CONVEYANCE

FROM :

THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED

TO: SRI SUKUMAR GHOSH

---- VENDOR SOCIETY

- PURCHASER MEMBER

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Dist Sur THIS INDENTURE is made on this the 11th day of August in the year 18108 Two Thousand Six BETWEEN THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED registered under the West Bengal Co-operative Society Act, 1940 Registration No.116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032, in the District of South 24-Parganas, represented by its constituted Attorney SRI RAMENDRA NATH SOM, Advocate, son of Late Amiya Kumar Som, residing at G-6, Cluster-XII, Purbachal Housing Estate, Salt Lake City, Sector-III, Kolkata - 700097, by virtue of a registered General Power of Attorney which was registered in the office of the Addl. Registrar of Assurances-III, Kolkata, recorded in Book-IV, Deed No.4060, for the year 2001, hereinafter referred to as the VENDOR SOCIETY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successors, assign or assigns or legal representatives) of the ONE PART:

31.55

SRI/SMIT. SUKUMAR GAHASH

P05205

<u>Lal Ghosh</u>, by occupation <u>Service</u>, at present residing at <u>Vill-Hatmadhabpur</u>, P.O- Uttar Ramnagar

a shareholder member of the Vendor Society hereinafter referred to as the <u>PURCHASER MEMBER</u> (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, executors, administrators, representatives and assigns) of the <u>OTLER</u> <u>PART:</u>

WHEREAS by a Conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book-I, Being No.4092, for the year 1978 the Vendor Society

absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acre 93 decimal) in R. S. Dag Nos. 83, 85, 87, 88, 89, 91, 131, 132, 135, 136, and 139 Khatian No. 101, J. L. No. 25, Touzi No. 56 in Mouza Nayabad P. S Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 1979 and registered at the office of the District Sub-Registrar Alipore; 24-Parganas in Book No. 1 Being No. 590 for the year 1978, the Vendor Society absolutely purchased for valuabl consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 acres (10 acres and 93 decimals) in R. S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, Khatian No. 101, J. L. No. 25 Touzi No. 56 in Mouza Nayabad in P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1 Being No. 5334 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein form Ganesh Chandra Pramanick and others the total land measuring 1 bigha 11cottahs ($0.53\frac{1}{2}$ acres) in Dag No. 139, J. L. No. 25, Khatia No. 90, R. S No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas in Book No. 1, Being No. 5335 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kubir Mondal and others the total land measuring 16 cottahs and 8 chittaks ($0.28\frac{1}{2}$ acres) in Dag No. 139 J. L. No. 25 Khatian No. 90 R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas, in Book No. 1 Being No. 5336 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Methor Bag and others the total

(2)



land measuring more or less 3 bighas (0.99 acres) in Dag No. 196, J. L. No. 25, Khatian No. 76, R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 21st December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas in Book No. 1, Being No. 6957 for the Year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acres 93 decimal) in Dag No. 83, 135, J. L. No. 25 Khatian No. 101, R.S. No. 2, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 29th April, 1980 and registered at the Office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 3223 for the year 1980, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 acres (10 acres 92 decimal) in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139 J. L. No. 25, Khatian No. 101, R. S. No. 3, Touzi No. 56 Mouza Nayabad P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS the Vendor Society recorded its name with the office J. L. R. O. Behala by order under Memo Nos. 2086, 2087 and 2089 dated 6.6.1980 as absolute owner of all the land measuring about 45.52 acres (137 Bighas 5 cottahs 7 chittaks and 31 sq. feet) so purchased from the above mentioned parties and is thus seized and possessed of or/and otherwise well and sufficiently entitled so their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispendens, attachments, and is in khas possession thereon.

AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 657, for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 cottahs) in R.S. No. 3, Dag No. 191 (part), J. L. No. 25, khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward

(3)



No. 109 and Mutated - Memo: 18/753/Mut/Addl. B .L. & L.R.O./ T.M/2001, dated 9.4.01.

AND WHEREAS by a further Deed of Conveyance bearing date 15th February 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 765 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khation No. R. S. 145, Touzi No. 56, Mouza Nayabad, P. S. Kasba Under Calcutta Municipal Corporation Ward No. 109 and Mutated -Memo No. 18/753/Mut/Addl. B.L.& L.R.O./ T.M/2001, dated 9.4.01.

AND WHEREAS by a further Deed of Conveyance bearing date 22nd February, 2000 and registered at the Office of the District Sub-Register-III, Alipur 24-Parganas (south) in Book No. 1, Being No. 874 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P. S. Kasba udner Calcutta Municipal Corporation Ward No. 109 and Mutated -Memo No. 18/753/Mut/Addl. B. L. & L.R.O/ T.M/2001, dated 9.4.01.

