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THIS INDENTURE made this 17 that any of May Two Thousand Five BETWEEN SRI NITYANANDA SIKDAR, son of Basanta K. Sikdar, deceased, by faith Hindu, by occupation business, residing at 56/1, K.P. Mukherjee Road, Kolkata – 700 008, hereinafter referred to as the "VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and legal

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representatives and/or assigns) of the ONE PART AND PRANTIK COOPERATIVE HOUSING SOCIETY LIMITED, a duly registered Society
registered under the West Bengal Cooperative Societies Act, 1973, represented by
its secretary Someraj Mukherjee, having its registered office at 32/5, Sahapur
Colony, (West), Ground floor, New Alipore, Block-J, Kolkata — 700 053,
hereinafter referred to as the "PURCHASER" (which term or expression shall
unless excluded by or repugnant to the subject or context be deemed to mean and
include its successor and/or successors-in-office and/or assigns) of the OTHER
PART:





WHEREAS Tinkari Mistry and Rabial Hussain Mistry owned and possessed 25 Satak of land recorded in R.S. Khatian No.1593 to 1601, 1968 to 1971, R.S. Dag No. 145 & 146, J.L. No.8, Touzi No.93 and 101, R.S. No.179, Mouza Sahapur, P.S. Behala, District South 24-Parganas, under South Suburban Municipality (presently under the Kolkata Municipal Corporation) having 10 annas and 6 annas shares respectively by a registered Deed of Partition dated 16th March, 1929, registered with the office of Sub-Registrar at Alipore and recorded in Book No.7, Volume No.9, Pages 158 to 159, Being No.714 for the year 1929.

AND WHEREAS while in peaceful possession of their said share the said Tinkari Mistry died on or about 1935 his wife having predeceased him leaving behind him two sons namely 1) Golam Kader, 2) Golam Jilani and six daughters namely a) Jobeda Khatoon, b) Obeda Khatoon, c) Salema Khatoon, d) Saeara Khatoon, e) Sabila Khatoon and f) Rahila Khatoon who inherited the entire 10 annas share of and in the said property left by the said deceased.

AND WHEREAS the aforesaid Saera Khatoon died sometime in 1939 leaving her surviving husband Arshed Ali and her brother's and sister to inherit her share in the said property.

AND WHEREAS thereafter the said Golam Jilani died unmarried and intestated sometime in the year 1939 and her share in the property devolved upon his surviving brother and sister above named.





AND WHEREAS thereafter the said Golam Kader the other son of Tinkari Mistry died in the year 1940 leaving him surviving four sons namely 1) Golam Mohammad, 2) Golam Hossain, 3) Golam Ahmed and 4) Golam Ali and daughter Fatema Khatoon and his widow Khodeja Khatoon as his sole heir and they were in peaceful possession of the said property in the share of said Golam Kader.

AND WHEREAS on the death of aforesaid Sarea Khatoon, her share in the said property was inherited by her two surviving brothers, five sisters and her husband Arshed Ali who inherited in his share land measuring 8 Chittacks and recorded in R.S. Khatian No.1970 and R.S. Dag No.145 and 146.

AND WHEREAS the other co-owner Rabial Hossain died on or about 1933 leaving him surviving son Sk. Noor Hossain and three daughters namely 1) Jamila Khatoon, 2) Rahima Khatoon and Marium Bibi and his widow who inherited the entire 6 annas share in the said property.

AND WHEREAS the wife of said Rabial Hossain died on or about 1958 leaving her surviving abovenamed son and daughters as her legal heirs.

AND WHEREAS the owners had instituted a partition suit for partition of the property by metes and bounds being Suit No.84 of 1958 Mst. Marium Bibi & Ors. Vs. Golam Mohammad & Ors. in the Court of Ld. 7th Sub-Judge at Alipore.

AND WHEREAS by an order passed by the said 7th Sub-Judge, the said partition suit was decreed on compromise and decree was passed.



AND WHEREAS the aforesaid Arshed Ali remarried the Khairunnessa Bibi sometime in 1943 and had 4 sons and 4 daughters by his second wife the aforesaid Khairunnessa Bibi namely Sk. Anwar Ali, Sk. Ashraf Ali, Sk. Munsef Ali, Sk. Liaquat Ali, Badrunnessa Bibi, Kamarunnessa Bibi, Hamidunassa and Lutfunessa, and on the death of aforesaid Arshed Ali the said Sons & daughers jointly inherited the share of the said Arsad Ali, deceased in the property i.e. the 8 chittacks of land.

