

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of February, THOUSAND **SEVEN** BETWEEN TWO THE*METROPOLITAN* CO-OPERATIVE **HOUSING** LIMITED, a Co-operative Housing Society duly registered under the Bengal Co-operative Societies Act, 1940 since repealed and replaced by the West Bengal Co-operative Societies Act, 1983, having its registration No. 75/Cal of 1966 and having its registered office at Canal South Road, P.S. - Tiljala, Kolkata-700 105 (hereinafter referred to as THE SOCIETY which term or expression shall unless excluded by and/or repugnant to the subject or context, be deemed to include its successorin-interest, assign, or liquidator) of the FIRST PART. AND MRIDULA BISWAS Daughter of Late Chandra Nath Biswas, aged about 53 years by faith Hindu, by occupation Legal Practitioner, residing at present at Plot No. 32, Sector-A, Metropolitan Co-operative Housing Society Ltd., Canal South Road, P.S. Tiljala, Kolkata-700 105, herein after referred to as THE MEMBER (which term or expression shall an expression shall an expression shall are expression are expression shall are expression are expression as expression are expression are expression are expression as expression are expression as expression are expressio and/or repugnant to the context, be deemed to mean and include heirs, successors, administrators, assigns and/or representations SECOND PART.

For Metropolitan Co-operative Housing Society Ltd -Paritoh onthe by hat Matronolitan Compensitive Housing Godety Edu Panitoh only ly Secretary

INDRANIL NANDI

High Court, Calcutta

Advocate

Govi. of West Bengal

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WHEREAS THE SOCIETY is a Co-operative Housing Society, which was organized by its promoters and was registered for the objects which, besides other, include the establishment on co-operative basis settlements of housing by affording its members to have plots of lands and in furtherance of its objects, the acquiring of lands by way of purchase or otherwise, developing the same and the distribution, allotment and transfer of the plots to and/or in favour of the members of THE SOCIETY and to aid and assist such member in causing construction of their respective houses and also to raise fund of the fulfillment of its objects from its members:

AND WHEREAS in pursuance of the aforesaid objects, THE SOCIETY raised fund from its members by way of sale of its shares and otherwise for the purpose of purchase of lands, development thereof and fulfilling the objects.

November 1968 registered on 29th November, 1968 entered into Book No. 1, Volume No. 145, pages from 264 to 270 being No. 5462 for the year, 1968, dated 29th April, 1969 registered on 7th May 1969 in Book No. 1, Volume No. 74, pages from 264 to 272 being No. 2046 for the year 1969 the Deed of sale dated 10th May, 1969, registered on 15th May 1969 in Book No. 1, Volume No. 97, pages from 57 to 65 being No. 2234 for the year 1969, dated 11th June, 1969 registered on 18th June 1969 in Book No. 1, Volume No. 104, pages from 159 to 188 being No. 259 for the year 1969, dated 13th June, 1969 registered on 24th June, 1969 in Book No. 1, Volume No. 38, pages from 288 being No. 2766 for the year 1969 and dated 21st February, 1970 registered on 10th Warch, 1970 in Book No. 1, Volume No. 37, pages from 1970 being No. 1970 in Book No. 1, Volume No. 37, pages from 1970 being No. 1970 in Book No. 1, Volume No. 37, pages from 1970 being No. 2000 being No. 2001

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Assurances Calcutta, THE SOCIETY herein purchased several pieces and parcels of lands, hereditaments, messuges, easements and premises in Mouza Dhapa and Nimakpoktan within Jadavpur Police Station (formerly Tollygunje) at present Police Station Tiljala under the Alipore Collectorate within the District of 24-Parganas(now South 24-Parganas) containing jointly with Taki Estate Barataraf in the sixteen annas share a little above 157.32 acres of Bheri lands which by local measurement covers a little above 467 bighas 16 cottahs and recorded in the District Settlement Khatian No. 21 Dag Nos. 31 of the said Mouza Dhapa corresponding to the revised Settlement Khatian Nos. 654 (Khanda) 609 (Khanda) and 612 (Khanda) Dag Nos. 87 of the said Mouza Dhapa as well as in the District Settlement Khatian Nos. 43 and 2 Dag Nos. 201, 141 and 140 of the said Mouza Nimakpoktan corresponding to the revised settlement Khanda Khatian Nos. 407, 408, 352, 353, Dag Nos. 248, 186, 187, 267 of the said Mouza Nimakpoktan, hereinafter referred to as the LARGER LAND.

