

DEED OF CONVEYANCE



THIS INDENTURE OF CONVEYANCE is made on this 27th day of July Two Thousand and one 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 expression shall, unless excluded by or repugnant to the context mean and include its successors and assigns).

OF THE ONE PART

AND SHRI / SHRIMATI DEBABRATA GHOSH.

son/wife/daughter of Shri Ranjit Kumar Ghosh.

residing at 218, Lenin Sarani, P.O. New Barrackpore, P.S. Ghola, Dt. North 24 Parganas.
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.

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. 23878 -L-Dev. dated 24th Nov. 1953 under section 6 of the aforesaid Act which was published at page 3908 - 3909 of the Calcutta Gazette, dated 3rd December, 1953, C.S. Plot Nos. as set out in Schedule "A" hereinafter, in Mouzas Masunda J.L. 34, Aharampur J.L. 35 and Kodalia 36 under P.S. Khardah, 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(i) (a) of the said Act ;

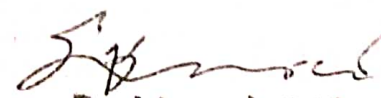
AND WHEREAS by an Agreement which was executed by and between the Society and the Government, on the 23rd November, 1953 (hereinafter referred to as "The said Agreement") the Society agreed to pay to the Government all compensation to be awarded and all costs, charges and expenses payable in respect 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.

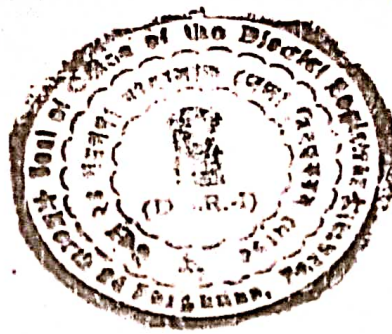
admissible under Rule 21 B also u/s.
s (i) of the Indian Stamp Act, 1911, duly
stamped under the Indian Stamp Act, -
1899 Subsequently amended Schedule

1 A. No

Fees Paid

(1)


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North 24 Parganas, Barasat
(D. S. R.-I)



presented for Registration at.....
A M/P. M. on the 27th day of July of
1991 of the Sedar Registration
Office Barasat by Nani Gopal Bose
one of the executant/
element.

Nani Gopal Bose

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(D. S. R.)
27 JUL 2001

Nani Gopal Bose
Chairman
New Barrackpur Co-operative
Homes, Ltd.

Pulkin Bhaui Ray
Secretary
New Barrackpur Co-operative
Homes, Ltd.

T. I. dispensed with

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md. J srail
s/o md. G srail
Digbaria, machhyangram
Barasat
Business.

D Nani Gopal Bose
- Chairman - New Barrackpur
Co-operative Homes Ltd
D Pulkin Bhaui Ray
Secretary
New Barrackpur Co-operative
Homes Ltd
CHANA
DIST.-NORTH 24 PARGANAS
OF CASTE HINDU/MUSLIM
BY PROFESSION

md. J srail
s/o md. G srail
Digbaria, machhyangram
Barasat
CHANA
DIST.-NORTH 24 PARGANAS
OF CASTE HINDU/MUSLIM
BY PROFESSION

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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 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 refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to Scheme Nos. 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 allot the plots to respective allottees 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 3 (Three) Cottahs approximately, in C.S. Dag-415 No. 585(P) J.L. No. 35 Scheme No. III, Khatian No. Mouza Aharampur under the Development Scheme (by way of transfer from the earlier member - allottee Shri/Smt. Ranjit Kumar Ghosh enrolled on 13-01-1957) by the Society and the Allottee is in possession of the said plot since 03-3-2001.