AND WHEREAS by a further Deed of Conveyance bearing the date 24th March, 2000 and registered at the Office of the Dirtrict Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 1296 for the year 2000, the Vendor Society absolutely purchased for valuable consideration metioned therein from Kanti Ranjan Chakraborty and others the total land measuring .103125 acre (6 Cottahs and 4 Chittaks) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R.S.145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated-Memo : 18/753/Mut/ Addl.B.L.&.L.R.O./T.M/2001, dated 9.4.01.

AND WHEREAS by a further Deed of Conveyance bearing the date 6th June, 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 2128 for the year 2000, the Vendor Society absolutely purchased for valuable



b.

consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R.S.145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated - Memo : 18/753/Mut/Addl.B.L & L.R.O/TM/2001, dated 9.4.01

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members the Vendor Society effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages, and divided the area into several plots of different sizes and measurements for distribution among the members of the Vendor Society. The entire land on which the said plots have been so carved out is fully described in the first schedule being Schedule 'A' hereunder written.

AND WHEREAS pursuant to an application for membership of the Vendor Society made by the PURCHASER MEMBER for obtaining a plot of land and agreeing to comply with the terms and conditions of the Vendor Society for the demise thereof the purchaser member was admitted as a member of the Vendor Society. The Birchasen is a founder Member of the Poid Co. Operative vide No. 253! He shall have built to vote and also get to divident.

AND WHEREAS by a resolution dated 2. 5. 87 it was decided by the Vendor Society to allot different plots of land to its different members by lottery and such lottery was held on 31. 5. 87 whereby the PURCHASER MEMBER was alloted the plot of land more particularly described in Schedule 'B' herein below and hereinafter referred to as the said plot and the PURCHASER MEMBER has accepted such lottery.

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AND WHEREAS the PURCHASER MEMBER has paid a sum of Rs. 3, 50,000./- to the Vendor Society from time to time as required by the Vendor Society.

AND WHEREAS the Vendor Society appropriated the said sum of Rs.3,50,000 (Rupces. Three, Lee, bibly, Thousand, any, ...only) in full payment of the consideration and alloted the said plot to him being all that the plot No......25.3......measuring more or less0.3.....cottahs.....0.8....chittaks....00....sq. ft. (more particularly



(5)

described in the second Schedule being Schedule 'B' hereunder written and also marked red in the annexed plan) in favour of the PURCHASER_ MEMBER.

AND WHEREAS the PURCHASER MEMBER has taken inspection of the scheme himself /herself of the plan and of the said alloted plot and has satisfied himself /herself as to size and condition thereof, and also that the said sum of Rs. 3.50.000/- is the fair and reasonable purchase consideration thereof.

NOW THIS INDENTURE WITNESSETH that pursuant to the PURCHASER MEMBER and aforesaid allotment to the in consideration of the said sum of Rs.3,59,000./- (Rupees Three Lac bebly Thansads - only) paid by the purchaser member to the vendor society (the receipt where of the Vendor Society does hereby and also by the Memorandum of Consideration hereunder written admits and acknowledges and acquits and releases the demiser premises and the purchaser member from the same) the said Vendor Society does hereby SELL, TRANSFER, CONVEY, assign, confirm and assure unto the purchaser member ALL THAT the piece Plot said being the vacant land of parcel and chittaks andOS.C.H....OQ......sq. ft. more particularly described in the Second Schedule being Schedule 'B' hereunder written and as shown in the annexed plan in red boundary line OR HOW SO EVER OTHER-WISE the same is or are heretofore was or were butted bounded called known numbered described or distinguised TOGETHER WITH ALL AREAS, PATHS, PASSAGES, DRAINS, water courses and all manner of rights liberties, privileges easements, appendages and appartainances whatsoever belonging to or in any way apartaining to the said plot TOGETHER WITH all reversion or reversions, remainder or remainders and the rents issues and profits thereof of the plot hereby sold, transferred and conveyed TO HAVE AND TO HOLD the said piece or parcel of land together with the rights liberties and APARTAINANCES aforesaid to the said PURCHASER MEMBER absolutely and forever, free from all encumbrances.



THE VENDOR SOCIETY HEREBY COVENANTS WITH THE PURCHASER MEMBERS AS FOLLOWS :-

- (1) The said plot of land hereby demised and conveyed is till date free from all encumbrances, liens, lispendens, attachments and / or any scheme of acquisition form any authority whatsoever.
- (2) The said vendor society has good right, full power and absolute authority to convey the said piece or parcel of land hereby transferred to the said purchaser member in the manner aforesaid.
- (3) The said PURCHASER MEMBER shall be entitled to enter upon and enjoy the said pieceand parcel of land and enjoy the rents, issues and profits thereof without any eviction, interruption, whatsoever by or from the said vendor society or any person or persons claiming through under or in trust for the said vendor society.
- (4) The said Vendor Society and all persons claiming through under or in trust for the Vendor Society shall at all times hereafter at the request and costs of the said purchaser member his / her heirs executors and assigns do or cause to be done all such acts, deeds, matters and things for more perfectly assuring to the said purchaser member his / her heirs, executors and assigns as may be reasonably required from time to time, and also to produce necessary documents of the title relating to or in anyway connected with the said plot that are being retained by the vendor society.

