



23+4+50  
 23+4+50

Registrar of Assurances

800

28.9.91

A. 429  
 E. 14  
 9. 55  
 mo. 25  
 no. 4  
 527

THIS INDENTURE OF SALE made this 28<sup>th</sup> day of September

One thousand Nine hundred and Ninetyone BETWEEN  
RAY NAGAR COOPERATIVE HOUSING SOCIETY LIMITED, a Coopera-  
 tive Society registered under the West Bengal Cooperative  
 Societies Act, 1973 now governed by the West Bengal Coop-  
 erative Societies Act, 1983 bearing registration No. 39/24  
 parganas having its registered Office at Roy Nagar ( south )  
 P.O. Bansdroni, P.S. Regent Park, District 24-parganas, Cal-  
 cutta-700 070 hereinafter referred to and called the 'VENDOR'

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 no 4  
 527

Sale - Conf. - but  
 40,000



contd.../2.

Certified that a Single Stamp of Rs. ...  
Document Number ...  
Furnish so as to ...  
Amount As follows ...

200  
750  
500  
500

6262 Milon Sarkar  
Rajmohan John Dasgupta  
200  
Cal 70

Licensed Stamp Vendor  
of Presidency Small Courts Act  
2 & 3, E. B. Bay Road, Cal-1

27 SEP 1991



12/10/91  
28th Sept 91  
Abani Mahan Gupta  
Chairman Exct

For  
Registrar of Assurances  
28.9.91

Abani Mahan Gupta

Abani Mahan Gupta Secy.  
Rohi Shankar Saha. via chairman  
Dipak Kumar Gupta Secy.  
of Bay Nagar Coop Housing  
Society Ltd of Bay Nagar Boro  
- Daria Calcutta + Milon Sarkar  
s/o Late Dehanda Begun Sarkar  
of the same place + Sekhar  
Sister s/o Late Beloni Lal Sarkar  
of No. 43 Barshahi Post Cal-8

Abani Mahan Gupta

FOR HUYNAE LTD.  
Y LTD.  
FOR HUYNAE LTD.  
Y LTD.

For  
Sukdev Das s/o J. Das.  
of No. 10 K. S. Bay.  
Barid Cal-1. Hindu  
Senia

For  
Registrar of Assurances  
Calcutta

28.9.91

Milon Sarkar

Sekhar S. B.

Swa Danda

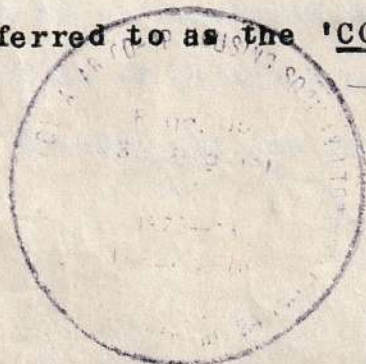


-: 2 :-

(which term or expression shall unless excluded by or repugnant to the context mean and include his successors and assigns) of the ONE PART :

A N D SRI MILAN SARKAR son of Late Debendra Bejoy Sarkar, by faith Hindu, by Occupation Service, residing at the Housing Complex of the Roy Nagar Cooperative Housing Society Limited, Roy Nagar (South), Banskroni, Calcutta-700 070 hereinafter referred to and called the 'PURCHASER' / <sup>MEMBER</sup> (which term or expression shall unless excluded by or repugnant to the context to be deemed to include his heirs, executors, successors representative or assigns) of the SECOND PART :

A N D SRI SEKHER SARKAR son of Late Benari lal Sarkar, by Caste Hindu, by Occupation Service, residing at 43, Baisali Park, Calcutta-700 084 hereinafter referred to as the 'CONFIRMING PARTY' of the THIRD PART :



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Certified that a  
of Rs  
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Furnish so as to Make  
Amount Are as Follow

800 /  
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Name 62162. Milton Sank  
Add. Rainapur Sanki Prasad  
No. 50

Licensed Under the  
of Presidency Small Courts Act  
2 & 3, K. S. Ray Road, Co

27 SEP 1991

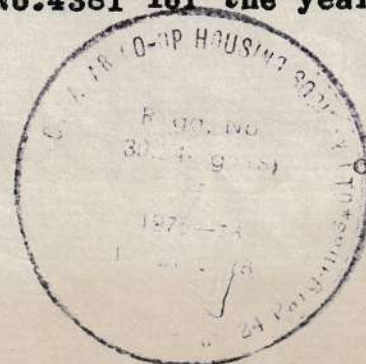


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WHEREAS :

