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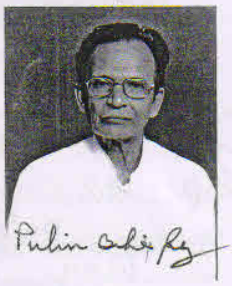
NB

12-46 pm 12/09/2008

Mihir Kumar Chakraborty

Admissible under Rule 21 of the W.B. Rules 6 (1) of W.B.T.P. Act 1951, duly stamped under the Indian Stamp Act, 1899 Subsequently amended Schedule 1 A, No. 23

Fees Paid.....



Pulin Behari Ray

Pulin Behari Ray
06.01.09
Registrar u/s 7 (2)
North 24 Parganas
Barasat
(D.S.R.-1)
12 SEP 2008

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this 12th day of September Two Thousand and Eight BETWEEN New Barrackpore Co-Operative Homes Ltd.(formerly New Barrackpore Co-Operative Colony Society Ltd.) duly registered under the Bengal Co-operative Societies Act, 1940 (now governed by the West Bengal Co-operative Societies Act 1983) as a housing Co-Operative Society vide Registration No.20/24 Parganas of 1950 and having its present office at Aharampur, P.O. New Barrackpore P.S. Khardah, Dist. North 24 Parganas, hereinafter referred to as "The Society" (which express ion shall, unless excluded by or regugnant to the context mean and include its successors and assigns).

OF THE ONE PART

AND SHRI HIMADRI ROY son of Late Anath Bandhu Roy, resident at 13, Main Road, (West) P.O. New Barrackpore, P.S. Ghola, Dist. North 24 Parganas, Kolkata 700131 a member of the society hereinafter referred to as the ALLOTTEE(which a member of the Society hereinafter referred to as the ALLOTTEE(which expression shall unless excluded by or repugnant to the context mean and include his/her heirs, executors, legal representatives and assigns) OF THE OTHER PART.

Stamp duty & Regn. fee exempted vide Finance (Taxation) Department Orders No- 692-F.T. Dated 07.03.2002 and No-1810-F.T. Dated 17.05.2004.

contd....2

Registrar u/s 7 (2)
North 24 Parganas
Barasat
(D.S.R.-1)
05-1-2009

Presented for Registration at 12-46 P.M. on the 12th day of Sep 2008 in the Sub-Registrar Registration Office, Barasat by Pulin Behari Ray one of the Executant / Claimants.

Pulin Behari Ray

Registrar u/s 7 (2)
North 24 Parganas
Barasat
(D.S.R.-1)

-7585

12 SEP 2008

Pulin Behari Ray
Secretary
New Barrackpore Co-operative Homes Ltd.

-7585

Nihir Baran Chakraborty
Vice-Chairman
New Barrackpore Co-operative Homes Ltd.

(1) Pulin Behari Ray
Secretary of New Barrackpore Co-operative Homes Ltd.

(2) Nihir Baran Chakraborty
Vice-Chairman of New Barrackpore Co-operative Homes Ltd.

S/O
of
P.O.
P.S.
Dist.
by Caste
by Occupation

Name Swarup Das
S/O Sunil Kr. Das
of Madhyamgram
P.O.
P.S. Barasat
Dist. N 24 Pgs
by Caste
by Occupation Business

