

THIS DEED is made the

8th day of

1982

TEACHERS

BETWEEN BARRACKPUR SUB-DIVISION TEACHERS' CO-OPERATIVE COLONY SOCIETY

LIMITED, a Society registered under the Bengal Co-operative Societies Act having its registered Office at Teachers' Colony, P. O. Agarpara, 24 Parganas hereinafter referred to as the "FIRST PARTY" which term shall unless excluded by or repugnant to the context be deemed to include its successors and assigns of the ONE PART AND SRI UMESH CHANDRA CHAKRA son of *Rat Gobinda Chakravorty* at present residing at Teachers' Colony P. O. *Agarpara* in the District of 24 Parganas, a member of the aforesaid Society (First Party) hereinafter referred to as the Second Party (Plot-Holder) which term shall unless excluded by or repugnant to the context be deemed to include his heirs, legal representatives, successors and assigns of the OTHER PART.

WHEREAS land measuring 4.78 acres be the same little more or less being C. S. Plot Nos. 113, 114, 115, 116 and 117 J.L. No. 2 under Khatian 6 of Mouza Basudevpur Police Station Baranagar District 24 Parganas butted and bounded on the North by Mouza Agarpara J. L. No. 11, on the South by Mouza Ariadaha Kamarhaty J. L. No. 1, on the East by Railway Line and on the West by Mouza Ariadaha Kamarhaty J. L. No. 1 was acquired under the Land Acquisition Act by the Government of West Bengal

AND WHEREAS the First Party has paid a sum of Rs. 32,127/27 (Rupees thirtytwo thousand one hundred and twenty-seven and Paise twenty seven only) to the Government of West Bengal as the price or consideration of the said lands including the costs of acquisition and development,

AND WHEREAS by a registered Deed of Conveyance dated 19th day of April, 1971 the 1st Party had purchased absolutely and for ever, and free from all encumbrances from the Government of West Bengal for the consideration of the aforesaid sum of Rs. 32,127.27 Paise the aforesaid lands together with the privileges easements appendages and appertinances whatsoever belonging to the said lands for the distribution of the said lands amongst its members giving full right thereon for the purpose of rehabilitation of the respective members.

AND WHEREAS by a resolution dated 12.12.1959 & 18.11.81 the First Party (Society) resolved that the aforesaid lands measuring about 4.78 acres, which vested in the First Party (Society), should be laid out in several plots and each of such plots should be allotted in the Colony Scheme to the members of the First Party (Society) paying consideration fixed by the first party and that the transferee (Allottee) of each such plot should be bound by the stipulations and restrictions contained in the 2nd Schedule hereto for the benefit and protection of the transferee (Allottee) of every other of the said plots, and of the First Party (Society);

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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. 54(24) in the approved general plan of the Colony Scheme and measuring 33 Cottas in area and paid in full the estimated amount of Rs. 602 (Pursuing 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. 54(24) more fully described in the First Schedule hereto and delineated and coloured in the map or plan hereto annexed, at the price of Rs. 602 = ~~Rs. 602~~ 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. ~~Rs. 602~~ 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 ~~the~~ THAT ~~the~~ plan annexed hereto and thereon coloured red and marked plot (Lot) No. 54 (24)

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. <sup>new Belkhatia</sup> Baranagar, 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 <sup>24th</sup> 24th of May, 1971; the said piece or parcel of land of 3 Kattas being marked plot (lot) No. 52 and delineated on the plan annexed hereto and thereto and thereon, coloured "RED". <sup>more or less</sup> The above plot no <sup>on the north 26' - 4 inches South 26' - 3 inches & East 54' - 0 inches. 552"</sup>

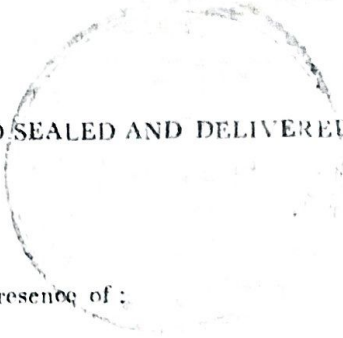
SECOND SCHEDULE ABOVE REFERRED TO :

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 <sup>mainly</sup> 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 holder legally liable.

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

SIGNED SEALED AND DELIVERED



Nripendra K. Saha

Bimal Ch. Chaudhry

in the presence of :

1. Jyoti May Saha  
Teacher Colony  
Arapara

2. *[Signature]*  
3. *[Signature]*

THE DIRECTOR GENERAL OF TEACHERS COLONY AT ARAPARA

Additions & alteration

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 1-13 line & page 3-3rd line.  
"New Belgharia" after P.S. Baranagar
4. page, 3, 4th para of and Schedule :-  
"Mainly" after used.

Nripendra K. Saha

*[Signature]*



11/07

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~~...~~  
~~...~~

Received from  
Nripendra K. Sen Gupta  
for ...  
...

*[Signature]*  
Sub-Registrar.  
Cossipore Dum Dum.  
8/1/82

Nripendra K. Sen Gupta

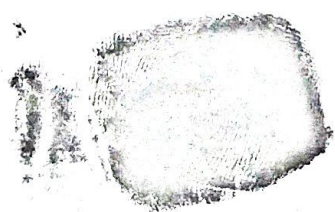
*[Faded handwritten notes]*  
Teachers ...  
...

Nripendra K. Sen Gupta

Bimal Chandra Choudhury

GROUP TEACHERS  
COLONY SOCIETY LTD. AGARPARA.

*[Signature]*  
Sub-Registrar.  
Cossipore Dum Dum.  
8/1/82



1/82

*[Signature]*

Biswa Nath Sen





**RECEIVED**  
 - 3 JUL 1991  
 On behalf of  
 KARNATAKA MICHIGAN  
 BALLOTTA-TWO INC.

*3/2/82*

Sub-Registrar,  
 Cossipore Dum Dum.



*Sub-Registrar*  
 Cossipore Dum Dum  
 18.6.85

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