AND WHEREAS the said Khairunnessa Bibi died intestate on 11th December, 1994 leaving behind her the aforesaid four sons and four daughters, who jointly inherited undivided piece or parcel of land measuring 8 Chittachs as recorded as R.S. Khatian No.1970, R.S. Dag No.145, 146 at Mouza Sahapur.

AND WHEREAS by a Deed of Conveyance dated 22rd day of May, 1995 executed between (1) Sk. Anwar Ali, (2) Sk. Asraf Ali (3) Sk. Munsef Ali, (4) Sk. Liaqat Ali, (5) Badrunnessa Bibi, (6) Kamrunnessa Bibi, (7) Hamidunnessa and (8) Lutfunessa, therein referred to as the Vendor and Nityananda Sikar, therein referred to as the Purchaser, herein referred to as the Vendor and registered with the office of the Additional District Sub-registrar Behala, Dist. South 24-Parganas in Book No.1, Volume No.32, Pages 451 to 462 Being No.1472 for the year 1996, whereby and whereunder the said Vendor sold, granted and conveyed. All That undivided share in All That piece and parcel of Bastu land heriditament and premises together with old structures standing thereon or part thereof containing an area of 8 chittacks be the same a little more or less lying and situate at and being portion of land out of total 25 satak i.e. 15 cottahs of total land more or less in R.S. Dag No.145 and 146



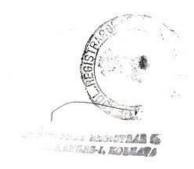
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under R.S. Khatian No.1970 in Mouza Sahapur, P.S. Behala District 24-Parganas, South, free from all encumbrances, liabilities charges liens and attachments whatsoever for or at a consideration mentioned therein.

AND WHEREAS thus the Vendor is absolutely seised and possessed of and/or otherwise well and sufficiently entitled to the said undivided 8 Chittacks of land whereas the purchaser herein is the owner of the remaining undivided area of and in 25 Satak of land in R.S. Dag No.145 and 146.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT undivided share or interest in piece and parcel of Bastu land heriditament heredeterments and premises together with structures standing thereon or part thereof containing an area of 8 chittacks of land be the same a little more or less lying and situate at and being an undivided portion of land out of total 25 satak i.e. 15 cottahs of total land more or less in R.S. Dag No.145 and 146 under R.S. Khatian No.1970 in Mouza Sahapur, P.S. Behala District 24-Parganas, South, together with all easement right and liberties connected and related thereto, morefully and particularly described in the Schedule hereunder written (hereinafter called the "said property") for or at a consideration of Rs.1,25,000/-(Rupees One Lakh Twenty Five Thousand) only free from all encumbrances, lien lispendens, charges whatsoever, morefully mentioned and described in the Schedule hereunder written;

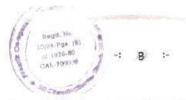
NOW THIS INDENTURE WITNESSETH that in pursuance of the said
Agreement and in consideration of the said sum of Rs.1,25,000/- (Rupees One Lakh
Twenty Five Thousand) only to the Vendor paid by the purchaser on or before the





execution of these present (the receipt whereof the vendor doth hereby as well as by the Memo hereunder written admit and acknowledges of and from the same and over thereof doth hereby acquit release and forever discharge the purchaser) the vendor doth hereby sold, grant, convey, transfer, assign and assure unto and in favour of the purchaser ALL THAT undivided share or interest in All That piece and parcel of Bastu land together with structures standing thereon or part thereof containing an area of 8 chittacks be the same a little more or less lying and situate at and being an undivided portion of land out of total 25 satak i.e. 15 cottahs of total land more or less in R.S. Dag No.145 and 146 under R.S. Khatian No.1970 in Mouza Sahapur, P.S. Behala District 24-Parganas, South, together with all easement right and liberties connected and related thereto, more fully described in the Schedule hereunder written (hereinafter referred to as the "said property") free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, acquisitions, requisitions, alignments and trusts whatsoever TOGETHER WITH ALL structures, ways, walls, compounds, areas, path. passages, sewers, drain ways, common fences, water, water courses, lights, rights, liberties, privileges, easements and appurtenances whatsoever to the said land and premises belonging or in any wise appertaining or usually held or enjoyed therewith or reputed to being or be appurtenant thereto AND the reversion or reversions remainder or remainders rents issues and profits thereof and of every part thereof AND ALL the estate right title interest claim or demand whatsoever of the Vendor into or upon the said land and property or any part thereof TOGETHER WITH ALL Deeds Pattas and monuments of title whatsoever in anywise relating to or concerning the said hereditaments and premises or any part thereof which now are or is hereafter shall or may be in the possession power or control of the Vendor, his

