of One thousand Nine hundred and One thousand Nine hundred and SAMAVAYA SAMITI LTD. a Society registered under the Bengal Co-operative Societies Act, 1940, and having its office at Parnasree Palli in the town of Behala in the District of 24 Parganas hercinafter called the Samiti (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

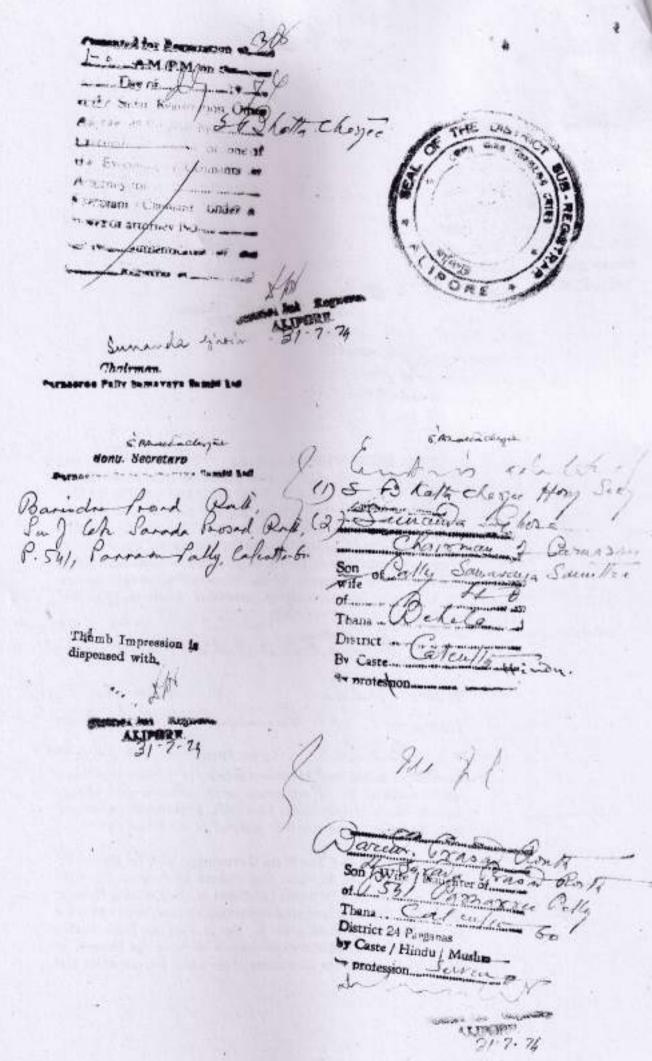
Sri/Sm. JyD: Latini Banen Latini

residing at P. 387, Parama Pally, Calculte 6.

P. S. Bulla in the District of 24-Parama 1
hereinafter called the 'Allottee-purchaser's' (which expression unless excluded by or repugnant to the context shall always include his/her/their heirs, executors, administrators, successors, legal representatives and assigns) of the Other Part.

A. WHEREAS The State Government of West Bengal by its Land and Land Revenue Department Declaration No. 3176 L. Dev. dated 25.3.1950 and published in the Calcutta Gazette dated 30.3.1950 acquired land measuring more or less 75.77 acres in area in village Behala (J. L. No. 2) Pargana Balia within P. S. Behala in Sadar Sub-division Alipore in the District of 24 Parganas under the provisions of the Land Development and

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70.00

Planning Act, 1948, for the Samiti and delivered possession to the Samiti on the 16th day of February, 1951 and subsequent dates.

- B. AND WHEREAS By a Memorandum of Agreement dated 16.12.1950 the Samiti entered into an Agreement with State Govt. of West Bengal interalia to execute and complete the Development Scheme annexed to the said Memorandum of Agreement.
- C. AND WHEREAS The Samiti had accordingly developed the land, opened out roads and subdivided the same land into small plots for residential purposes under the schemes Nos. I, II and III and offered for sale such plots to its members.
- D. AND WHEREAS The Allottee-purchaser/s who is a member are members of the Samiti approached the Samiti for the purchase of Plot No. 387 A measuring more or less 3'60 cottahs in and out of the said land as more specifically described in the Schedule "A" annexed hereto, and shown and depicted in the annexed plan.
- E. AND WHEREAS The Samiti has agreed to sell to the allotteepurchaser/s the said Plot being No. 387
- F. AND WHEREAS The allottee-purchaser/s have paid the sum of Rs. 2.340 Ruben two Bong of the as provisional price on different dates as set forth in the Schedule B" annexed hereto.

AND WHEREAS The allottes purchaser/s have paid the sum of being the full and final price of the Plot as set forth in schedule "B" annexed percto.