1. The Vendor owned and possessed amongst other properties the plot of land measuring 1 Bigha, 13 Cottahs and 4 Chittacks being Khatian Nos.411, 412 and 413 Dag No.235 & 236 in the District of 24-Parganas, the details of which have been stated in the Schedule in a Deed of Sale dated 2.6.1976 which was registered at the office of the district Registrar Alipore hereinafter called the SAID LAND.
2. The object for which the Vendor was formed as stated in the Bye-laws inter-alia is to establish on Cooperative basis settlement of Housing Scheme for its members by affording facilities for having a house and ultimately to develop as far as practicable the settlement as established into self-sufficient communities.
3. The Society with a view to build up residential project developed the lands acquired by it by levelling the same and has constructed the roads therein according to a scheme plan and divided the lands abutting the said roads into small plots numbered serially for identification.
4. The Vendor/Society originally allotted the land being plot No. 6 measuring 2 Cottahs 24 square feet hereinafter referred to as the said PROPERTY and more fully described in the Schedule written hereunder to Sri Sekhar Sarkar.
5. The Vendor Society transferred the said plot of land to Sri Sekhar Sarkar on 25.4.1981 by a registered Deed of Conveyance which was registered at the office of District sub-Registrar Alipore, and recorded at Deed No.4381 for the year 1981.



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Registrar of Assurance

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6. The Original allottee Sri Sekhar Sarkar at his own desire relinquished released the aforesaid property in favour of the Vendor/Society for ultimate allotment in favour of Sri Milan Sarkar the Purchaser/Member herein to which the Vendor/Society has agreed to do so.

7. The said Deed of Relinquishment was executed and registered in favour of the Vendor/Society on 28/9/91 and said Deed was registered at the office of the Registrar of Assurance, Calcutta Being No. 14141 for the year 1991 details of the property as covered in the said Deed specifically mentioned in the Schedule written hereunder.

8. The Purchaser/Member requested the vendor for execution and registration of a proper Deed of Conveyance in favour of the Purchaser/Member at a consideration of Rs.40,000/=(Rupees forty thousand) only as already paid to Sekhar Sarkar, the Original allottee and the Vendor has agreed to transfer the said property in favour of the Purchaser/Member herein by a proper Deed.

THIS INDENTURE WITNESSETH that in pursuance of the above premises and in consideration of the sum of Rs.40,000/=(Rupees forty thousand) only of the value of land the Vendor/Society doth hereby grant convey transfer to and unto the purchaser ALL THAT piece or parcel of land with structure measuring 2 Cottahs 24 square feet in sub-plot No.6 more or less particularly described in the schedule below free from all charge encumbrances attachments liens and lispendants together with trees, plants, ditches, wells, fences, drain water, water courses paths ways passages access liberties, rights, lights easement appendages and appurtenances whatsoever to the said lands



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Calcutta

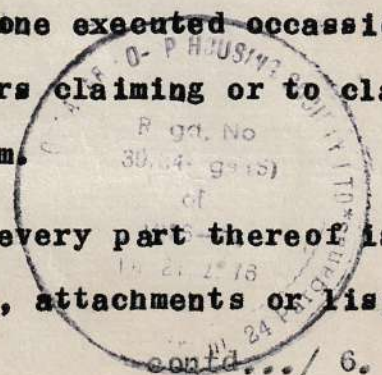
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and every part thereof belonging to or in anywise appurtenant thereto usually held occupied therewith reputed to belong to or be appurtenant thereto and all the estate right title interest or claim or demand whatsoever both at law and in equity of the said Vendor/Society unto or upon the said plot and every part thereof and all the deeds evidence, writings documents and muniments of title whatsoever relating to the same and building Plan No. BR 276 of 1989-90 sanctioned by the Calcutta Municipal Corporation TO HAVE AND TO HOLD the same unto the Purchaser absolutely and forever subject to the provision of West Bengal Cooperative Societies Act, 1983 and Rule framed thereunder and the Bye-laws of the Society.

THE VENDOR/SOCIETY SUCCESSORS AND ASSIGNS DOTH HEREBY COVENANTS WITH THE PURCHASER/MEMBER AS FOLLOWS :

1. That notwithstanding any thing done by the Vendor/Society or any of its successors or interest and vendor/society has good right full power and absolute authority to sell transfer and convey the said land unto the Purchaser/Member with delivery of possession as aforesaid in the way and manner hereby done or intended to be done.
2. That the Purchaser/Member and all persons claiming through or under it may at all times hereafter held own and possess the same and receipt the rent issues and profits thereof without any eviction interruption claim demand whatsoever and well and sufficiently defended kept harmless and indemnified of and encumbrances attachments whatsoever had made done executed occasioned or suffered by the Vendor or its successors claiming or to claim by from through under or in trust for them.
3. That the said lands and premises and every part thereof is free from all encumbrances liens, charges, attachments or dispen-





Registrar of Assurances

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28/9/21

dents and that no suit or other legal proceedings is pending in any court in which the said land and premises or any part thereof is in any way directly or indirectly encumbered or affected or involved. That there has not been at any time any claim adverse to the said land.

4. That the Vendor/Society its successors claiming through or under it or in trust for it shall at all times hereafter at the request and cost of purchaser or persons claiming through or under it do or execute or cause to be done and executed all such further acts deeds and things as may reasonably be required for more perfectly assuring the said land and premises unto the Purchaser/Member.