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heirs, executors, administrators, representatives and assigns or any other person or persons from whom he may procure the same without any action or suit TO HAVE AND TO HOLD the said messuage land hereditament and premises hereby granted or otherwise expressed or intended so UNTO AND TO THE USE of the purchaser absolutely and forever and the vendor doth hereby covenant with the purchaser that notwithstanding any act deed or thing by the vendor done executed or knowingly suffered to the contrary, the vendor is now lawful rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or otherwise expressed or intended so to be and every part thereof for a perfect and indefeasible estate of inheritances without any manner of conditions use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act deed or thing whatsoever as aforesaid the vendor has now in himself good right full power and absolute authority to grant the said land and property hereby granted or otherwise expressed so to be UNTO AND TO THE USE of the purchaser in manner aforesaid and the purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land and property AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the vendor or any person or persons lawfully or equitably claiming from under or in trust for her AND THAT the vendor and all person or persons having or lawfully or equitably claiming any estate or interest in the said land and premises or any part thereof from under or in trust for the vendor shall and will from time to time and all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts deeds and thing whatsoever for further better and



more perfectly assuring the said messuage, land, hereditament and premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required AND that the vendor doth hereby also covenant with the purchaser that the vendor shall and will unless prevented by fire or some other inevitable accidents from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser its heirs, executors, representatives and assigns produce or cause to be produced to the purchaser or at any trial hearing commission or examination or otherwise as occasion may or shall require all or any of the deeds and writings mentioned hereinabove for the purpose of evidencing the title to the said land hereditament and property so belonging to him as aforesaid or any part thereof AND ALSO will at the like request and cost deliver or cause to be delivered unto the purchaser such attested or other copies or extracts from the said deeds and writings or any of them as the purchaser may require and in the meantime unless prevented as aforesaid shall keep the said deed and writing safe unoblitereated and uncancelled.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces and parcel of Bastu Land measuring an area of 8 (Eight) Chittacks more or less with old structure in the part of R.S. Dag No.145 and 146. Khatian No.1970 at Mouza Sahapur. Pargana Magura, J.L. No.8, Touzi No.93 and 101. P.S. Sub-Registrar Behala, District: 24-Parganas (South), at Binova Bhabe Road within the limits of Kolkata Municipal Corporation S.S. Unit, Ward No.119, butted and bounded—





ON THE NORTH:

Part of R.S. Dag No.147 and 148;

ON THE SOUTH :

R.S. Dag No.143;

ON THE EAST

Portion of R.S. Dag No.150 and 151;

ON THE WEST

Portion of R.S. Dag No.141 and 142.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

gertionantes gintar

by the "VENDOR" at Calcutta

in the presence of:SUJAZ SARKAR JUDOLOWAN
P-5T UDAYAN PARIL

KOZ - 7=0053

Carest broad than

Nigh Court, Cal.

SIGNED SEALED AND DELIVERED

by the "PURCHASER" at Calcutta

in the presence of :-



COURTON SE RESIDERAR SE COURTANGE DO 1, EQUALOS RECEIVED of and from the within named

Purchaser the within mentioned sum of

Rs.1,25,000/- (Rupees One Lakh Twenty

Five Thousand) only being the consid-

eration as per memo below :-

Rs.1,25,000.00

Paid by cash amounting to 8s. 1.85000f. (On lock Twenty Fine Thousand) Of

→ 1,25,000f-

1,25,000 -

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WITNESSES:

