

1347
21/3



No. 1376 Feb 1987.
Stamp Act.

Stamp Act, 1899
under section 20
B. I. Act, 1926
as per Order no 1353 Dated - 12.8.51.
fees Exempted



sd/ N. K. Sults
Addl. District Sub-Registrar
20/3/87

1/11/87
11.11.1987
Suchamoy Roy

sd/ N. K. Sults.
District Sub-Registrar
20/3/87

Deed of Re-Conveyance

Between

Mukta-Dhara Co-Operative
Housing Society Ltd.
Regd.No. 77 of 1984-85

A N D

Sri Tarakdas Mukherjee
member of the Society
in respect of Plot No.52
at Kalyanpur Housing Estate,
Asansol Satelite Township
Asansol - 4.

(Seal)

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THIS DEED OF LEASE made this 20th day of March 1987 BETWEEN Mukta-Dhara Co-operative Housing Society Ltd., a Society registered under the West Bengal Co-operative Societies Act, 1973 bearing registration No. 77 of 1984-85 and having its registered office at Kalyanpur Housing Estate in the town of Asansol, Dist - Burdwan, which expression shall unless excluded by or repugnant to the context will include its successor-in-interest, assigns, hereinafter called the Releasor AND Shri Tarak das Mukherjee son of Late Abhaya Pada Mukherjee by faith Hindu, by profession a service holder of Eastern Railway.
_____ hereinafter called the Lessee :

WHEREAS the Lessee was an allottee of Plot No. _____ in Kalyanpur Housing Estate, Asansol of West Bengal Housing Board, details of which are more fully described in the schedule below.

AND Whereas the Lessee paid the full consideration money of the property mentioned in the schedule below amounting to Rs. 62,500/- (Rupees Sixty two thousand five hundred) only in stages and intervals through the intervention and at the instance of the Releasor-Society.

AND Whereas the Lessee thereafter became a member of the Releasor-Society and in consequence thereof requested the West Bengal Housing Board to convey the property mentioned in the schedule below unto and in favour of the Releasor-Society on certain terms and conditions.

AND Whereas in pursuance of desire and request of the Lessee, the West Bengal Housing Board, by an Indenture of Lease dated 27.6.85 ~~Rs. 62,500/-~~ transferred the properties mentioned in the schedule below for 999 years in favour of the Releasor-Society.

AND Whereas the aforesaid lease of the plot of land by the West Bengal Housing Board, the Releasor-Society, became the absolute owner of the plot of land mentioned hereinbelow.

AND Whereas the Lessee has paid unto and in favour of the Releasor-Society the entire amount of Rs. 62,500 (Rupees Sixty two thousand five hundred) only which the Releasor-Society paid on behalf of the Lessee to the West Bengal Housing Board.

P.T.O.

(Seal)
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AND Whereas the Lessee in pursuance of the payment of above Rs. 62,500/- (Rupees Sixty two thousand five hundred only) to the Releasor-Society to reconvey the plot of land mentioned in the schedule below to the Lessee.

AND Whereas the Releasor-Society, after receipt of the above money from the Lessee, has agreed to reconvey the premises mentioned in the schedule below.

NOW THEREFORE THIS DEED OF LEASE WITNESSETH :—

1. That in as much as the Lessee has paid the entire amount to the Releasor-Society, the Releasor-Society doth hereby reconvey the properties mentioned in the schedule below to the Lessee free from all encumbrances and charges therefrom.

2. That the Releasor-Society doth hereby relinquish all rights of the said properties and the Lessee shall be the absolute owner of the said properties free from all encumbrances and without any hindrance from the Releasor-Society. All interests of the property mentioned in the schedule below of the Releasor-Society are hereby extinguished and the Lessee becomes the absolute owner of the said for all practical purposes.

3. That inspite thereof, the Lessee shall remain bound to honour the undivided interest or share in the general common passage and facilities of land to the extent of 1.70 hectares (approx) meant for open space and also lands of 4.92 hectares (approx) meant for metalled roads. The Lessee shall have no right to make partition or division or encroachment on any portion of lands covered by this paragraph.

4. That the Lessee shall remain member of the Society

SCHEDULE

Sl. No.	Name of the member	Ptot No.	Area of the plot	Price of the property
1.	Sri Tarak das Dharmjee	52	6 $\frac{1}{4}$ Catta Mouza Sitta/Gobindapur P.S. Asaol Dist Burdwan West Bengal.	