Swarup Das
S/o Sri. Sunil Kr. Das
Madhyamgram
Barasat
Business

12 SEP 2008

Himadri Roy

Himadri Roy

WHEREAS THE Government of West Bengal (hereinafter referred to as the government) acquired by making a Notification under section 4 of the West Bengal Land Development and Planning act, 1948 by making a Declaration being No.16362 L.Dev.dated 30th August, 1957 under section 6 of the aforesaid Act which was published at page 3528 of the Calcutta Gazette Part I, dated 30th August, 1957 C.S. Plot Nos. as set out in schedule "A" hereinafter in Mouza Masunda J.L.No.34 and Aharampur, J.L.35 P.S. Khardah, now Ghola Dist. 24 Parganas now North 24 Parganas) measuring more or less 87.785 acres and Notification u/s 4 of the West Bengal Land Development and Planning Act 1948 by making a declaration being No.23878 L.Dev. dated 24th November 1953 u/s.6 of the aforesaid Act which was published at Pages 3908-3909 of the Calcutta Gazette dated 3rd December, 1953 as set out in schedule "A" hereinafter in Mouza Masunds J.L.No.34 , Aharampur, J.L.35 and Kodalia J.L.36, under P.S. Khardah, now Ghola Dist. 24 Parganas(now North 24 Parganas) measuring more or less 181.27 acres. for public purpose viz for the settlement of immigrants who had migrated into the state of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

AND WHEREAS possession of the said lands with tanks and other watery areas was duly taken under the provision of the said Act by the Government and title of the said lands, thereupon vested in the state of West Bengal free from all encumbrances in terms of Section 8(1) (a) of the said Act ;

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AND WHEREAS by an Agreement which was executed by and between the Society and the Government on the 29th November, 1951 (hereinafter referred to as "the said Agreement) the Society agreed to pay to the Government all compensation to be awarded and all costs charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the scheme, within a period of three years from the date on which possession of the said lands would be given to the society or within such extended period as might be allowed by the Government and the government agreed to do and execute all such acts and deeds as would be necessary and proper for vesting the said lands in the society.

AND WHEREAS the Government thereafter empowered the society under Sub. Section (2) of Section 10 of the West Bengal Land Development and Planning Act 1948 to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said lands comprised herein as per terms and conditions embodied in the said agreement.

AND WHEREAS the Society completed the said development work in accordance with the lay out plan and the terms and conditions of the said Agreement inter alia, by way of executing the development scheme in the said 87.785 acres and 181.27 acres of land and allotting the plots of land as shown in the development Plan of the said scheme amongst the members of the society who were all refuges from the then Eastern Pakistan (now in Bangladesh) after setting apart 28.40 acres of land out of the land common to scheme Nos.

contd....4

I and III, of the said Development Plan to be used for common purpose of schemes No.I and III.

AND WHEREAS the Government approved the total cost of the scheme as well as the price of individual plots at which the vendor proposed and agreed to allow the plots to respective allottes under their Memo No.878 L.Dev dated 18.1.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

AND WHEREAS the allottee being admitted into membership of the Society was allotted a plot of land measuring an area of 6(Six) cottahs 6(Six) chittaks 30(Thirty) sqft. approximately in C.S. Dag No.50,52,60, R.S. Dag No.743(P),745(P),766, and 767(P) L.R. Dag No.191,222, Mouza Aharampur, J.L.No.35 Khatian No.1247, scheme No.1 and III under the Development Scheme (by way of Mutation from the earlier member).

AND WHEREAS the allottee/predecessor in interest of the Allottee paid a total consideration and/or price of Rs.900.00(Rupees Nine hundred) only for the said plot.

AND WHEREAS the Society in terms of the said Agreement paid a total amount of Rs.92,788.71(Rupees Ninety two thousand seven hundred eighty eight and paise seventy one only) to the Government onaccount of compensation inrespect of the acquisition of the said land under aforesaid Act and all costs charges and expenses of the proceedings in connection with such acquisition as per demands made by the Government from time to time.

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AND WHEREAS the Society thereafter requested the State of West Bengal to execute a proper Deed of conveyance in favour of the society for the purpose of vesting the said lands in the society in accordance with the said Agreement.

AND WHEREAS in pursuance of the said agreement the Governor of the State of West Bengal granted transferred conveyed and assigned unto the society by an indenture dated 1st February, 1996 which was registered with the District Registrar, North 24 Pgs. Barasat on the 8th February, 1996 being Deed No.969 of 1996 and 970 of 1996 of the said registration office all the pieces and parcels of land measuring a total area of 87.785 acres and 181.27 acres in Mouza Masunda J.L.No.34 Mouza Aharampur, J.L. No.35 and Mouza Kodalia, J.L.No.36, all under P.S. Ghola, Dist. North 24 Parganas contained in C.S. Plot numbers as described in schedule "A" of both the schemes of schedules I and III hereunder and to hold unto the Society absolutely free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reforms Branch notification No.2705 L.Dev/5L 4/92 dated 9th April 1997 as published in the Calcutta Gazette Extraordinary Part I dated the 10th April 1997 forming part of the said Deed.

