

No 2499

8298

Stamp Nil

Pages under holder 10-80

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Admissible under Regn. rules of 21 and also u/s of the West Bengal W.B.L. Act. 1955 duly stamped (exempted from Stamp duty) under the Indian Stamp Act, 1899 as amended in 1974 Schedule IA No. 23
L: 80 Process Fee
Paid in C.F.S.

101893

Fee Exempted

Sd. B. P. Roy Chowdhury

District Sub-Registrar,
Alipore, 24 Parganas (South)

24-5-76

This indenture made this
twenty second day of April
one thousand nine hundred
and seventy six between the
Parnasreepally Samajya Samiti
dtd. a society registered under
the Bengal co-operative
societies Act 1940 and having
its office at Parnasreepally
in the town of Behala in the

38/8 20/5/88
 नाम श्री
 ठिकाना
 पाना
 तहसील श्री

A. K. Das, Advo.
 ALIPORE COURT

[Handwritten Signature]

आलिपुर जिला कोर्ट
 ३४ प्रमाण, २०/५/८८

4.00
 10.85
 7.00
 5.00
 15
 1.30
 28.30

Amount Twenty Eight
 and Paise thirty.

S. Saha
 8298
 25/5/88



A. Ry.
 15.6.88.



Presented for Registration on
 1-30 ... the 24th
 Day of May 1976...
 at the Sadar Registrar Office
 Alipore, 24 Parganas by H.N. Dutta
 Executive Claimant of one of
 the Executors / Claimants of
 the ...
 Attorney for ...
 Executant / Claimant under a
 Power of attorney No ...
 for 19 ... authenticated by
 the ... Registrar of ...

Sd. H.N. Dutta Biswas

Sd. B.D. Roy Chowdhury
 District Sub-Registrar,
 Alipore, 24-Parganas (South)

24-5-76

Execution is admitted by
 D.H.N. Dutta Biswas my
 self.

D.N.C. Roy Chairman

Respectfully

Son/Wife/Daughter of ...

... residing at 1704 Parnasree

District 24-Parganas. P.S. ...
 By Caste/Hindu/Muslim ...
 By Profession ...

Sd. N. C. Roy Chairman

District of 24 Parganas
 hereinafter called the
 Summit (which expression
 unless excluded by or
 repugnant to the context
 shall always include its
 successors representatives
 executors administrators and
 assigns) of the one part
 and Smt Suniti Chowdhury
 wife of Sri Krishna Das
 Chowdhury by caste Hindu
 by Occupation House wife
 the District of 24 Parganas



Parnasree Pally Samanya Samiti herein after called the
std.

Sd. H. H. Dutta Districts Hony Allottee Purchaser's (which
secretary Parnasree Pally Samanya Samiti std.
Thruo Impression is dispensed with.

Sd. B. P. Roy Chowdhury
District Sub-Registrar
Allpore 24 Parg

24-5-76
Identified by
Basindra Prasad Roath

S/o Basindra Prasad Roath

Wife/Daughter of P. 52/1

Parnasree Pally Calcutta-60

District 24-Parganas, P.S.

By Caste/Hindu/Muslim

By Profession Service

Sd. Basindra Prasad Roath Land Revenue Department
Sd. of date Sarada Prasad Roath Declaration No 3176 L. Rev
0.541 Parnasree Pally
Calcutta - 60

Sd. B. P. Roy Chowdhury

District Sub-Registrar,
Allpore, 24-Parganas (South)

24-5-76

Impression unless enclosed
by or equivalent to the
context shall always include
her heirs executors admini-
strators successors legal
representatives and assigns)

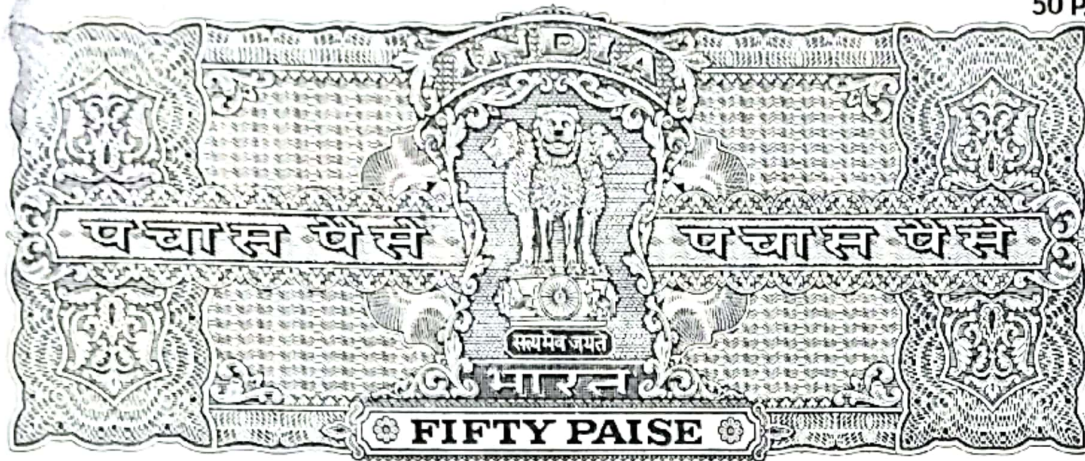
of the other part & where
as the State Government
of West Bengal by its

dated 25-3-1950 and published

in the Calcutta Gazette

dated 30-3-1950 acquired

land measuring more or



Registered in
 Book No. 1
 Volume No. 89
 Page No. 25 to 34
 Being No. 2179
 For the Year 1976