AND WHEREAS by a Deed of partition dated 29th, April, 1970 made between the Metropolitan Co-operative Housing Society Limited of the First part and Smt. Saibalini Chaudhurani & Ors. of the other part and registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 88, pages 4 to 14 Being No. 1909 for the year 1970, the said Metropolitan Co-operative Housing Society Limited become the absolute owner of the western portion of the Taki Estate Bheri Land (Marshy) which constitutes entire C.S. Dag Nos. 201, 141 and 140 of District Survey and Settlement Khatian Nos. 2 and 43 corresponding to the entire In Settlement Khatian Nos. 2 and 43 corresponding to the entire In Settlement Khatian Nos. 407, 408, 352 and 353 of Mouza Nimakpoktan P. Staladaypur (1970) Tollygunj), Touzi Nos. 173, 1298/2833, J.L. No. 1 uniter Alapore

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Collectorate, District 24-Parganas(now South 24-Parganas) as well as the Western portion of the lands of C.S. Dag No. 81 District Settlement Khatian No. 21, Touzi No. 173, J.L. No. 2, R.S. No. 236 of Mouza Dhapa in Jadavpur (Old Tollygunge) under the Alipore Collectorate District 24-Parganas(now South 24-Parganas) corresponding to the Western Portion of the land included in the revised settlement khatian Nos. 654 (Khanda) 609 (Khanda) of the same Mouza, same Police Station and same R.S. Number under the same collect-orate and District which corresponds to western portion of R.S. Dag Nos. 87 and it was for greater clearness demarcated by a common boundary line passing North to South through the said Dag No. 87.

AND WHEREAS certain portion of land was sold out to Dakshinee Co-operative Housing Society Ltd. and certain other portion of land was acquired by the Govt. of West Bengal for the purpose of Eastern Metropolitan Bye Pass, THE SOCIETY thereafter on the remaining land prepared a Master plan in respect of remaining portion of lands, providing therein the several residential plots of lands to be allotted and transferred to its members, internal road, lands earmarked for commercial purpose and lands for other amenities and the said Master plan, was subsequently modified, amended, altered and was divided into diverse plots for greater benefit of the members.

ANDWHEREAS on the basis of such master than pack of the members were allotted plots of lands for causing construction of houses on certain terms and conditions of payment of money of account of land development cost and other charges.

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AND WHEREAS THE MEMBER was on application admitted as such and upon such admission was allotted plot admeasuring 4 cottahs being Plot No.32, in Sector A of the Housing project at for a sum of Rs.3,000/- paid on 22/09/1977, 30/03/1983 and 17.05.1983, being Development charges/Consideration Money the said payment is shown in the statement of accounts of THE SOCIETY

AND WHEREAS in pursuance of and/or on the basis of the aforesaid allotment of the said plot of land the Member satisfied himself as to measurement of the plot of land as per the map of the Master Plan and took over possession of such plot after full payment therefore;

AND WHEREAS as a general policy of allotting and transferring and selling of the plots THE SOCIETY has agreed to transfer and sell the said plot of land, subject however to the indenture of Mortgage dated 23rd March 1974, at and for a consideration of the payment of Rs. 3,000/- (Rupees Three thousand only) and THE MEMBER has agreed to PURCHASE and to have and hold the said plot of land as an absolute owner subject to the terms and conditions herein after set out.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. THAT in pursuance of the terms and conditions of allotment of the said plot of land allotted by THE SOCIETY in Favour of THE MEMBER and in consideration of the payment of a sinn of the 3,000 (Rupees Three thousand only) paid by THE MEMBER, to THE SOCIETY towards the cost of land and its development of the said plot of land on or before execution of these presents (the receipt whereof is



