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Timir Baran Majumder



Sonaj Majumder  
5.45 PM

Manish Shah

Himanshu Kotecho

Chandra Lal Majumder

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar  
Behala, South 24 Parganas

05/5/2010  
66.05.2010

Visit Case No.- 379 For 2010.

J(1) (a)/K(2)(a) = 250.00

J(2)/K(2) = 188.00

Total Rs. = 438.00

A.D.S.R. (Behala)  
05/05/2010

Paid on 05.5.2010

**THIS INDENTURE** is made this the 5th day of May Two Thousand and Ten (2010) **BETWEEN SRI TIMIR BARAN MAJUMDER**, Son of Late Nirmal Kanti Majumder, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at 66, Sil Thakur Bari Road, now Bincya Bhabe Road, P.S. Behala, Kolkata - 700 038, hereinafter called and referred to as the "**OWNER/VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, administrators, legal representatives and assigns ) of the **ONE PART** :

Manish Shah



V.T./  
NO-1154

Prantik Co-operative Housing Society Ltd.

Manish Shah

Secretary



V.T./  
NO-1155

Prantik Co-operative Housing Society Ltd.

Himanshu Kotecho

Treasurer.



V.T./  
NO-1156

Prantik Co-operative Housing Society Ltd.

Soumya Mukherjee

Chairman



V.T./  
NO-1157

Prantik Co-operative Housing Society Ltd.

Chandralekha Dey

Vice-Chairman



V.T./  
NO-1158

Timir baran Majumdar  
Identified by me  
A. Shukla  
S/o Late Atal Ch. Dey  
66, Seal Thakurbari Rd.  
KOL-38  
Rtd. Engineer of C.P.T.

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**A N D**

**PRANTIK CO-OPERATIVE HOUSING SOCIETY LTD.**, a Society registered under the West Bengal Co-operative Society's Act, 1973 and its Registered No. 10/79 of 1979, having its Office at 157, Binova Bhabe Road, P.S. Behala, Kolkata - 700 038, represented by its **Chairman SRI SOMERAJ MUKHERJEE**, Son of Sri Chunilal Mukherjee, residing at 24E/1, M. N. Sen Lane, P.S. Regent Park, Kolkata - 700 040 and **Secretary SRI MANISH SHAH**, Son of Late J. Shah, residing at 4A, Santosh Roy Road, P.S. Thakurpukur, Kolkata - 700 008 and **Treasurer SRI HIMANSHU KOTECHEA**, Son of Late Vasanta Rai Kotecha, residing at 8/1, Sarat Bose Road, Police Station - Bhawanipur, Kolkata - 700020 and **Vice-Chairman SRI CHUNILAL MUKHERJEE**, Son of Late Radhagobinda Mukherjee, residing at 24E/1, M. N. Sen Lane, P.S. Regent Park, Kolkata - 700040, hereinafter called and referred to as the "**PURCHASER**" (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include its executors, successors, successors-in-office/interest and assigns) of the **OTHER PARTY** :

**WHEREAS** One Anwari Khatoon, Daughter of Late Md. Siddique seized and possessed of ALL THAT piece or parcel of Rayati land measuring 3 Cottahs 11 Chittaks 0 Sq. ft. together with structure standing thereon lying and situated in R.S. Dag No. 139 under Khatian No. 440 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, District Sub - Registry Office - Alipore and Police Station - Behala and within the then South Suburban Municipality by virtue of a Deed of Sale and the said Deed of Sale was registered in the Office of the Joint Sub-Registrar, Alipore at Behala and recorded in Book No. 1, Volume No. 3, Pages from 152 to 161, Deed No. 16 for the year 1959 from Sk. Junedur Rahman,



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Md. Yunus, Md. Yusuf Ali, both sons of Late Md. Noor Mohammad, Samsunnessa Bibi, Wife of Late Sk. Noor Mohammad and Kamrunnessa Bibi, Wife of Late Abdul Rahim, Daughter of Late Noor Mohammad. Sk. Tophijuddin, Son of Sk. Kali Jamadar of 46, Biren Roy Road (West), P.S. Behala, Kolkata - 700 034 .