5. The Vendor/Society shall make good all losses that the purchaser/Member may suffer or be put to fix any incorrectness in the recitals herein made or for any defect weakness or deformity of its free and clear title as herein stated or for any breach in several covenants herein made.

6. The Purchaser/Member shall be liable to pay directly the Municipal taxes rates and other outgoings payable and or to be payable hereafter in respect of the said property.

7. The Purchaser/Member shall also be entitled to sell/mortgage lease or otherwise transfer the property hereby conveyed only for residential purpose subject to the provisions of the West Bengal Cooperative Societies Act, 1983 Rules framed thereunder and registered Bye-laws of the Roy Nagar Cooperative Housing Society Limited.

8. The Purchaser/Member has right to mutate his name in the Assessment Register of the Calcutta Municipal Corporation.



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Registrar of Assurances  
Calcutta

28-9-91

9. It is agreed by the purchaser and Vendor that the 3~~(three)~~ feet wide passage at the Western Side of Plot No. 6 shall be used jointly with purchaser and owner of plot No. 7 only to egress and ingress to and from main Road to their respective plots specifically mentioned in side plan annexed hereto and marked by Red border.

10. **The confirming Party accepts this transfer unto the purchaser.**

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land being Roy Nagar Cooperative Housing Society Scheme (layout) plot No. 6 containing by admeasurement an area of 2 (two) cottahs 24 square feet with structure be it little more or less comprised in Dag No. 236 (two hundred thirtysix) under Khatians 411, 412 & 413, Touzi Nos. 3, 4 & 5 within Mouza Roy Nagar, J.L. No. 47, R.S. No. 175/29 sub-registry Alipore, within police station Regent park, 24 parganas and Building plan No. BR 276 of 1989-90 sanctioned by Calcutta Municipal Corporation butted and bounded in the manner following:

B O U N D A R Y

ON THE NORTH	:	12' feet wide common passage
ON THE SOUTH	:	Society's layout plot No. 7.
ON THE EAST	:	Society's layout plot No. 5.
ON THE WEST	:	Society's layout plot No. 8.

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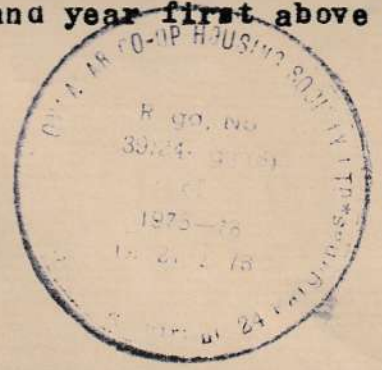
Registrar of Assurances

Calcutta

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IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and affixed Common seal the day month and year first above written.

SIGNED SEALED AND DELIVERED by the within mentioned VENDOR Viz: Roy Nagar Cooperative Housing Society Ltd., pursuant to a resolution of the Board of Director passed on 28-6-76 in the presence of :



1. RABI RANJAN SARKAR
2. ABANI MOHAN GUHA.
3. DIPAK KUMAR GUPTA

For ROYNAGAR CO-OP HOUSING SOCIETY LTD.

*Sarkar*  
Treasurer. | Secretary. | Vice-Chairman.

For ROYNAGAR CO-OP HOUSING SOCIETY LTD.

*Abani Mohan Guha*  
Treasurer | Secretary. | Vice-Chairman.

For ROYNAGAR CO-OP HOUSING SOCIETY LTD.

of the Society who have respectively signed these presents for and on behalf of Society in the presence of :

*[Signature]*  
Treasurer. | Secretary. | Vice-Chairman.

1. *Suk Devadas*  
10, K.S. Roy Road
2. *Samin Banerjee*  
10, K.S. Roy Road  
Calcutta - 700001.

SIGNED AND DELIVERED by the within mentioned PURCHASER Viz: Sri Milan Sarkar in the presence of :

*- Milan Sarkar*  
Purchaser/Member

1. *Suk Devadas*
2. *Samin Banerjee*

SIGNED AND DELIVERED by Sri Sekhar Sarkar - CONFIRMING PARTY who accepts this Transfer in the presence of :

*- Sekhar Sircar*

1. *Suk Devadas*
2. *Samin Banerjee*

*Drafted by me*  
*Kavali Charan Karmakar*  
Advocate  
Calcutta



Registrar of Assurance

Calcutta

28 9-91



*Kept*

DATED THIS 28<sup>th</sup> DAY OF Sep.

Doc No I  
Serial No 344  
Page 40 to 50  
Being No 14143  
For the year 1991

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BETWEEN

RAY NAGAR COOPERATIVE HOUSING  
SOCIETY LIMITED.

*Be*

Registrar of Assurances  
Calcutta

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A N D



SRI MILAN SARKAR

Deed of Sale  
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Registrar of Assurances  
Calcutta

*2090*