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B. K. NASKAR, Notary B. K. NASKAR, Notary Govt. of West Bengal Regn. No. 102/2007



hereby admitted and acknowledged) THE SOCIETY as beneficial owner hereby and hereunder CONVEY, TRANSFER, SELL, ASSIGN AND ASSURE UNTO AND TO THE USE OF THE MEMBER ALL THAT piece and parcel of land measuring more or less 4 cottahs being plot no. 32, Sector A, more fully and particularly described in the schedule hereunder written and specifically delineated in the MAP or PLAN annexed hereto and depicted by RED border line as part and parcel of this Deed of Conveyance HOWSOEVER otherwise the said property now or heretofore were or was situated, 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 thereto AND the reversion and reversions, reminder and reminders, rents, issues and profits there-of and of every part thereof AND all the estate, right, title, inheritance, use, trust, property, claim and demand WHATSOEVER both at law and in equity of THE SOCIETY unto and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any other wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the vendor, its heirs, executors, administrators or representatives or any persons from whom it can or may procure the same without action or suit at law or in souity TO HAVE AND TO HOLD the said plot of land and every part hereby granted, sold, conveyed and transferred on expressed and intended so to be with their rights, interests and appurtenations unto find to use THE MEMBER, his/her heirs, executors, administrators, representation and assigns forever but subject to the bye-laws of the SOCHE

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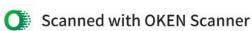
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THE SOCIETY do hereby for it self and its successors-in-interest declare THAT notwithstanding any act, deed or thing assigns whatsoever, by THE SOCIETY or by any of its predecessors in title, done or executed or knowingly suffered to the contrary, THE SOCIETY had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey. transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Member, his heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT THE MEMBER, his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profit thereof, without any lawful eviction, interruption, claim or demand whatsoever from or by THE SOCIETY or any person or persons lawfully or. equitably claiming from under or in trust for the vendor or under any of it's ancestors or predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of THE SOCIETY well and sufficiently indemnified from and against all and all manner or claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by THE SOCIETY or any of its ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT THE SOCIETY and all persons viring lawfully or equitably claiming any estate or interest whatsoever said property or any part thereof from under or in this for him T SOCIETY or from or under any of its predecessors in title shall and soft from time to time and at all times hereafter at the request and co THE MEMBER, her heirs, executors, administrators, representatives and assigns do and execute, or cause to be done and execute







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 MEMBER, her heirs, executors, administrators, representatives and assigns according to the true intent and meaning of this deed as shall or may be reasonably required AND FURTHER MORE THAT THE SOCIETY and it's Successors-in-interest, executors, administrators and assigns against loss, damages, costs charges and expenses if any suffered by reason of any defect in the title of THE SOCIETY or any breach of the covenants herein-under contained.

- 2. THAT THE SOCIETY hereby covenants with THE MEMBER as follows:
- a) That the said plot of land shall be quietly entered into and upon and held and enjoyed and the rents and profits received there-from by THE MEMBER without any interruption or disturbance by THE SOCIETY or any person claiming through or under THE SOCIETY and without any disturbance or interruption by and other person whomsoever.

THE MEMBER COVENANTS WITH THE SOCIETY AS FOLLOWS:

- 1. That THE SOCIETY will at the cost of the person requiring the same, execute and do every such assurance or thing necessary for further more perfectly assuring the said property to THE THE THE LIBETY LIBETY TO A STATE OF A STATE
- 2. That THE MEMBER shall pay to THE SOCIETY a sum of the sum or further sum as may decided upon by the Managing Committee of THE SOCIETY on or before Sexual transfer sum.





B. K. NASKAR, Notary Govt. of West Bengal Reyn. No. 102/2007

month as and/or by way of charges towards maintenance of the common amenities and/or facilities and/or furtherance of common causes or objects of THE SOCIETY and in default, such sum will carry interest @ 12.5% per annum on such sum till recovery thereof.