Seal

sd. B. P. Roy Chowdhury
 District Sub-Registrar,
 Alipore, 24 Parganas (South)
 4-6-76

copied + read by -

sd. Puspa Mondal
 4-6-76

Compared by -

sd. J. Legisle
 4-6-76

Ass 75.77 acres more
 in village Behala (J.L. No. 2)
 Pargana Balia within 8.5
 Behala in Sadar sub
 division Alipore in the Dist.
 rict of 24 Parganas under
 the provisions of Land
 Development and (Page 2) 2)
 Planning Act 1948 to the
 Samiti and delivered posse-
 sion to the Samiti on the
 16th day of February 1957
 and subsequent dates B.
 And where as by a memoran-
 dum of Agreement dated 16-
 12-1957 the Samiti entered
 in an agreement with
 State Govt. of West Bengal

Heretofore to execute and complete the
Development Scheme annexed to the said
Memorandum of Agreement C. And where-
as the Samiti accordingly developed the land
opened out roads and subdivided the same
land into small plots for residential purpo-
ses under the schemes Nos I, II, and III
and offered for sale such plots to its -
members D And whereas the allottee purch-
-asers who is a member
are members of the Samiti
approached the Samiti for the purpose of
plot no 104 measuring more or less 3.06
Cottahs in and out of the said land
as more specifically described in the schedule
A annexed hereto shown and depicted in the
annexed plan E And whereas the Samiti
has agreed to sell to the allottee purchaser/s
the said plot being no 104 F. and whereas
the allottee purchaser/s paid the sum of
Rs 1989/- (Rupees one thousand nine hundred

and eight nine) only as provisional price on different dates as set forth in the schedule B annexed hereto. And - whereas the Samiti allottee the said plot No 104 to the allottee purchasers and entered in to an agreement with the allottee purchasers by a memorandum of agreement dated 17-7-1954 and delivered possession thereof to the said allottee purchasers H. and.

whereas in modification of the said agreement dated 16-12-1950 a trust agreement -

inter alia to convey to the Samiti the scheme land by the state govt of west Bengal plan without receiving in full the compensation ^{attached} in this _{page}

money upon the Samiti securing the due ^{statutory} _{D.S.R} payment by mortgaging charge and assigning in

favour of the Govt of west Bengal its unalienated lands and lands for common use viz ghats tanks and Dohas etc was entered

into between the Samiti and governor of

West Bengal on the 26th day of
May 1971. And whereas in pursuance of
the said new Agreement dated 25-5-71 the
State Govt of West Bengal has conde-
-red title of all scheme land (Page 3)
b) in favour of the Samiti by an order
dated 25-5-71 thereby allowing and
empowering the Samiti to convey the plots
of allotted lands to the allottee purchasers
paying in full the prescribed consideration money
under scheme 1 and 2 on payment of a
further sum of Rs 300/- (Rupees three
hundred only) per cottah in addition to the
provisional price as mentioned in the agreement
between the Samiti and the individual allo-
-tees in respect of lands allotted to them
the said provisional price plus the additi-
-onal payment of Rs 300/- (Rupees three
hundred only) per cottah being agreed upon
by the Samiti as the full and final
price or consideration money for the

respective plots under schemes No 3
1 and 11 9. And whereas the Samiti
has simultaneously executed a deed of
mortgage in favour of the state Govt
of West Bengal in respect of the
unallotted building plots and other lands
of common use comprised in parks ghats
tanks and Dobas etc. as fully descri-
bed in the said mortgage deed 4. And
whereas the Samiti has further agreed
to deposit the said additional amount
of Rs 300/- (Rupees three hundred only)
per catta as provided in clause 9
hereto the collector of 24 Parganas
C. And whereas the Samiti has thus
acquired absolute indefeasible and undistur-
bed right to convey the said Plot No
104 to the allottee purchaser/s as descri-
bed in the schedule A below in. And where-
as in the event of the Samiti failing
to comply with any of the terms and