- G. AND WHEREAS The Samiti allotted the said Plot No. 387 A
 to the Allottee-purchaser/s and entered into an agreement with the Allotteepurchaser/s by a Memorandum of Agreement dated 22. 2. /974,
 and delivered possession thereof to the said Allottee-purchaser/s.
- H. AND WHEREAS In modification of the said Agreement dated 16.12.1950 a fresh Agreement inter alia to convey to the Samiti the Scheme Land by the State Govt. of West Bengal without receiving in full the compensation money upon the Samiti securing the due payment by mortgaging charging and assigning in favour of the Govt. of West Bengal its unallotted lands and lands for common user, viz., Jheels, Tanks and Dobas etc., was entered into between the Samiti and Governor of West Bengal on the 26th day of May, 1971.
- I. AND WHEREAS In pursuance of the said new Agreement dated 26-5.71 the State Govt. of West Bengal has conferred title of all scheme land

in favour of the Samiti by an Indenture dated 26.5.71 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 No. III and to the Allottee-purchasers under Schemes Nos. I and II 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 Allottees in respect of lands allotted to them, the said provisional price plus the additional 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 Nos. I and II.

- J. 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 user comprised in Parks, Jheels, Tanks and Dobas etc. as fully described in the said Mortgage Deed.
- K. AND WHEREAS The Samiti has further agreed to deposit the said additional amount of Rs. 800/- (Rupees Three Hundred only) per cottah as provided in Clause I hereof with the Collector of 24 Parganas.
- L. AND WHEREAS The Samiti has thus acquired absolute, indefeasible, and undisputed right to convey the said Plot No. 387 /# to the Allottee-purchaser/s as described in the schedule "A" below.
- M. AND WHEREAS 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 aforesaid Indenture.
- N. AND WHEREAS The land allotted to the Allottee-purchaser/s as described in the said Schedule "A" below is free from Mortgage as aforesaid.
- O. AND WHEREAS The Allottee-purchaser/s is an allottee/s under Scheme No. I/II and have has paid further sum of Rs. 300/- (Rupees Three Hundred only) per cottah over and above the provisional price of the Plot as mentioned in Schedule "B" below.

AND WHEREAS The Allottee purchaser/s is an allottee/s under Scheme No. III and have already paid full consideration as mentioned in Schedule "B" below.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement dated 22 . 7 . 1974 entered into between the Samiti and the Allottee-purchaser/s and the conferment of title by the State Government unto the Samiti by an Indenture dated 26.5.71, and in consideraalready paid by the Allottee-purtion of the sum of Rs. 3, 420/chaser /s being the price in full of the said Plot No. 387 /A of the Scheme as detailed in Schedule "B" (the receipt of which respective sums the Samiti doth hereby admit and acknowledge and from the payment whereof doth hereby acquit release and forever discharge the Allottee-purchaser/s as well as the said Plot) the said Samiti doth hereby grant convey transfer and assure unto the Allottee-purchaser/s ALL THAT the piece or parcel of revenue of the Scheme more fully described free land being Plot No. 387/A in the Schedule "A" hereunder written and delineated in the plan hereto annexed and therein enclosed in red verge together with the right of ways paths passages drains lights sewers wires fixtures walls trees fences hedges ditches and all and every manner of former or other rights liberties privileges easements profits appendages and appurtenances whatsoever standing in and upon or belonging or in any-wise appertaining to the said Plot of land hereby conveyed or any of them 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/or confirm the delivery of vacant peaceful and khas possession thereof unto the Allottee-purchaser/s AND the Samiti doth hereby covenant with the Allottee-purchaser/s that notwithstanding anything 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-purchaser/s in manner aforesaid and that the Allottee-purchaser/s his/her/their-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 execute and do all such acts deeds and assurances for further and more effectually assuring the premises or any part thereof unto the Allottee-purchaser/s in manner aforesaid as shall be reasonably required AND the Samiti doth hereby further covenant with the Allottee-purchaser/s that it will unless prevented by fire or some other inevitable accident upon reasonable request and at the cost of the Allottee-purchaser/s produce or cause to be produced unto him/her/them or his/her/their attorneys 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 defending or proving his/her/their 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 delivered unto the purchaser/s such attested or other

copies or extracts of or from the said Indentures as may be required and shall in the meantime unless prevented as aforesaid or otherwise keep the said Deeds safe unobliterated and cancelled.

SCHEDULE "A" REFERRED TO ABOVE

ALL THAT piece or parcel of revenue free land being Scheme

Plot No. 387/A forming part of C. S. Plot No. 385, 462 measuring
Cottahs No. 2 chittacks and 27 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 Municipality holding No. of the said Plot being

under P.S. Behala, District 24 Parganas and delineated in the plan hereto annexed and herein enclosed in red verge and butted and bounded as follows:

On the North : Road

On the East : Pamit Der M. 382 .

On the South: Samit. Plut M. 386.

On the West: Pamil. PUT 1.387.

SCHEDULE "B" REFERRED TO ABOVE

Received from within-named Allottee-purchaser/s the above-mentioned sum of Rs. 3, 420/= (Dufu, How Browned from hondred from hondred from being the consideration in full for the above-mentioned sale as per memorandum below:

MEMO OF CONSIDERATION

Paid by way of application money on 22. 5./974 ... Rs 2.340/-

Paid before the execution of these presents

... Rs / 080/= Total ... Rs 3,420/=

5 Rupus Thru Hou and foun hundred then to one

IN WITNESS WHEREOF the Vendor Samiti doth hereby set its hands and seals the with Life day month 1974 month 1974 year first above written.