**AND WHEREAS** the said Anwari Khatoon is well seized and possessed all that the said property as absolute owner thereof by paying rates and taxes to the Municipal authority which is known and numbered as Holding No. 20, Binabha Bhave Road and commonly known as 66, Seal Thakur Bari Road, P.S. Behala, within Ward No. 8 of the then South Suburban Municipality in the District of the then 24 Parganas now South 24 Parganas.

**AND WHEREAS** while in such possession Sri Bijay Kumar Sardar a monthly tenant under the said Anwari Khatoon in respect of 2 Bed Rooms made of pucca wall with R.T and corrugated tin roof with verandah with right of use of common privy paying rent at a rate of Rs.50/- per month according to English Calendar month failed and neglected to make payment of rent since June, 1967. The said Anwari Khatoon instituted a Suit for eviction of the said monthly tenant in the Ld. 5<sup>th</sup> Munsiff Court at Alipore, registered as T.S. No. 398/69 which has been transferred to the 3<sup>rd</sup> Addl. Court of Munsiff, registered there as T. S. No. 182 of 1970.

**AND WHEREAS** while in the suit was in progress before the 3<sup>rd</sup> Court of Addl. Munsiff at Alipore the tenant preferred a Civil Revision in Hon'ble High Court against the Order passed in an inter locutory matter.



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**AND WHEREAS** the case was remanded and it was transferred to Ld. 3<sup>rd</sup> Munsiff Court and registered as T. S. No. 200/73.

**AND WHEREAS** the said T. S. No. 200/73 was decreed on 27<sup>th</sup> day of May, 1978 whereupon the said Bijoy Sardar preferred an Appeal in the Court of the District Judge where it was registered as T. A. No. 558/78 and in the meantime due to death of the said Bijoy Sardar his heirs (1) Dhananjoy Sardar, (2) Bablu Sardar and six others were substituted and contested the same. The said Appeal was transferred to the Ld. 5<sup>th</sup> Court of Sub-Judge at Alipore for disposal.

**AND WHEREAS** the Ld. 5<sup>th</sup> Court of Sub-Judge has been pleased to dismiss the appeal on 28<sup>th</sup> day of February, 1979 confirming the judgment and decree dated 27.05.78 and 1.6.78 respectively passed by the Ld. 3<sup>rd</sup> Munsiff Court at Alipore vide T. S. No. 200 of 1973.

**AND WHEREAS** the said Dhananjoy sardar and others the heirs of deceased tenant Bijoy Sardar has preferred 2<sup>nd</sup> Appeal before the Hon'ble High Court, Calcutta being S. A. T. No. 1510 of 1979 (Sushila Sardar & Ors. - Vs - Anwari Khatoon) and civil Rule No. 3488 (S) of 1979 arose therefrom. The said appeal was subsequently numbered as S. A. No. 231 of 1980 and has been pending.

**AND WHEREAS** it has been agreed by and between the parties that the said Anwari Khatoon sold and transferred the aforesaid property and the purchaser shall purchase the same i.e. Rayati land measuring 3 Cottahs 11 Chittaks 0 Sq. ft. together with Roof Tile Shed structure measuring 200 Sq. ft. standing thereon lying and situated at R. S. Dag No. 139 under Khatian No. 440 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, District Sub - Registry Office - Alipore and Police Station - Behala and within the



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then South Suburban Municipality now within Ward No. 119 of The Kolkatta Municipal Corporation and it known and numbered as Municipal Holding No. 20. Binova Bhave Road, commonly known as 66, Seai Thakur Bari Road fully described in the Schedule hereunder written with all rights and liabilities arising out of and in connection with the aforesaid litigation with right to substituted in place and stead of the said Anwari Khatoon in the aforesaid suit Appeal and all proceedings there under now pending before the Hon'ble High Court and to proceed with the aforesaid litigation being in place and stead of the said Anwari Khatoon as mentioned above with right to enjoy the fruits of the litigation against the heirs of the Bijoy Sardar together with all arrears of rent available from Bijoy Sardar and his heirs.

**AND WHEREAS** after hearing the decision of the said Anwari Khatoon, the present Owner/Vendor herein purchased the aforesaid property with a valuable consideration mentioned therein by virtue of a Deed of Sale on 2<sup>nd</sup> day of May, 1985 and the said Deed of Sale Registered in the Office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 186, Pages 310 to 324, being No. 6469 for the year 1985.