AND WHEREAS the allottee predecessor in interest of the Allottee paid a total consideration and/or price of Rs. 426/- (Rupees Four hundred and twenty six) only for the said plot;

AND WHEREAS the Society in terms of the said Agreement paid a total amount of Rs. 1,35,829.84 (Rupees one lakh thirty five thousand eight hundred twenty nine and eighty four paise only) to the Government on account of compensation in respect of the acquisition of the said land under the 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;

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 Parganas, Barasat on the 8th February, 1996 being Deed No. 970 of 1996 of the said registration office, all the pieces and parcels of land measuring a total area of 181.27 acres in Mouza Masunda, J.L. No. 34, and Mouza Aharampur, J.L. No. 35 and Mouza Kodalia J.L. No. 36 all under P.S. Khardah, Dist. North 24 Parganas, contained in C.S. Plot numbers as described in schedule "A" 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



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and Land Reforms Department, Land Reforms Branch notification No. 2705-L.Dev./5D-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. 486/- (Rupees Four hundred and twenty six) only made by the Allottee/Predecessor in interest of the Allottee on or before 15-6-2001 by way of full consideration and/or price for the said plot of land (the receipt of which the 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. 3, measuring an area of 3 (Three) Cottahs 4/5 RS 243-585(P) JLN-35 Chhittacks 2/8 sq. ft (more or less) in C.S. Dag No. 4/5 RS 243-585(P) JLN-35 Khatian No. Mouza Anarambur, Co-operative ward No. 7, Municipal Holding No. 2/8, Ward No. 3 of New Barrackpore Municipality more particularly described in Schedule 'B' written hereinafter, in Scheme No. 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 : -

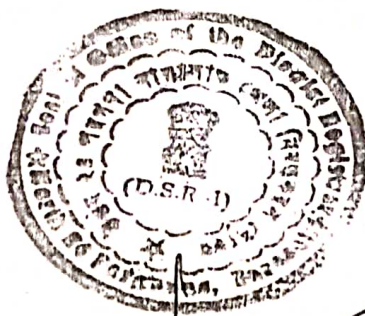
I.> The rights of the Allottee on the said land shall be heritable and not transferable for a period of ten years without the approval of the Collector of the District North 24 Parganas through the Society but shall be at liberty to mortgage, charge or encumber the said land with the Life Insurance Corporation of India, or any Nationalised or Scheduled Bank or Co operative Bank or Government or any statutory Body, Govt. sponsored financial Institution within this period of ten years for the purpose of construction of a residential building there in.

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

III> The Allottee shall complete construction of his/her 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/herself and/or his / her family ;

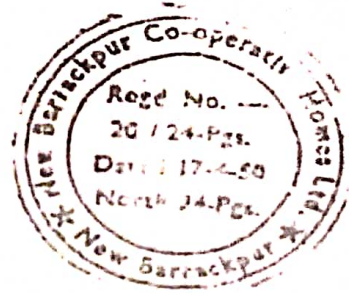
IV> The Allottee shall abide by the provisions contained in the West Bengal Co-operative Societies Act, 1983 and the Bye-laws of the Society.

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 and all other appurtenances whatsoever to the said plot, without any intervention from the Society, by mutaling his/her name with the Municipality, Government and all concerned and by paying Government Revenue, all taxes, levies and outgoings.



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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.N.O. 34, Aharampur 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

Mouza - Masunda : C. S. Dag Nos.

80, 81, 100, 201, 202, 216, 218, 223, 228, 233, 234, 241, 244, 246, 248, 249, 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, 359, 361, 366, 374, 380, 383, 384, 386, 388, 389, 390, 391, 392, 393, 395, 396, 398, 405, 409, 413, 437, 438, 441, 447, 448, 449, 450, 454, 457, 458, 459, 494, 511, 513, 520, 521, 522, 523, 524, 525, 551, 559, 826, 827, 830, 831, 833, 835, 840, 841, 842, 844, 845, 846, 847, 851, 852, 853, 854, 855, 856, 857, 859, 860, 861, 862, 863, 864, 865, 867, 869, 870, 871, 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, 948, 949, 950, 951, 956, 957, 959, 971, 972, 983, 984, 985, 986, 987, 988, 989, 992, 993, 994, 995, 996, 1002, 1017, 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, 189, 200, 203, 204, 205, 206, 207, 208, 209, 211, 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, 266, 267, 268, 270, 271, 272, 274, 275, 277, 278, 279, 281, 282, 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, 469, 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 CS. No. 21, 25, 359.

Mouza - Kodalia : J.L. 36, C.S Dag Nos.

229, 230, 231, 232, 233, 234, 235, 236, 238, 239, 668, 669, 670, 671, 672.