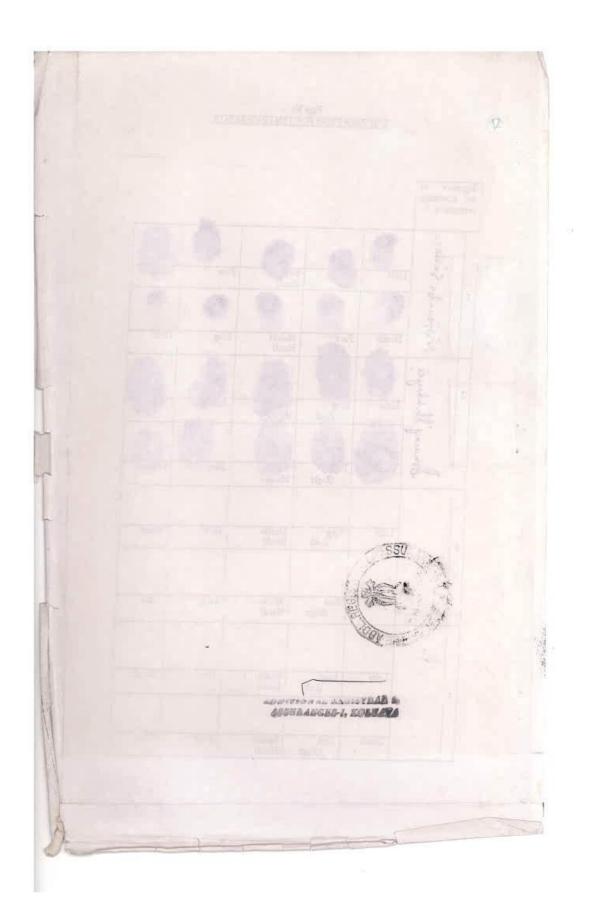




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SITE PLAN AT MOUZA - SAHAPUR PART OF R.S. DAG NO. 145 AND 146 KHATIAN NO. 1970, TOUZI NO. 93 AND 101 JL NO. 8 R.S. NO. 179 GIÚDER K.M.C. S.S. UNIT. WARD NO. 119 P.S. BEHALA DIST. SOUTH 24 PARGANAS.

AREA OF SOLD/CONVEYED UNDIVIDED 8CH. OUT OF R.S. DAG NO.-145 &146 NAME OF VENDOR - NITYANANDA SIKDAR

NAME OF PURCHAGED - PRANTS CO-OPERATIVE HOUSING SOCIETY LTD. REGD. NO. 10/24 OF 1979 -80

SCALE :- ["-20"

DEBJIT ADHIKARI
Registered Architect
Council of Architecture
Regn. No. CA/88/11848

For Prantik Co-operative Bousing Society tra , Someroy Withyte 'Beatsuir'

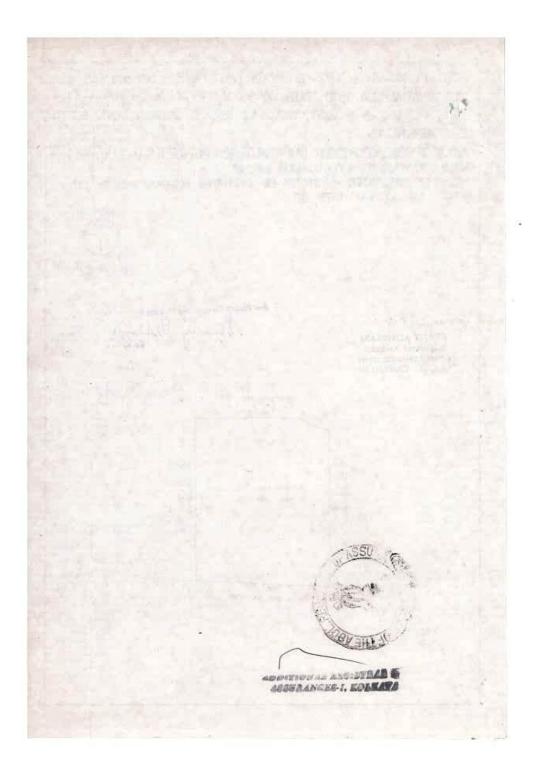
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DAS NO. 145

AND 146

96-0"

R 5 DAG NO. 148





DATED THIS 17^{17} DAY OF May 2005

BETWEEN

SRI NITYANANDA SIKDAR

... VENDOR

- A N D -

PRANTIK CO-OPERATIVE HOUSING

SOCIETY LIMITED.

... PURCHASER

III 6 05

CON

CONVEYANCE

ABBRESS A REGISTRAS

Scarriedas

V. BHATIA & ASSOCIATES ADVOCATES 10, KIRAN SHANKAR ROY ROAD, 1ST FLOOR, KOLKATA - 700 001