**AND WHEREAS** during enjoyment of the said property the present Owner/Vendor herein due to some legitimate reasons decided to sell the said property morefully mentioned in the Schedule hereunder written to any intending Purchaser or Purchasers or or for the total consideration of Rs.8,00,000/- (Rupees Eight Lacs) only free from all encumbrances.

**AND WHEREAS** the Owner/Vendor herein agreed to sell the said property morefully mentioned in the Schedule below and the



  
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Purchaser has paid Rs.8,00,000/- (Rupees Eight Lacs) only as the total consideration amount to the Owner/Vendor and the Owner/Vendor received the same and acknowledge in the Memo of Consideration hereunder written.

**AND WHEREAS** the Purchaser has now requested the Owner/Vendor herein to execute this Deed of Conveyance in favour of the Purchasers in respect of the said Property free from all encumbrances, charges, liens, lispendens, attachments, mortgages, whatsoever absolutely and forever and the Owner/Vendor herein has agreed to execute the Deed of Conveyance in favour of the Purchaser.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of said Agreement and in consideration of the said sum of Rs.8,00,000/- (Rupees Eight Lacs) only paid by the Purchaser to the Owner/Vendor herein by Cash/Cheque morefully stated in the Memo of Consideration hereunder written at or immediately before the execution of these presents the receipt whereof the Owner/Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and forever discharge the said Purchaser, its executors, successors, successors-in-office/interest and assigns and everyone of them and also the said property, he Owner/Vendor as beneficial Owner **DOTH** by these presents indefeasibly grant, convey, transfer, sell, assign and assure unto the Purchaser, its executors, successors, successors-in-office/interest and assigns free from all encumbrances, attachment and other defects in title **ALL THAT** piece or parcel of Rayati land measuring more or less 3 Cottahs 11 Chittaks 0 Sq. ft. together with Roof Tile Shed structure measuring 200 Sq. ft. standing thereon lying and situated at R. S. Dag No. 139 under Khatian No. 440 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana



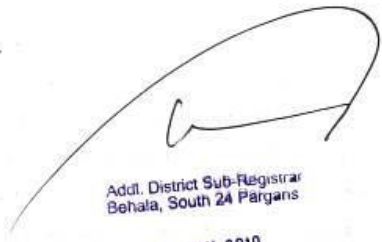
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– Magura, District Sub – Registry Office – Alipore and Police Station – Behala and known and numbered as Municipal Holding No. 20, Binova Bhabe Road, commonly known as 66, Seal Thakur Bari Road, P.S. Behala, Kolkata – 700 038 within Ward No. 119 of The Kolkata Municipal Corporation, in the District of South 24 Parganas morefully, particularly and specifically described in Schedule hereunder written and specifically delineated in Map/Plan annexed hereto and depicted by RED BORDER LINES and/or HOWSOEVER OTHERWISE the said property hereditaments, now is so are of heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH the land and ground whereupon or on part whereof the same is erected and built together further with all paths, passages, ways, sewers, drains, ditches, hedges, bushes, water, water courses and other former and ancient rights, lights, liberties, benefits, privileges, advantages, easements, appendages and appurtenances whatsoever to the said property or any part thereof belonging to or in anywise appertaining thereto or with the same or any part thereof usually held, used, enjoyed and occupied or reputed to belong or be appurtenant AND the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, interest, inheritance, use, trust, property, claim, demand and whatsoever both at law and in equity of the Owner/Vendor into and upon the said property, land, premises, messuages and every part thereof AND all the deeds, pattas, muniments, writings, evidence of title whatsoever relating to or concerning the said land, structure, premises, hereditaments and every part or portion thereof which now are of or hereafter may be in the custody, power, control, or possession of the Owner/Vendor, his heirs, executors, administrators, representatives and assigns or any person or persons from whom the said Owner/Vendor may procure the same without any lawful action