3. That THE MEMBER shall abide by and be subject to the byelaws and the decisions of the Managing Committee and/or general body of members in the General Meetings, of THE SOCIETY.

SCHEDULE

ALL THAT Piece and Parcel of a plot of land and being plot no. 32, in the Sector No. A, Ward No. 57, measuring more or less 4 Cottahs of Metropolitan Co-operative Housing Society Limited in the District 24-Parganas (now South 24-Parganas) (South), under Mouza Dhapa touzi No. 173, 1298/2833, J.L. No. 2, R.S. Dag No. 87, Western Part under C.S. Khatian No. 654 AND Mouza Nimakpoktan, Revisional Settlement Khanda Khatian Nos. 352 and 353, District Survey and Settlement Khatian Nos. 2 and 43 corresponding to the entire R.S. Dag Nos. 248, 186, 187 and 267 under P.S. Jadavpur (Old Tollygunge) at present Police Station Tiljala under the District Collect orate at Alipore, District 24-Parganas(now South 24-Parganas) South butted and bounded

On the North:

in the manner following:

By Plot No. 9.

On the South:

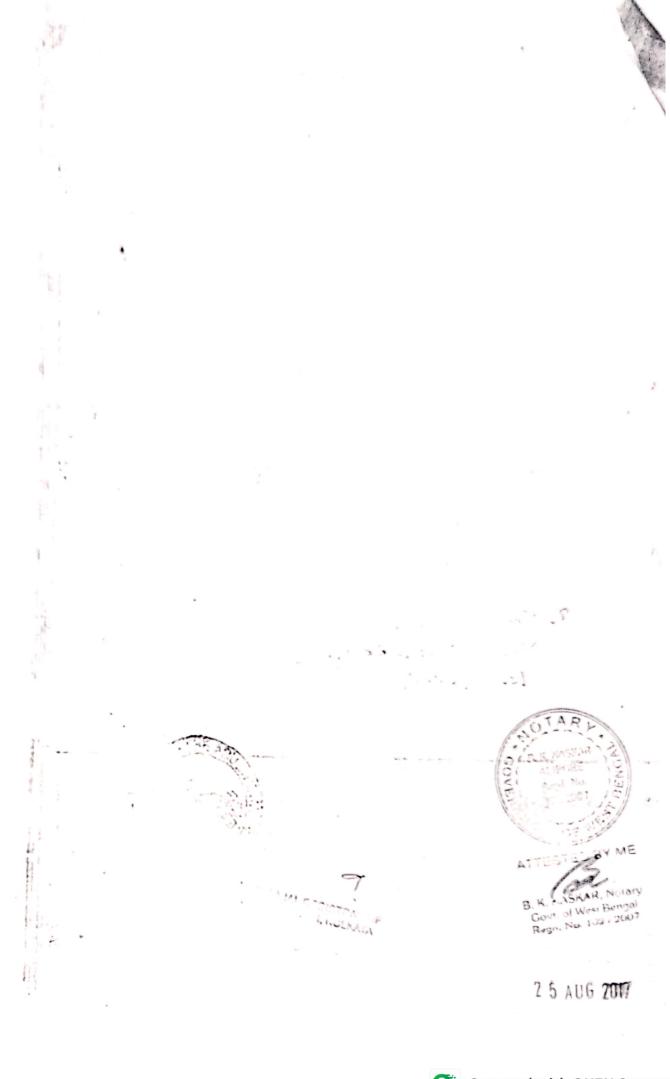
By Plot No. 31

On the East

By Plot No. 33

On the West

By 9.10M. Wide Road.



And more fully and particularly delineated and demarcated in the site plan annexed hereto and depicted by borderlines as part and parcel of this Deed of Conveyance.