NOW THIS INDENTURE OF CONVEYANCE WITNESSETH that in consideration of payment of Rs.900.00 (Rupees Nine hundre d) only made by the Allottee/Predecessor in interest of the Allottee on or before 08.09.2007 by way of full consideration and/or price for the

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Registrar u/s 7 (2)
North 24 Parganas
Barasat
(D.S.R.- 1)

12 SEP 2008

Registrar u/s 7 (2)
North 24 Parganas
Barasat
(D.S.R.- 1)

12 SEP 2008

said plot of land(the receipt of which thex society doth hereby acknowledge) the society doth hereby convey/transfer/ sell absolutely and for ever, free from all encumbrances but subject to the covenants contained hereinafter the said plot of land being plot No.....measuring an area of 6(Six) cottahs 6(Six) chittaks 30(Thirty) sqft. (more or less) in C.S. Dag No.50,52,60 R.S. Dag No.743(P) 745(P),766,767(P) L.R. Dag No. 191 & 222 Mouza Aharampur, J.L.No.35 Khatian No.1247 co-operative ward No.2 Municipal Holding No.13, Ward No.8 of New Barrackpore Municipality more particularly described in schedule "B" written hereinafter in scheme No.I and III of the said Development plan of the society (hereinafter referred to as "the said plot " to the Allottee with the easement right to use the road abutting on the said plot and to HAVE AND TO HOLD the said plot unto the Allottee for ever but subject to the covenants contained hereinafter.

I. Whereas the State Govt. has by a Notification being No.2705 L.Dev/5D-4/92 dated 09.04.97 published in calcutta Gazette (Extraordinary) dated 10.04.97 permitting alienation of the land allotted by the Society to the members on expiry of ten years of the deed, therefore the rights of the allottee on the said land shall be heritable and not transferable for a period of ten years from 08.02.1996 without the approval of the collector of the District North 24 Parganas through the society but shall be at liberty to mortgage charge or encumber the said land with the Life Insurance Corporation of India, or any Nationality or scheduled Bank co-operative

contd...7

Bank or Government or any statutory Body, Govt. sponsored financial Institution within this period of ten years for the purpose of construction of a residencial building there in. The Allottee may transfer/ alienate the land however, upon obtaining consent of the society in writing prior to alienation/transfer of the land after 8.2.2006.

II. The Allottee shall not use the said plot for any purpose other than the residential purpose for himself and/or the members of his family.

III. The Allottee shall complete construction of his own residential house, if not already completed within a period of 5(Five) years from the date of execution of the Deed of conveyance and shall not employ/engage any promoter /Developer for construction of any building thereon which is not meant for the residence of the Allottee himself/and/or his family.

IV; The Allottee shall abide by the provisions contained in the West Bengal Co-operative Societies Act 1983 and the Bye laws of the society.

AND THE SOCIETY doth hereby Covenant with the Allottee that subject to the terms and conditions/covenants contained hereinbefore the Allottee shall at all times hereafter peaceably and quietly hold and enjoy the said plot and enjoy all easement rights, privileges profits advantages profits advantages and all other appurtenances whatsoever to the said plot without any intervention from the society by mutating

contd...8

his/name with the Municipality Government and all concerned and by paying Government Revenue, all ~~taxes~~ levies and outgoing.

SCHEDULE "A"
(Referred to above)

Notification No. 708 L.Dev dated 18.1.1951 published in Calcutta Gazette dated 1.2.1951 page 247.

Declaration u/s. 6 of L.D.P. Act 1948 No. 16362 L.Dev. dated 30.8.57 published in Calcutta Gazette Extra ordinary dated 30.8.57 page 3528.