  
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or suit **TO ENTER INTO AND HAVE HOLD, OWN, POSSESS AND ENJOY** the said land, property, premises, hereditaments and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with its rights, members and appurtenance unto and to the use of the Purchaser, its executors, successors, successors-in-office/interest and assigns forever freed and discharged from or otherwise by the Owner/Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Owner/Vendor from these presents **AND** the Owner/Vendor **DOTH** hereby for himself, his heirs, executors, administrators, representatives covenant with the Purchaser, its executors, successors, successors-in-office/interest and assigns that **NOTWITHSTANDING** any act, deeds, things, matter whatsoever done, made, executed or knowingly suffered to the contrary the Owner/Vendor had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell, assign and assure the said land, premises, property, hereditaments hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the said Purchaser, its executors, successors, successors-in-office/interest and assigns in the manner aforesaid land, premises, property, hereditaments hereby sold or expressed or intended so to be unto and to the use of the said Purchaser in the manner aforesaid land, premises, hereditaments, property delivered possession of said property simultaneously with the execution of these presents **AND** the Purchaser, its executors, successors, successors-in-office/interest and assigns shall may at all times hereafter peaceably and quietly hold, possess and enjoy the said land, premises, hereditaments, property or every part thereof and pay the rents to the appropriate authority and receive the rents, issues and profits thereof without any lawful eviction, interruption, claims and demands whatsoever from or by the



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5. MAY 2010



Owner/Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for the Owner/Vendor or from or under any of his ancestors or predecessors in title **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerated, and released or otherwise by and at the costs and expenses of the Owner/Vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Owner/Vendor or any of his predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the Owner/Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for him the Owner/Vendor or from or under any of his predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser, its executors, successors, successors-in-office/interest and assigns do and execute, or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, its executors, successors, successors-in-office/interest and assigns according to the true intent and meaning of these presents as shall or may be reasonably required **AND FURTHERMORE THAT** the Owner/Vendor and his heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchaser, its executors, successors, successors-in-office/interest and assigns against loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Owner/Vendors or any breach of the covenants herein under contained.



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**FURTHER** the Owner/Vendor and all person/persons having lawfully or equitably claiming any estate or interest upon the said land premises, hereditaments, property or any part thereof from under or in trust for the Owner/Vendor shall and will from time to time or at all times hereafter at the costs and requests of the Purchaser do and execute or cause to be done and executed all such acts, deeds, things and matter whatsoever for further better and more perfectly assuring and conveying the said land, premises, hereditaments, property to and unto the said Purchaser shall or may be reasonably required.

The Owner/Vendor also declare that the property hereby sold has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien, lispendences or any attachments. The said property has not been acquired nor requisitioned by the Govt. or any Public Body nor any scheme nor the same falls under any alignment. There is no case, suit or proceedings pending before any court of law against the said property. The Owner/Vendor sold the said land and structure while having good marketable title therein and free from all encumbrances.

The Purchaser after making proper and sufficient enquiry and searching in the records of The Kolkata Municipal Corporation Sub-Registry Office, Land Revenue Office, Land Acquisition Office and also in the related office of Govt. of West Bengal for ascertaining the marketable title of the Owner/Vendor and the Purchaser is fully satisfied regarding the right, title and interest of the Owner/vendor in the said property.

If any error or omission of any sort is transpired in this Deed in future, the Owner/Vendor shall at all times hereafter at the costs and requests of the Purchasers do and execute or cause to be done and



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executed any supplementary Deed or Rectification Deed and / or Declaration in favour of the Purchaser herein.

**THE SCHEDULE ABOVE REFERRED TO :**

**(Description of the total Property hereby conveyed)**

**ALL THAT** piece or parcel of land measuring 3 Cottahs 11 Chittaks 0 Sq. ft. together with Roof Tile Shed structure measuring 200 Sq. ft. standing thereon lying and situated at R. S. Dag No. 139 under Khatian No. 440 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, District Sub - Registry Office - Alipore and Police Station - Behala and known and numbered as Municipal Holding No. 20, Binova Bhabe Road and commonly known as 66, Seal Thakur Bari Road, P.S. Behala, Kolkata - 700 038 and within Ward No. 119 of The Kolkata Municipal Corporation in the District of South 24 Parganas together with right, title, interest and proportionate ownership of 6' ft. wide passage on the West diverse plot holders of the said property along with right to take sewerage, drainage, telephone gas etc. connection over the said property. The said property shown and delineated in the plan annexed herewith with "RED" border lines which is the part of this Indenture being butted and bounded as follows :

