

1935

16/3/35

Deed between  
M. Co-op. H. S. Ltd  
and  
N. C. Sid & T. Sid.  
on 10.4.34



**METROPOLITAN CO-OPERATIVE  
HOUSING SOCIETY LIMITED**

CANAL SOUTH ROAD, CALCUTTA-700039

Narayan Chandra Sid

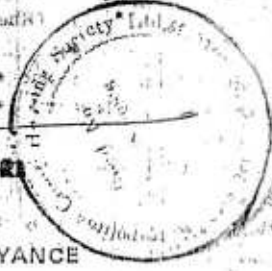
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inve Stamp (Exempted from  
Stamp duty or does not require  
Stamp duty) under the latest  
Stamp Act (1944 as amended  
in 1975 Schedule 1A No. 10)

Feb 8

Sub-REGISTRAR, ALIPORE  
14 Baganas



DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made this 2nd  
day of April one thousand Nine Hundred Eighty <sup>Three</sup> Between THE  
METROPOLITAN CO-OPERATIVE HOUSING SOCIETY LIMITED,  
a Co-operative Housing Society duly registered under the Bengali Co-  
operative Societies Act, 1940 since repealed and replaced by the West Bengal  
Co-operative Societies Act, 1973 having its registration No. 75/ Cal of 1966  
and having its registered office at Canal South Road, Beliaghata, Calcutta-  
700039 (hereinafter referred to as THE VENDOR which expression shall,  
unless excluded by and/or repugnant to the Context, be deemed to include  
its successor-in-interest, assign, or liquidator) of THE FIRST PART: AND  
MR. (1) NARAYAN CHANDRA SIL AND (2) SMT. TILSI SIL  
(1) son/wife/daughter of Pate. Hiralal Sil R. L. V. No. Narayan Ch. Sil, aged  
about 51 & 42 years, <sup>respectively</sup> by faith Hindu, by occupation Service  
residing at present at 23 C. Beliaghata Main Road  
Calcutta - 700010

23  
9000

(hereinafter referred to as THE PURCHASER which expressed shall, unless  
excluded by and/or repugnant to the Context, be deemed to include his/her  
heirs, successors, administrators assigns and/or representations) of THE  
SECOND PART :

WHEREAS THE VENDOR, a Co-operative Housing Society was  
organised by its promoters and was registered for the objects which, besides  
other, include the establishment on Co-operative basis, Settlements of housing  
by affording its members to have plots of lands and in furtherance of its  
objects, the acquiring of lands by way of purchase or otherwise, developing  
the same, and the distribution, allotment and transfer of the plots to and/or  
in favour of the members, of THE VENDOR and to aid and assist such  
member in causing construction of their respective houses and also to rise  
fund for the fulfilment of its objects from its members :

AND WHEREAS in pursuance of the aforesaid objects, THE  
VENDOR raised fund from its members by way of sale of its shares and  
otherwise for the purpose of purchase of lands, development thereof and ful-  
filling the objects :

REGISTRAR, ALIPORE

Narayan chandra sil

Presented for registration at...  
 on the 10th day of March 1984  
 at the Sub-Registrar's Office  
 Alipore, 24 Parganas, by Sanatosh Datta Roy  
 Executant / Claimant or one of  
 the Executants / Claimants or  
 Attorney for  
 Executant / Claimant under  
 Power of Attorney No. 1074/84  
 for 10... authenticated by the  
 Registrar of...



Sanatosh Datta Roy  
 SUB-REGISTRAR, ALIPOR  
 24 PARGANAS

Sanatosh Datta Roy  
 Executant by  
 Power of Attorney  
 Secy. Metropolitan Corp.  
 H-1 St. Lane  
 Calcutta 70  
 Offered for the Metro  
 Corporation, P. Gram, Comilla.  
 of the above society

Sanatosh Datta Roy  
 for the Constituted Attorney of  
 Mr. Jagdish Chandra Mitra, Chairman  
 and Mr. Sanatosh Datta Roy, Director of  
 Metropolitan Co-op. Housing Society Ltd.  
 for the Constituted Attorney of  
 Mr. Jagdish Chandra Mitra, Chairman  
 and Mr. Sanatosh Datta Roy, Director of  
 Metropolitan Co-op. Housing Society Ltd.

Sanatosh Datta Roy  
 Identified

By Sanatosh Datta Roy  
 Son/Wife of Yashwantrao  
 Thana Alipore  
 District 24 Parganas  
 S-Case 1074/84 by Professional

Thumb Impression is  
 dispensed with.