IN WITNESSES WHEREOF the above named society and THE MEMBER have hereunto set and subscribed their respective hands and seals the day, month, and year first above written: -

SIGNED, SEALED & DELIVERED at Kolkata for and on behalf of the Metropolitan Co-operative Housing Society Limited by it's Chairman and Secretary in presence of:

WITNESSES:

1. Indavid Nandi.
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High Court, Calcula

For Metropolity Contained Locations Society City.

Tan'toh Brille Ry

Secretary

Signature of THE SOCIETY

2. Shyand Mushoon 8. ald Post attice St. Lent. - Forozi

Drafted by me:

(Indranil Nandi)

Advocate

High Court, Calcutta.

Signature of THE MEMBER

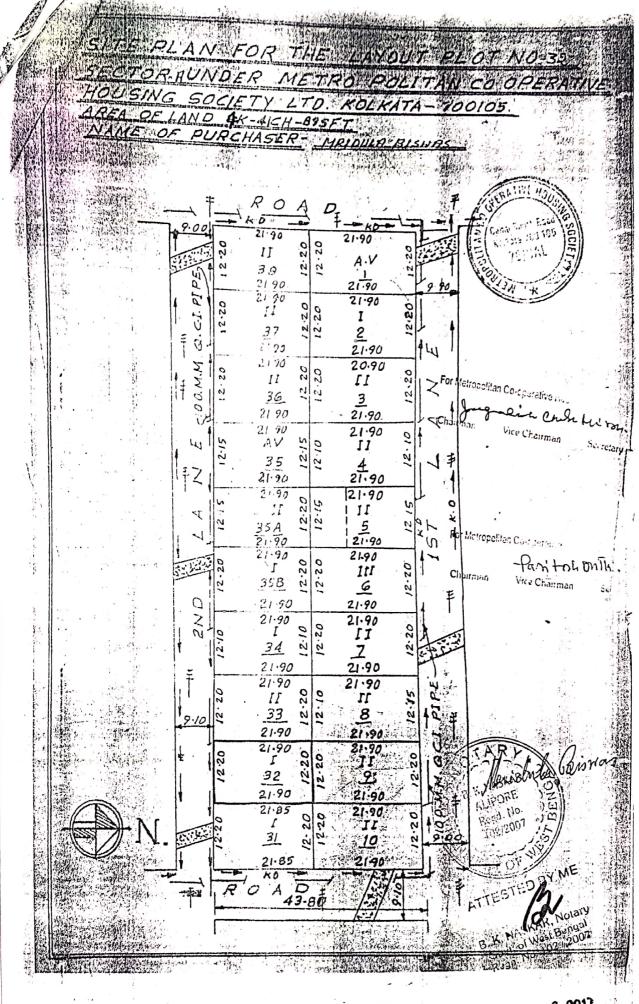
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FORM FOR TEN FINGERPRINTS Little Finger Middle Finger Fore Finger Thumb Left Hand Thumb Fore Finger Middle Finger Ring Finger Little Finger 1 arital Balla Ry Right Hand Little Finger Middle Finger Fore Finger Thumb Ring Finger Left Hand Fore Finger Middle Finger Ring Finger Little. Finger Thumb Right Hand Little Finger Middle Finger Ring Finger Fore Finger Thumb I'RECOUNTER POSITIONOUS Left Hand Fore Finger Thumb Middle Finger Ring Finger Right Hand Little Finger Ring Finger Middle Finger Fore Finger Left Hand Jovi. of West Bengal Layn, No. 102/2007 PHOTO Thumb Middle Finger Fore Finger Ring Finger Little Finger Right 2 5 AUG 2017 Hand



B. K. NASKAR, Notary Govt. of West Bengal Regn: No. 102 / 2007



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Dated this 13M day of February, 2007

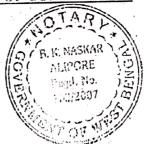
BETWEEN

METROPOLITAN OPERATIVE HOUSING SOCIETY <u>LIMITED</u>

..... SOCIETY

... MEMBER

DEED OF CONVEYANCE



(Indranil Nandi) Wast Bangal Ragm No. 102/2007

Advocate

High Court, Calcutta.