(Seal)

(3)

IN WITNESS WHEREOF the common seal of the Releasor-Society has here-unto been affixed and these presents signed on behalf of the Releasor-Society the day, month and year first above written.

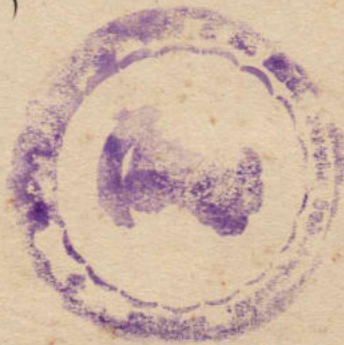
Signed and delivered by Shri Sukhamay Roy Secretary.

for and on behalf of the Mukta-Dhara Co-operative Housing Society Ltd., at Asansol in presence of :-

1. Bhut Nath Sarkar
As-5/10/III Kalyanpur Asansol - 4
2. Nityaranda Das
As (2) (M) 5 Kalyanpur
Asansol - 4.

Open
Joy Das
21/3/87

Cur
Jinn Saha
21/3/87



Sukhamay Roy
[Seal]

Certified to be True Copy of
untranscribed Deed

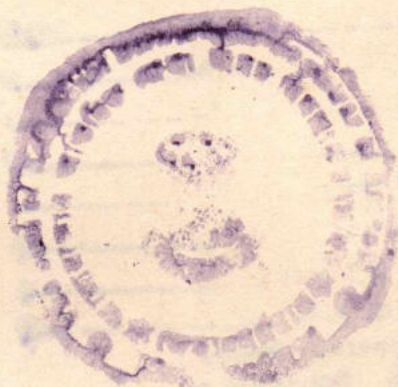
Add: District Sub-Registrar,
Asansol

21/3/87

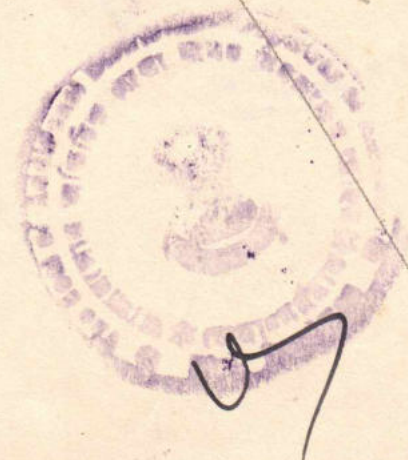
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5-40
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Eastern Railway

No. E.40/HBC/CON/TDM/GAZ/MED

Calcutta, the 16th ~~August~~ ^{September} '93

To

The Addl. District Sub-Registrar,
Asansol.

Sir,

Reg:- Registration of Deed of Reconveyance
of Mortgaged Property.

The Deed of Reconveyance of Mortgaged Property executed by the undersigned for and on behalf of the President of India in favour of Dr. T.D. Mukherjee, an ex-officer of Eastern Railway, upon recovery in full of the amount of House Building Advance granted to him from the Central Government Fund; has been made over to him, with direction to present the same before you for registration.

The Deed duly registered may kindly be delivered to him as early as possible.

Yours faithfully,

16.9.93
Addl. General Manager,
Eastern Railway
Calcutta.

उप महाप्रबंधक
पूर्व रेलवे, कलकत्ता
Addl. General Manager
Eastern Railway, Calcutta.



This deed of Reconveyance is made the 16th day of September 1993 between the President of India (hereinafter called the Mortgagee which expression shall unless excluded by or repugnant to the Subject or Context included his successors in office and assigns) of the one part and Dr. Tarakdas Mukherjee son of Late Abhaya Pada Mukherjee, an ex-officer of Eastern Railway (hereinafter called the Mortgagor which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and assigns) of the other part.

Whereas by an Indentures of Mortgage, dated 16th February 1987 and made between the Mortgagor of the one part and the Mortgagee of the other part and registered in Asansol Addl. District Sub-Registry Office in Book No. I , Volume No. 21 Pages No. 17 to 29, being No.1412 for the year 1987 (hereinafter called the Principal Indenture), the Mortgagor by the said Principal Indenture mortgaged property at Mouja Sitla Gobindopur , P.S. Asansol, S.R. Office Asansol District Bardhaman and more particularly described in the schedule hereunder written to the Mortgagee to secure an advance of Rs.80,000/- only made by the Mortgagee to the Mortgagor.