Sanatosh Datta Roy

Sanatosh Datta Roy  
 SUB-REGISTRAR, ALIPOR,  
 24 PARGANAS  
 - 1074/84 -

( 2 )



AND WHEREAS by the Deed of Sale dated 25th. November, 1968 registered on 29th. November, 1968 entered into Book No. 1, Volume No. 145, pages from 264 to 270 being No. 5462 for the year, 1968, the Deed of Sale dated 29th. April, 1969 registered on 7th. May, 1969 in Book No. 1, Volume No. 74, pages from 254 to 272 being No. 2046 for 1979 the Deed of Sale dated 10th. May, 1969, registered on 15th. May, 1969 in Book No. 1, Volume No. 97, Pages from 57 to 65 being No. 2234 for the year 1969, the Deed of Sale dated 11th. June, 1969 registered on 18th. June, 1969 in Book No. 1, Volume No. 104, pages from 139 to 168 being No. 2759 for the year 1969, the Deed of Sale dated 13th. June, 1969 registered on 21st June, 1969 in Book No. 1, Volume No. 38, pages from 288 to 298 being No. 2796 for the year 1969 and the Deed of Sale dated 21st. February, 1970 registered on 10th. March, 1970 in Book No. 1, Volume No. 37, pages from 194 to 207 being No. 781 for the year 1970, THE VENDOR herein purchased several pieces and parcels of lands, hereditaments, messuges, easements and premises in Mouza Dhapa and Nimakpoktan within Jadavpur Police Station (formerly Tollygunj) under the Alipore Collectorate within the District of 24 Parganas containing jointly with Taki Estate Barataraf in the sixteen annas share a little above 157.32 acres of Bheri lands which by local measurement covers a little above 467 bighas 16 cottahs and recorded in the District Settlement Khatian No. 21 Dag Nos. 31 and 209 of the said Mouza Dhapa corresponding to the revised Settlement Khatian Nos. 654 (Khanda) 609 (Khanda) and 612 (Khanda) Dag Nos. 87 and 209 of the said Mouza Dhapa as well as in the District Settlement Khatian Nos. 43 and 2 Dag Nos. 201, 141 and 140 of the said Mouza Nimakpoktan corresponding to the revised settlements Khanda Khatian Nos. 407, 408, 352, 353 Dag Nos. 248, 186, 187, 257 of the said Mouza Nimakpoktan.

AND WHEREAS by a Deed of partition dated 29th. April, 1970 made between the Mortgagor of the one part and Sm. Saibalini Chaudhurani & Ors. of the other part and registered by the Registrar of Assurances Calcutta in Book No. 1 Volume No. 88 pages 4 to 14 Being No. 1909 for the year 1970 the said Mortgagor become the absolute owner of the western portion of the Taki Estate Bheri land ( Marshy ) which constitutes entire C. S. Dag Nos. 201, 141 and 140 of District Survey and Settlement Khatian Nos. 2 and 43 corresponding to the entire R. S. Dag Nos. 248, 186, 187 and 167 recorded in the revised Settlement Khanda Khatian Nos. 407, 408, 352 and 353 of Mouza

*Narayan Chaudhuri*



Nimakpoktan P. S. Jadavpur ( Old Tollygunj ) Touzi Nos, 173, 1298/2835 J. L. No. 1 under Alipore Collectorate, District 24 Parganas as well as the Western Portion of the lands of C. S. Dag No. 81 District Settlement Khatian No. 21 Touzi No. 173, J. L. No. 2, R. S. No. 236 of Mouza Dhapa in P. S. Jadavpur ( Old Tollygunge ) under the Alipore Collectorate, District 24-Parganas corresponding to the Western Portion of the land covering an area of 17.72 acres included in the revised settlement Khatian Nos, 654 ( Khanda ) 609 ( Khanda ), 612 ( Khanda ) of the same Mouza, same police station and same R. S. Number under the same collectorate and District which corresponds to western portion of R. S. Dag Nos. 87 and it was for greater clearness demarcated by a common boundary line passing North to South through the said Dag No. 87.

AND WHEREAS after purchase of the said lands THE VENDOR caused a Master Plan drawn up and prepared in respect of the entire lands, so purchased providing therein the plots of lands to be allotted and transferred to its members, roadways, children parks, schools, colleges and other common amenities and the said Master Plan, with subsequent modification, amendment, alteration and addition because of acquisition of several plots of lands by and/or on behalf of the Calcutta Metropolitan Development Authority, constituted under the West Bengal Country and Town ( Planning and Development ) Act, 1976, comprises several, allotable plots each measuring more or less four cottahs/two cottahs/three cottahs available for allotment to its members;

AND WHEREAS THE VENDOR has caused development of the entire lands divided into <sup>Four</sup> three sectors namely "A", "B" and "C" sector as per the Master Plans;

AND WHEREAS THE PURCHASER, after having made an application in prescribed form to the VENDOR for being its members was admitted as the member of THE VENDOR and has purchased four shares valuing Rs. 5000/- (Rupees Five Thousand) or

