

AND WHEREAS the Second Party, a member of the First Party (Society) had applied to the First Party for sale to him of a plot of land being plot No. 57 in the approved general plan of the Colony Scheme and measuring 3 Cottas in area and paid in full the estimated amount of Rs. 600/- the receipt whereof the First Party hereby acknowledges and had also agreed to be bound by the stipulations and restrictions contained in the Second Schedule hereto.

AND WHEREAS the First Party (Society) has now agreed with the Second Party to convey or sell unto the Second Party the Property (Plot No. 57) more fully described in the First Schedule hereto and delineated and coloured in the map or plan hereto annexed, at the price of Rs. 600/- subject to the stipulations and restrictions contained in the Second Schedule hereto but free from all other encumbrances.

NOW THIS DEED WITNESSES AS FOLLOWS :—

1. In pursuance of the aforesaid agreements and in consideration of the said sum of Rs. 600/- paid by the Second Party to the First Party (the receipt whereof the First Party hereby acknowledges) the First Party hereby grants, conveys and sells unto the Second Party All THAT piece or parcel of land fully described in the First Schedule hereto and delineated on the map or plan annexed hereto and thereon coloured red and marked plot (Lot) No. 57

TO HAVE AND TO HOLD THE SAME to the Purchased Second Party subject to the performance and observance of the stipulations and restrictions specified in the Second Schedule so far as the same are binding upon the Second Party Purchaser, but free from all other encumbrances.

2. The First Party hereby covenants with the Second Party as follows :

(a) The said Plot of land shall be quietly entered into and upon and held and enjoyed by the Second Party without any interruption of disturbance by the First Party or any person claiming through or under the First Party and without any lawful disturbance or interruption by any other person whomsoever :

3. The Second Party hereby covenants with the First Party as Follows :

That he shall observe the stipulations and restrictions mentioned in the Second Schedule hereto as the same are binding upon the Second Party.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land measuring 3 Kattas, be the same a little more or less, out of the entire lands measuring 4.78 acres (and being C. S. Plot Nos. 113, 114, 115, 116 and 117 J. L. No. 2 under Khatian 6 of in Mouza Basudebpur, P. S. Baranagar, ^{mainly} Sub-Registry Dumdum. District 24 Parganas acquired under the Land Acquisition Act by the Government of West Bengal and conveyed by the Government of West Bengal to the First Party under a registered Deed dated ^{15th of May, 1971}; the said piece or parcel of land of 3 Kattas being marked plot (lot) No. 57 and delineated on the plan annexed hereto and thereto and thereon coloured "RED".

SECOND SCHEDULE ABOVE REFERRED TO :

1. That the plot-holder 2nd Party shall observe the spirit of co-operation.
2. That the plot-holder 2nd party or his successors/transferees (by sale or otherwise) shall remain a member of the Society (First Party) and abide by the rules and regulations and conditions of the Society (first Party) which are existant or which may be framed in future.
3. That any taxes, rates, cesses or other inpositions that may be imposed on the land by the Government or other authorities shall be payable by the plot-holder (2nd Party).
4. That the said land shall be used ^{mainly} for residential purposes.
5. That the plot-holder (2nd Party) shall conform to and comply with all the conditions and regulations that are passed from time to time by the Society (first party) for the improvement of the Colony Scheme, the chief of which are—
 - (a) The plot-holder (2nd Party) must provide for sanitary W. C. in his plot (and by no means service privy).
 - (b) That the plot-holder (2nd party) must keep his holding under proper sanitary conditions.
6. That the common lands or tanks in the colony scheme will remain entirely under the control of the society (first party) and plot-holder (2nd Party) will have no individual right over them but they will be entitled to proportionate profits, if any accruing therefrom.
7. That in the event of any damage done by the plot holder (2nd party) to the roads, tanks other common/interest/property in the control of the Society (first party) he will be bound to make good the same forthwith. Otherwise the said damage would be restored by the society and the plot-holder (2nd party) will be liable for compensation for the said damage.

8. That violation of any of the terms and conditions in this respect will render the plot-holder legally liable.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the day and year first above written.

Benoy Ghosal Ghosh

Chairman

Narayan Chandra Basak

Secretary

SIGNED SEALED AND DELIVERED

THE HARRACKPORE SUB-DIV. CO-OP. TEACHERS COLONY SOCIETY LTD., AGARPARA.

১৯৪৩: ০৪: ২১-৪/৫১-

in the presence of :

1. Dilip Kr. Chakravorty
2. Mousmita Kumar Begun
3. ~~Ratan~~ ~~Chakravorty~~

Addition & Alterations:

1) Page 1 - 2nd line

• CO-OPERATIVE TEACHERS' COLONY in place of
• TEACHERS CO-OPERATIVE COLONY

2) Page-3 - 6th line

" 19th day of April " in place of ' 5th May '

3) Page-1 - 13th line & Page 3 - 2nd line

" now Bulgaria " in place of ~~affic~~ P.S. Baranaga

4) Page 3 - 4 Para of 2nd schedule

" mainly " affe. ' used '

Benoy Ghosal Ghosh

Chairman

Narayan Chandra Basak

Secretary



10/55 AM/PM
199

Bengal ...
Bengal ...

Executive ...
Binay ...
Chairman ...
Secretary ...
Sub-Div. ...
Barrackpore ...

Sub-Registrar
Barrackpore, Dum Dum
30/5/55

Binay Chandra Ghosh

Binay Chandra Ghosh

Chairman

Narayan Chandra Ghosh

Secretary

BARRACKPORE SUB-DIV. CO-OP. TEACHERS
COLONY SOCIETY LTD., AGARPARA.

Handwritten text in Bengali script.

Jointly ...
Nilaya Gopal Bhavnani
Ganga Chandra Bhavnani
Teacher's City
Belgaon ...
Barrackpore ...

Nilaya Gopal Bhavnani
Sub-Registrar
Barrackpore, Dum Dum
3/7/57

Sub-Registrar
Barrackpore, Dum Dum