Conditions of the said indenture
dated 26-5-71 the governor may re-enter
upon and take possession of the lands other
than those which have been transferred
conveyed or disposed of in accordance with
the terms and conditions of the above-
said indenture N. And whereas the land
allotted to the allottee purchasers
as described in the said schedule A below
is free from mortgage as above said O
And whereas the allottee purchasers
in an allottee/s under scheme No 1/11 and
has paid further sum of RS 300/- (Rupees
three hundred only) per Cottah over and
above the Provisional Price of Plot as
mentioned in schedule B below (Page 4)
Now this indenture witnesseth that in
pursuance of the said agreement dated
27-7-1954 entered in to between the Saurashtra
and the allottee purchasers and the
conferment of title by the state

Government unto the Samiti by an
order of Rs 2 dated 26-5-71 and
in consideration of the sum of Rs 2,907/-
already paid by the allottee purchasers
being the price in full of the said
plot No 104 of the scheme as detailed
in schedule (The receipt of which

① respective sums to the Samiti doth
hereby admit and acknowledge and from
the payment whereof doth hereby
quit release and forever discharge
the allottee purchasers as well as the
said plot) The said Samiti doth here
by grant convey transfer and assure
unto the allottee purchasers all that
the price or parcel of revenue free
land being plot No 104 of the scheme
more or better described in the schedule
A hereunder written and delineated in

the plan hereto annexed and therein enclosed or red verge together with the right of ways paths passages drains lights sewers wires fixtures walls trees fences hedges ditches and ~~for~~ all and every manner of tenements or other rights liberties privileges easements profits appurtenances and appurtenances whatsoever standing in and upon or belonging or in any wise appertaining to the said plot of land hereby conveyed or any other or any part thereof with which the same now are or is or at any time or times heretofore were or was held used occupied and enjoyed or accepted reputed deemed or taken or known as part or parcel or member thereof or appertaining thereto free from all encumbrances and deliver for confirm the delivery or vacant peaceful and quiet possession thereof to and unto the allottee purchaser's and

The Samiti doth hereby covenant with the allottee purchasers that notwithstanding any thing by it the Samiti done committed or knowingly suffered the Samiti has full power and absolute authority to grant convey and assure the said revenue free land unto the allottee purchasers in manner aforesaid and that the allottee purchasers her heirs executors administrators successors assigns and legal representatives shall or may at all times hereafter peaceably and quietly possess and enjoy absolutely and for ever the same and every part thereof and receive and realise the rents issues and profits thereof without any eviction interruption or demand whatsoever by the Samiti.

And that the Samiti will at the cost of the person requiring the same enclose and do all such acts deeds and assurances for better and more effectually

adjoining the premises or any part thereof unto the allottee purchasers in manner aforesaid as shall be reasonably required and the Samiti doth hereby - further covenant with the allottee purchasers that it will unless prevented by prior some other inevitable accident upon reasonable request and at the cost of the allottee purchasers produce or cause to be produced unto her or ~~her~~ ^{her} attorney or agents at any trial commission examination or otherwise as occasion shall require all or any of the indenture of conveyance in the recitals hereto mentioned for the purpose of manifesting detending or proving her title to and in the land hereditaments and premises hereby conveyed or expressed so to be or any part thereof and also at the like

request and cost of the allottee
purchaser/s deliver or cause to be deli-
-vered unto the purchaser/s such ~~the~~
attested or other (page 5) - 5 - copies
or extracts of or from the said order-
-ture as may be required and shall in
the meantime unless prevented as above
said or otherwise keep the said
deeds safe unobliterated and cancelled
Scheme A referred to above. All that
piece or parcel of Revenue free land
being scheme plot No 104 forming -
part of C.S. plot Nos 859, 865, measu-
-ring three cottaks & chittacks and
forty three sq. ft. be the same a
little more or less in mouza Behala
J.L. No 2, Khatian No 66 within the
south Suburban municipality the muni-
-cipality holding No of the said plot

being under P.S. Behala District
24 Parganas and delineated in the
plan hereto annexed and herewith enclosed
in red verge and butted and bounded
as follows, on the North Samiti plot
No 122, on the East Road. on the South
Road, on the West Samiti plot No
103 Schedule B referred to above rece-
-ived from within named allottee purcha-
-ser/s the above mentioned sum of Rs
2,907/- (Rupees two thousand nine hundred
and seven) only being the consideration
in full for the above mentioned sale -
as per memorandum below memo of
consideration paid by way of application
money on 27.5.50 Rs 500-00 paid
by way of call money on 15.6.50
Rs 1,489-00. 5.5.53, 14.3.60, 2-1-
61, 6-2-61, paid before the execution

of these presents Rs 918-00 // total
Rs 2907-00 Rupees two thousand nine hund-
red and seven only (Page 6) - 6 -

witness where of the vendor Samiti
doth hereby set its hands and seals
the twenty second day April -
month 1976 year first above written.

Sd. N.C. Roy Chairman Parmasreepally

Samabaya Samiti dtd. Sd. H.N. Dutta

Biswas Hony Secretary Parmasreepally

Samabaya Samiti dtd. witness, 1.

Sd. Barindra Prasad Rout P. 541

Parmasreepally Calcutta 60 - -