AND THE PURCHASER MEMBER DOTH HEREBY COVENANT WITH THE VENDOR SOCIETY AS FOLLOWS :-

(1) That the Purchaser Member and his assignees and / or transferees in respect of the said plot shall be always bound by the decisions taken by the Vendor Society in so far as the upkeep and maintenance of common facilities and/or conveniences relating to the said plot and the common areas of enjoyment in the entire project to which all the plot holders of the lands descried in Schedule 'A' hereunder shall be enti-

(7)



tled to and the PURCHASER MEMBER shall be bound to pay to the Vendor Society the periodic charges that shall be determined by the Vendor Society from time to time whether FORMALLY DE-MANDED OR NOT AND THE VENDOR SOCIETY SHALL BE ENTITLED in case of default on the part of the purchaser member to realise such sums as a money claim or in the alternative to stop and/or discontinue, such common facilities provided always that upon the Purchaser Member duly paying such charges and observing and complying with such decisions as aforesaid, the purchaser member and his assignees and/or transferees shall be free to uninterruptedly use and enjoy the common facilities and con-'veniences and common areas of enjoyment in exactly the same manner as other plot holders of lands described in Schedule 'A'.

THE FIRST SCHEDULE ABOVE REFERRED TO:

'A'

ALL THAT the piece and parcel of land measuring more or less 141 bighas 11 cottahs 11 chittaks and 31 sq. ft. situated and lying at and being comprised being R. S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131,132, 135, 136, 139 and 191(Part) J. L. No. 25, Touzi No. 56, Khatian Nos. 76, 90,104,103, 104 and 145 Mouza Nayabad within P. S. Kasba under Calcutta Municipal Corporation Ward No. 109. Now P_{iS} . (unbago aufu.

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THE SECOND SCHEDULE ABOVE REFERRED TO 'B'

da.

ALL THAT Residential Plot No......253.....measuring more or less......03......Cottahs.....08.....chittaks.....00......Sq. ft. out of the land mentioned in the First Schedule, bounded

ON THE NORTH BY	:	PLOT NO 253A
ON THE SOUTH BY	: _	40-0" WIDE ROAD
ON THE EAST BY	: _	- PLOT 259 A
ON THE WEST BY	: _	25-0" WIDE ROAD

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

IN WITNESS WHEREOF the Vendor Society and the Purchaser Member have set and subscribed their hands and seals the day, month and year first written above.

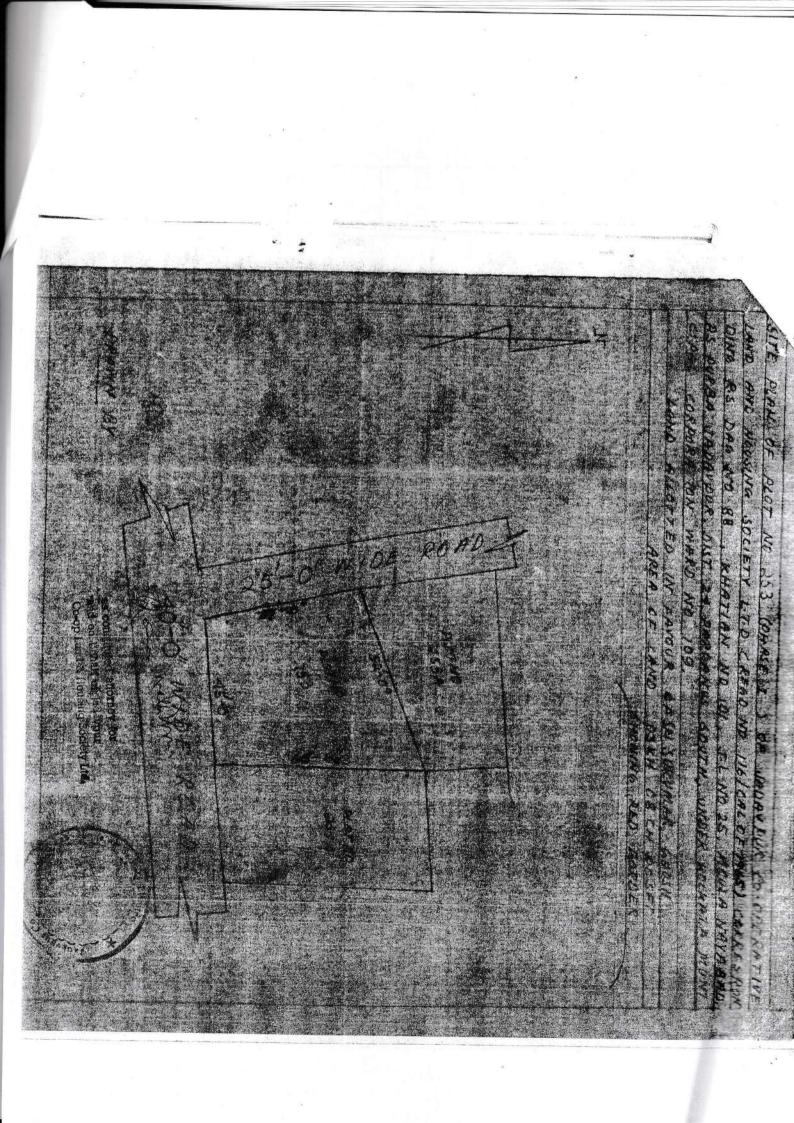
SIGNED SEALED AND DELIVERED BY THE VENDOR SOCIETY AT CALCUTTA IN THE PRESENCE OF :