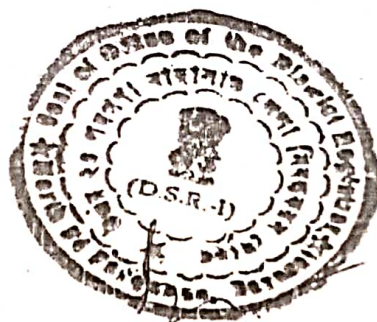
Land acquired in favour of RR & R Deptt. transferred to New Barrackpur Co-operative Homes Ltd. in exchange of land acquired for New Barrackpur Co-operative Homes Ltd. transferred to the RR & R Deptt. for purpose of contiguity.

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.

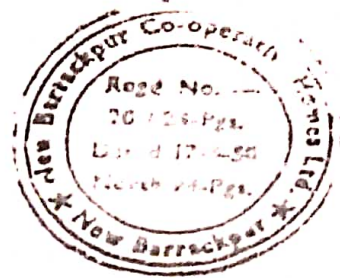
Mouza - Masunda : C.S. Dag Nos.

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, 868, 884, 886, 888, 890, 903, 990, 991, 997, 999, 1051, 1058, 1092.



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SCHEDULE B

ALL THAT PIECE AND PARCEL OF a plot of land being plot No. X
measuring an area of 3 (Three) cottahs X chittacks X
Sq.ft. (more or less) in Scheme No. III of the Development Plan of the Society in C.S.
Dag No. 415 R.S. 849-585 (P) 31 No 35, Khatian No. 218, Co-operative Ward
No. 7, Municipal Holding No. 218 Ward No. 3
Mouza : Aharampur in New Barrackpore, P.S. Khordah within the municipal
area of New Barrackpore Municipality in the District of North 24-Parganas (erstwhile 24-
Parganas) and of the lands mentioned in Schedule 'A' written hereinafter, butted and and
bounded by -

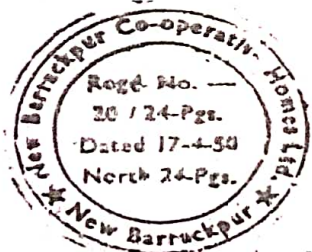
On the North - by Plot of Smt. - Renuka Ghosh.
On the South - by Renin Sarani
On the East - by Plot of Amal Mukherjee & Smt. - Renuka Ghosh.
On the West - by Plot of Prataf Kumar Ghosh.

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

IN WITNESSES, the Society and the Allottee herein sign, seal and execute this Indenture 02
of conveyance on the day, month and the year written hereinafter first.

New Barrackpore
Co-operative Homes Ltd.

through its Common Seal
by the authorised Office -
bearers of the said Society -



Nani Gopal Bose
CHAIRMAN Chairman
New Barrackpur Co-operative
Homes Ltd.

Purbi Bachi Roy
SECRETARY Secretary
New Barrackpur Co-operative
Homes Ltd.
DIRECTOR 02

Witness :-

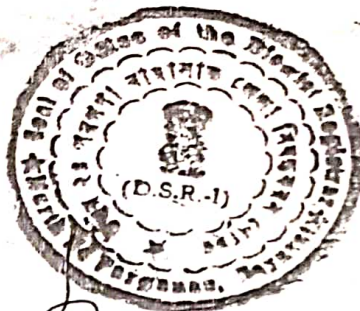
ALLOTTEE

1. Harendranath Mandal.

Director
New Barrackpur Co-operative
Homes Ltd.

2. Chitra Ranjan Das

Director
New Barrackpur Co-operative
Homes Ltd.