Whereas by an Indenture of Supplementary Mortgage dated 21st day of December 1987 and made between the Mortgagor of the one part and Mortgagee of the other part and registered in Asansol Additional District Sub-Registry Office in Book No. I , Volume No. 99, pages 91 to 94 Being No.6804 for the year 1987 (hereinafter called the Supplementary Indenture) the Mortgagor by the said Supplementary Indenture mortgaged the property at Mouja Sitla Gobindopur P.S. Asansol , S.R. Asansol, District Bardhanman and more particularly described in the schedule hereunder written to the Mortgagee to secure an advance of Rs.40,000/- only made by the Mortgagee to the Mortgagor.

Stamp Act 1959 54
Schedule 'A' No.....
Fees paid as under.....
cess fee

contd. 2

And whereas All money due and owing on the Security of the Principal Indenture have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute as reconveyance of the Mortgaged premises as is hereinafter contained. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant, assign, and reconvey unto the Mortgagor, All that the piece of land situated at Mouja Sitla Cobindopur, P.S. Asasno District Bardhaman and comprised in the said Principal Indenture and more particularly described in the schedule hereunder written with rights, easements and appurtenances as in the Principal Indenture expressed and all the estates, right, title, interest, property, claim and demand whatsoever, of the Mortgagee into out of or upon the said premises by virtue of the Principal Indenture to have and to hold the premises hereinbefore expressed to be hereby granted assigned, and reconveyed unto and to the use of the Mortgagor, for ever freed/and discharged from all moneys intended to be secured by the said Principal Indenture and from all actions suits accounts claims and demands for, or, in respect, or the said moneys or any part thereof, or for or in respect of, the Principal Indenture or of anything relating to the Premises and the Mortgagee hereby covenants with the Mortgagor that the Mortgagee has not done or knowingly suffered or been party or Privy to anything whereby the said premises or any part thereof, are, is or can be impeached incumbered or affected in the Title Estate of otherwise however, in witness whereof the Mortgagee has caused.

Addl. General Manager, Eastern Railway, Calcutta on behalf
to set his hand the day and year first above written.

All that piece or parcel of land measuring more or less 330 cottahs (out of 10292 acres of land acquired by the State Govt. and transferred to the West Bengal Housing Board) situated and lying at Mouza Sitla/Gobindapur and being comprised of C.S. Plot Nos. 1075, 1076 at Mouza Gobindapur and C.S. plot Nos. 956, 957, 962, 968 and 976 at Mouza Sitla.

All that Residential plot No. 52 measuring more or less 6 $\frac{1}{4}$ cottahs out of the land in the First Schedule, bounded.

On the North by Plot No. 51

On the South by Plot No. 53

On the East by Municipal Road

On the West by House of AS 5/III Type

and as shown in the annexed plan in red boundary line.

Signed by S.A. Mallik, the Addl. General Manager, Eastern Railway, Calcutta for and on behalf of the President of India, the Mortgagee in presence of witness:-

16.9.93

Addl. General Manager
Eastern Railway, Calcutta.
for and on behalf of the President
of India.

अवर. महाप्रबंधक
पूर्व रेलवे, कलकत्ता
Addl. General Manager
Eastern Railway, Calcutta.

1. Witness :

Occupation : APOE - ERly - HQ

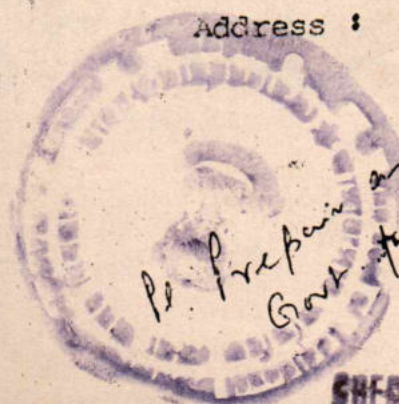
Address :

2. Witness :

Occupation : APO (MRE)

Address :

Certified to be a True copy
of an untranscribed Deed.



CHECKED BY

T. Chatterjee

Addl. District Sub-Registrar
ASANSOL

12.10.93