AREA 87.785 ACRES.

MOUZA AHARAMPUR

C.S. Plot Nos. 2 10,11,12,31,32,33,34,35,36,37,38,39,40,41,43,44,45,46,47, 48,50,51,52,53,54,55,56,57,59,63,66,75,77,80,81,82,84,85,87,91,92,93,94, 101,104,106,119,120,124,125,126,127,128,129,167,168,169,173,210,240,244, 251,262,269,273,276,280,283,285,291,292,295297,300,301,457,458,460,461, 467,476,477,481,490,495/496,497,498,510,511,516,552.

MOUZA MASUNDA

C.S. Plot Nos. 95,96,97,98,99,101,102,103,198,212,215,217,236,237,238,239, 240,242,243,245,265,268,269,270,271,276,277,278,279,280,281,282,287,290, 291,292,293,294,295,328,330,331,343,344,347,348,349,350,351,353,354,356, 357,358,360,362,265,267,268,369,370,373,377,378,381,382,385,387,394,397, 399,400,401,402,404,406,407,408,410,419,420,424,425,894,914,915,916,917, 918,919,920,022,023,924,925,026,927,928,929,930,931,932,933,934,935,936, 037,960,961,962,963,964,965,967,968,969,970,1044,1045,1097,1098,1099,1100, 1101,1103,1104,1105,1106,portion of 272.

SCHEDULE "A"
(Referred to above)

Declaration No.23878 L.Dev dated 24.11.53 published in the Calcutta Gazette dated 3.12.53 pt.I page No.3908-3909 area of land more or less 181.27 acres in Mouza Masunda J.L.No.34 Arahampur,J.L.No.35, and Kodalia J.L.No.36, P.S. Khardah, Dist. North 24 Parganas.

AREA OF LAND MORE OR LESS 181.27 ACRES

MOUZA Masunda C.S. Dag NOs.

80,81,100,201,216,218,223,228,233,234,241,244,246,248,249

Contd..P/9.

252, 254, 255, 256, 260, 261, 262, 263, 264, 266, 295, 296, 297, 302, 317, 318, 326, 327 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 352, 355, 361, 366, 374, 280, 383, 384, 386, 388, 389, 391, 392, 393, 395, 396, 398, 405, 409, 413, 437, 438, 441, 447, 448, 449, 450, 457, 458, 459, 511, 513, 520, 522, 523, 524, 525, 551, 559, 826, 827, 830, 831, 833, 835, 840, 841, 844, 845, 846, 847, 851, 853, 854, 855, 856, 857, 860, 861, 862, 863, 864, 865, 867, 869, 873, 874, 875, 876, 877, 878, 879, 881, 882, 883, 885, 887, 891, 893, 895, 896, 897, 898, 899, 900, 901, 902, 904, 913, 939, 941, 942, 943, 944, 949, 950, 951, 956, 957, 959, 971, 972, 983, 984, 985, 986, 987, 988, 989, 992, 993, 994, 995, 996, 1002, 1042, 1047, 1056, 1091, 1093, 1094, 1095, 1096, 1099, 1105, 1107, and 1108.

MOUZA AHARAMPUR C.S. DAG NOS.

*15, 22, 23, 30, 42, 58, 60, 61, 62, 64, 65, 67, 68, 69, 70, 71, 72, 74, 78, 79, 83, 88, 107, 108, 110, 111, 112, 113, 116, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 170, 171, 172, 174, 175, 176, 177, 178, 179, 180, 182, 183, 185, 188, 200, 203, 204, 205, 206, 207, 208, 209, 211, 212, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 241, 242, 243, 245, 246, 247, 249, 250, 252/254, 255, 263, 265, 267, 268, 270, 271, 272, 274, 275, 277, 278, 279, 281, 282, 283, 286, 287, 288, 289, 290, 293, 294, 296, 298, 302, 303, 304, 306, 321, 324, 332, 334, 335, 336, 337, 338, 339, 340, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 356, 360, 411, 415, 423, 424, 425, 426, 427, 428, 429, 430, 431, 433, 434, 435, 436, 438, 439, 440, 441, 442, 444, 445, 446, 447, 450, 451, 453, 454, 455, 456, 459, 462, 463, 465, 468, 474, 479, 480/487, 488, 494, 502, 503, 505, 506, 507, 508, 509, 512, 514, 516, 517, 518, 519, 520, 521, 522, 523, 524 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 553, 554, 555 to 609, 612, 614, 615, 617, to 648, 663, 664, 665 and parts of C.S. No. 21, 25, 359.