- |              |   |   |
|--------------|---|---|
| ON THE NORTH | : | By Partly by 4' ft. wide passage and partly Land and Building of Prantik Co-operative Housing Society (the Purchaser herein).   |
| ON THE SOUTH | : | By Land of Sri Samir Guha being R. S. Dag No. 140.  |
| ON THE EAST  | : | By Partly R. S. Dag No. 147 and partly being land and building of Prantik Co-operative Housing Society Ltd. (Purchaser herein). |
| ON THE WEST  | : | By 6' ft. wide passage leading from 25' ft. wide Binova Bhabe Road thereafter R. S. Dag No. 137.                                |



  
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Behala, South 24 Parganas  
15 MAY 2010



**IN WITNESS WHEREOF** the Parties hereunto have put their respective hands, seals and signatures on the day month and year first above written.

**SIGNED, SEALED and DELIVERED**

by the Parties in the presence of :

**WITNESSES :**

1. Ashutosh Ghosh  
66, Seal Thakurbari Road,  
Kolkata - 38

2.

Biswajit Sikdar  
128/6 Moli Lal Gupta Road  
Kolkata - 8

Trinur Baran Majumdar

SIGNATURE OF THE OWNER/  
VENDOR

Prantik Co-operative Housing Society Ltd.

Somenaj Mukherjee  
Chairman

Prantik Co-operative Housing Society Ltd.

Mamun Shik  
Secretary

Prantik Co-operative Housing Society Ltd.

Himanshu Chakraborty  
Treasurer.

Prantik Co-operative Housing Society Ltd.

Chandrasekhar Majumdar  
Vice-Chairman

SIGNATURE OF THE PURCHASER



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15 MAY 2010



### MEMO OF CONSIDERATION

**RECEIVED** the within mentioned full consideration amount of Rs.8,00,000/- (Rupees Eight Lacs) only from the within mentioned Purchaser for the sale of the above mentioned property in the following manner.

### MEMO

By Cash or cheque on different dates

Rs.8,00,000.00

Rs.8,00,000.00

(RUPEES EIGHT LACS ONLY)

### WITNESSES :

1. *Ashutosh Chandra*

2. *Biswajit Sikdar*

*Timir Baran Majumdar*

SIGNATURE OF THE OWNER/  
VENDOR

Drafted by me

*Paranmukherjee*

Advocate

Alipore Judges' Court, Kol-27.

Typed by :

*Baisakhi Mukherjee*  
(Baisakhi Mukherjee)

13/A, S.Hari Mukherjee Road, Kol-34.



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5 MAY 2010



SITE PLAN OF PLOT "A" R.S. DAG NO.-139, KHATAN NO.-440, TOUZI NO.-93 & 101, R.S. NO.-179, AT MOUZA--SAHAPUR,  
J.L. NO.-8, P.S.--BEHALA, DIST.-24 PARGANAS (SOUTH), K.M.C. WARD NO.-119.

AREA OF LAND

= 3K-11CH-0SET

Prantik Co-operative Housing Society Ltd

*Soumya Mukherjee*  
Chairman

Prantik Co-operative Housing Society Ltd

*Manish Shaha*  
Secretary

Prantik Co-operative Housing Society Ltd.

*Himanshu Khatke*  
Treasurer

Prantik Co-operative Housing Society Ltd.

*Chandrabhan Majumdar*  
Vice-Chairman

*Timur Baran Majumdar*

SIG. OF VENDOR



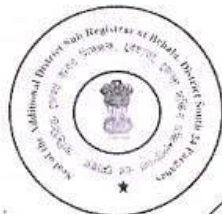


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- 5 MAY 2010

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 12  
Page from 989 to 1008  
being No 04670 for the year 2010.



(Ananda Mohan Dutta) 06-May-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA  
Office of the A. D. S. R. BEHALA  
West Bengal














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Behala, South 24 Parganas.

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					












Name .....

Signature *Timur baran Hajimudin*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name *SOMERAS MUKHERJEE*

Signature *Somer Mukherjee*

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	left hand					
	right hand					

Name *MADAN S.H. SHAH*

Signature *Madan Shah*



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	right hand					












Name .....

Signature .....

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name HIMANSHU KOTECHA

Signature Himanshu Kotecha

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name CHUNILAL MUKHERJEE

Signature Chunilal Mukherjee

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



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