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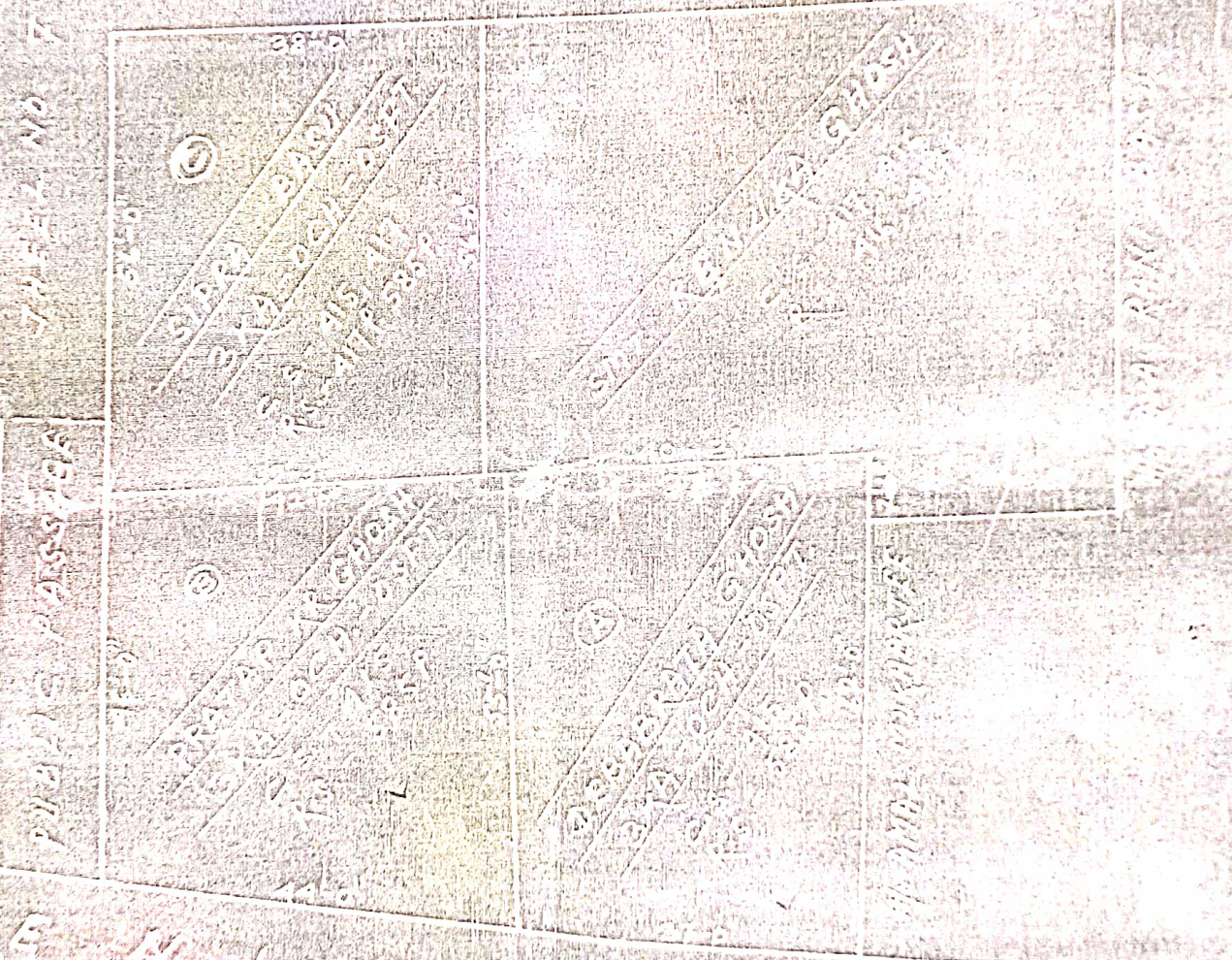
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27.8.01

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Date 27.8.01

E PLAN NO. C.S. DAG NO. 415
 S. DAG NO. 415 AND 585 P.O. MOHA-AHARAMPUR
 T.L. NO. 35
 P.S. GHOLA DIST. NORTH 24 PARAGANAS
 CO-OPERATIVE NARD NO. 7
 UNDER NEW BARRACKPUR MUNICIPALITY
 SCALE 1" = 25'

MAIN NORTH EAST ROAD



NEW NORTH EAST ROAD

VENDOR'S SIGNATURE

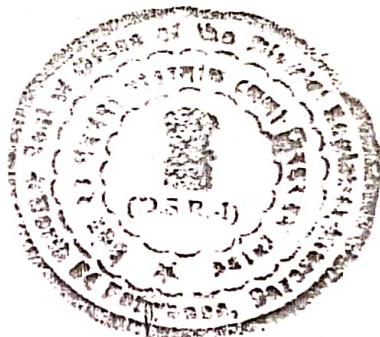
Nani Gopal Bose

Pulni Gopinath Roy

For [illegible]

Chairman
New Barrackpur Co-operative
Barrackpur

Secretary
New Barrackpur Co-operative
Barrackpur



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Date 27.7.2001
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