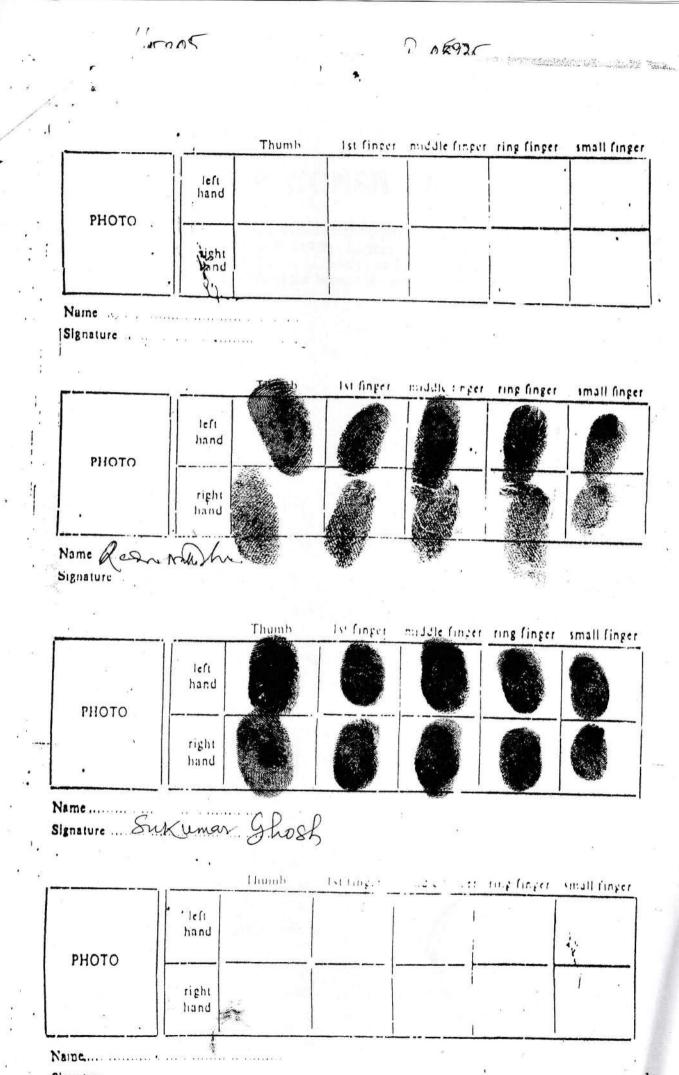
1. I abar Gchork 236 Purisa Sinthi (cross Roa) Kol-22 2. KourtichRoy Nayabad. Wel -99

SIGNED; SEALED AND DELIVERED BY THE PURCHASER MEMBER AT CALCUTTA IN THE PRESENCE OF: 1. Japon Genor 286 Purple Sintin ((ris, Road) tol. & 286 Purp

as constituted attorney for and on behalf of vpur Coop Land Coop of the Society Ltd/ Common Seal of the Society affixed persuant to resolution of the Society dated







Signature ...

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser member the within consideration money paid to the Vendor Society as mentioned in the

Witness :

Japan Genosh 1) 236 Purcha Sinthee (Cross Roans) Ko1-32

2) Kartich Ray Naugerbad. Kol-qq

Propored Juyne Rutan lev, Antla Advocate Adiper kolleate

P. Mandal Alipmy, Kolr 27 (10)