MOUZA KODALIA J.L. NO. 36 C.S. DAG NOS.

229, 230, 231, 232, 233, 234, 235, 236, 238, 239, 568, 569, 570, 571, 572,

Land acquired in favour of RR &R Dept. transferred to New Barrackpore Co-operative Homes Ltd. in exchange of land acquired for New Barrackpore Co-operative Homes Ltd. transferred to the RR & R Dept. for purpose of contiguity.

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(1)

Name : .....Status - Presentant

LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS(ডান হাতের আঙ্গুলের ছাপ)

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person, and attested by the said parson.

Pulin Behari Ray

SIGNATURE of the Presentant

(2)

Name :.....,.....

Status : Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator (✓)

LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS(ডান হাতের আঙ্গুলের ছাপ)

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person.

Nikhil Bara Chakraborty

SIGNATURE of the Presentant/Executant/ Claimant/Attorney/Principal/Guardian/Testator
(Tick the appropriate status)

ICT NORTH 24 PARGANAS

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(1)

Name : .....Status - Presentant

LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS(ডান হাতের আঙ্গুলের ছাপ)

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person, and attested by the said parson.

Himadri Roy
.....

SIGNATURE of the Presentant

(2)

Name :.....

Status : Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator (✓)

LEFT HAND FINGER PRINTS (বাম হাতের আঙ্গুলের ছাপ)

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS(ডান হাতের আঙ্গুলের ছাপ)

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person.

.....

SIGNATURE of the Presentant/Executant/ Claimant/Attorney/Principal/Guardian/Testator
(Tick the appropriate status)

MOUZA AHARAMPUR C.S. DAG NOS.

19, 20, 95, 97, 184, 190, 196, 197, 201, 202, 305, 307, 319, 320, 322, 323, 331, 409, 410, 412, 416, 419, 421, 422, 443, 448, 449, 464, 475, 486, 500, 501, 504, 513, 558, 559.

MOUZA MASUNDA C.S. DAG NOS.

213, 214, 219, 220, 222, 229, 235, 247, 250, 251, 253, 267, 273, 285, 346, 442, 471, 828, 829, 832, 836, 837, 838, 839, 843, 858, 866, 884, 888, 890, 903, 990, 991, 997, 999 1051, 1058, 1092.

SCHEDULE B

ALL THAT PIECE AND PARCEL of a plot of land being plot of land Plot No. measuring an area of 6(six) gottahs 6(six)chittaks 30(thirtysqft.(more or less) in scheme No.I and IIIof the Development plan of the society in C.S. Dag No.s. 50,52,60,R.S. Dag No.743(P)P 745(P) 766, 767(P) L.R.Dag No. 191, and 222 Mouza Aharampur, J.L.No. 35, Khatian No. 1247 Co-operative Ward No. 2 Municipal Holding No.13, Ward No.8, in New Barrackpore P.S. Ghola, within the Municipal area of New Barrackpore Municipality in the District North 24 Parganas (erstwhile 24 Parganas) and of the lands mentioned in schedule "A" written hereinafter butted and Bounded by:

On the North by Municipal Road

On the South by H/O Gour Bose & Dwijendra Nath Paul.

On the East by H/O. Jiban Krishna Paul.

On the West By H/O. Smt. Subhra Bhattacharjee.

with all easement rights appurtenances advantages facilities privileges available on/attached with the said plot of land.

Contd...11.