Sumanda thoch

Chairman

Paracerco Pally Damevays Sames his.

Hony. Secretary

"ITMOSPOO P4.

ment Med

Witness:

- 1. Barindra Parond Routh, Calcutto- 60.
- 2. Nicanjan Lutta Prisses. P. 179. Parnasrealally, Calcutta-60.

BEHALA CALCUTTA - 60 SCHEME PLOT NOS 387 & 387/A 382, 386 SCALE 50=1" 30-0 W L D E R O A D 387/A O α

THE KOLKATA MUNICIPAL CORPORATION

HEALTH DEPARTMENT

5. S. N. Banerjee Road, Kolkata- 700 013.





No. 0043186

FORM 6

DEATH CERTIFICATE

FREE COPY)

(Issued u/s 12/17 of the RBD Act. 1969 and Rule 9/14 of the WBRBD Rules 2000)

M.G.E.C. (T)

This is to certify that the following information has been taken from the original record of death which is the register for (Local Area - Kolkata) District - Kolkata of State - West Bengal.

Name of the deceased

BARENDRA CHANDRA LAHIRI

Sex (Male / Female)

MALE

Age :

Date of Death

24/01/2011

Place of Death

VIVEKANANDA H. & R.I.

Name of Father /Husband

of the deceased.

S/O LATE SARAT CHANDRA LAHIRI

Name of Mother of the deceased :

N/A

Address of the deceased at the

time of death

N/A

Permanent Address of the

deceased

387A, PARNASHREE PALLI

KOLKATA-700060

W.B.

Registration No.

HG811/2011/001415 (OLD REGN. NO:- 1462)

Date of Registration

24/01/2011

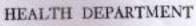
Date

24/01/2011

Signature of the Issuing Authority

BRANCAG GRAN

THE KOLKATA MUNICIPAL CORPORATION





a



17061



Form No.-6

(Sec Rule 9, W. B. Birth & Death Registration Rules)

DEATH CERTIFICATE

(Issued under Section 12|17 of R.B.D. Act 1969)

	(1850ed under Section 1211 of R.D.D. Met 1909)	
This is to	certify that the following information has been taken from the	
original re	rd of death which is the register for (Local Area)	
Kolkata o	State West Bengal.	
Name	Tyoti Lahitei :Tyoti Lahitei :Andra Lahiri . :3874 forta Pannassee Kot, 60 .	
Name of	wher Husband Sre Darendry	
Address	:387A take Pannessee Kot, 00	
Sex	: Femele Missy.	
Date of	Death 124-01-2004	
Place of	Death	
Registra	on No. :01135/04/T	
Date of	egistration : 24 01 Zety	
Date of		
	Signat St of issuing authority	
7.1	-01 2004 BURNINSeal HAT	
Date	THE K. M. Q.	
	The same and the	

No Disclosure shall be made of particulars regarding the cause of death as entered in the Register. See proviso to Section 17(1).

C. P.-70-29-10-2003-1.00,000.



বন উপ্তিটি TEN ক্রম প্রিটি RUPEES ক.10 Rs.10

INDIA NON JUDICIAL

পশ্চিমকর্গ पश्चिम वंगाल WEST BENGAL

77AB 855796

IN THE COURT OF the Latist Class Judicial Magistrate at Alipore.

AFFIDAVIT

I, SMT MADHUCHHANDA MAITRA, wife of Shri Niranjan Maitra & daughter of Late Barendra Chandra Lahiri and Late Jyoti Lahiri, by occupation Housewife and by faith P. S. Parnasted, Hiridu, of Kolkata Municipal Corporation Premises No. 32, Parnasree Pally, Kolkata – 700060, do hereby solemnly declare and affirm as follows:-

- 1. That Jyoti Lahiri, died intestate on 24.01.2004 leaving her only husband and only daughter respectively, as her legal heir/heiress and successors to her estate. She left no other heir/heiress and successors.
- That said Jyoti Lahiri, now deceased was the sole owner of Kolkata Municipal Corporation Premises No. 32, Parnasree Pally, Kolkata-700060, allotted and sold by Parnasree Pally Samavaya Samiti Limited through a Memorandum of Agreement, Dt. 22.05.1974.

- 3. That Barendra Chandra Lahiri died intestate on 24.01.2011 leaving his only daughter as his legal heir/heiress and successors to his estate.
- 4. That presently I, SMT MADHUCHHANDA MAITRA hence become the sole owner of the said property. There is no other claimant the property other than me.

That the above statements are true to the best of my knowledge and belief.

Identified by me,



Madhuchhanda Maitora DEPONENT

IDENTIFIED BY ME

Advacate

F- 2414/02

lemnly affirmed before me ans aa. 28 .month .0 6 ... 2022/23 b.