/- is paid to-day.

Schedule "B"

Documents delivered by the Vendor to the Vendee :-

1. Copy of the Partition deed dated 5.6.1976.

Signature of the Witnesses:-

We have read the contents of this document and agree to the terms written herein.

(Signature of the Executant)

1. श्री श्री श्री
2. H. K. Chandra
3. 38D, Raj Mahal
4. 121/c Sarat Bose Road, Calcutta

27.4.77
4) Hari for Gangul
14/2 Prigya Nath Singh

Unfiled.

M
5.3.83

Hest. Hest

B
5.3.83



Sub-Registrar
Cassidy, Dum Dum

10/1/83



Sub-Registrar
Cassidy, Dum Dum
18.5.77

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Volume No. 52
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