AND WHEREAS THE VENDOR has allotted the plot being No. G. 2. 12. in. "B" Sector of the Master Plan measuring approximately four Cottahs/three Cottahs/two Cottahs ( herein after referred to the said plot of land ) to THE PURCHASER on receipt of a sum of Rs. 9,000/- (Rupees Nine Thousand only)

Manayan Chandra Sif



(4)

in addition to the sum on account of shares as and by way of consideration money for the transfer and sale of the said plot of land in favour of and to THE PURCHASER and has agreed to execute and register a Deed of Conveyance in favour of THE PURCHASER subject to the Indenture of Mortgage executed by THE VENDOR as THE MORTGAGOR therein to THE WEST BENGAL STATE HOUSING FINANCE COOPERATIVE SOCIETY LIMITED;

AND WHEREAS by an Indenture of Mortgage executed and registered on 23rd. March, 1974 by THE VENDOR in favour of THE WEST BENGAL STATE HOUSING FINANCE COOPERATIVE LIMITED Subsequently renamed as WEST BENGAL STATE COOPERATIVE HOUSING FEDERATION LIMITED a registered Co-operative Society having its registered office at P-15, India Exchange Place Extension, Calcutta, several plots of lands measuring 17.72 acres at Canal South Road, in Mouza Dhapa, Touzi No. 173, Khanda Khatian Nos. 609 and 654, Police Station Jadavpur being portion of Dag No. 87 (hereinafter referred to as the Mortgaged lands) were mortgaged on the terms and conditions contained in the said Indenture of Mortgage dated 23rd, March, 1974 as and by way of security for repayment of 10-ans, the said mortgaged lands being a part of the entire lands of THE VENDOR and falling only in lands described as "A" Sector of the Master Plan,

AND WHEREAS in pursuance of and/or on the basis of the aforesaid allotment of the said plot of land THE PURCHASER satisfied himself / herself as to measurement as per the map of the Master plan,

AND WHEREAS THE VENDOR is absolutely seized and possessed of the entire lands including the said plot of lands and is sufficiently entitled to transfer and sell, subject however to the aforesaid Indenture of Mortgage, dated 23rd, March, 1974, the said plot of lands;

AND WHEREAS as a general policy of allotting, transferring and selling of the plots, THE VENDOR has agreed to transfer and sell the said plot of land, subject however to the Indenture of Mortgage dated 23rd, March, 1974, on and for a consideration of the payment of Rs. 9, Lacs /... and THE PURCHASER has agreed to purchase and to have and hold as absolute owner thereof, on the terms and conditions appearing hereinbelow:

*Narayan Chandra Sill*

(5)



NOW THEREFORE THIS INDENTURE WITNESSETH :

1. THAT in pursuance of the terms and conditions of allotment of the said plot of land allotted by THE VENDOR in favour of THE PURCHASER and in consideration of the payment of a sum of Rs. 9,800/- paid by THE PURCHASER to THE VENDOR (the receipt whereof is hereby accepted and acknowledged) THE VENDOR as beneficial owners HEREBY CONVEY, GRANT, TRANSFER AND SELL, by way of absolute sale to THE PURCHASER, ALL THAT PIECE AND PARCEL of land measuring more or less four cottahs/three cottahs/two cottahs being Plot No. 12/2 <sup>Sector</sup> as described in the Master Plan, a copy whereof is annexed hereto and forming a part hereof, more fully and particularly described in the Schedule attached hereto and forming a part hereof HOWSOEVER otherwise the said property now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER with all houses out-houses or other buildings, erections, fixtures, walls, yards, courtyards and benefit and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof AND all the estate, right, title, inheritance, use, trust, property, claim, and demand WHATSOEVER both at law and in equity of the vendor into and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the vendor, his heirs, executors, administrators or representatives or any persons from whom he or they can or may procure the same without action or suit at law or in equity TO HAVE AND

→ *Trayam Chaudhary*

(6)



TO HOLD the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and to the use of the purchaser, his heirs, executors, administrators, representatives and assigns forever AND THE VENDOR do hereby for himself, his heirs, executors, administrators, representatives and assigns, THAT notwithstanding any act, deed or thing whatsoever, by THE VENDOR or by any of his predecessors and ancestors in title, done or executed or knowingly suffered to the contrary THE VENDOR had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the purchaser, his heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT THE PURCHASER, his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profit thereof, without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDOR or any person or persons lawfully or equitably claiming from under or in trust for him or from or under any of his ancestors or predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the VENDOR well and sufficiently indemnified of from and against all and all manner or claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by THE VENDOR or any of his ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT THE 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 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 cost of the purchaser, his heirs, executors, administrators, representatives and assigns do and execute, or cause to be done and executed all such acts, deeds and things

*Narayan Chaudhary*

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whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the PURCHASER, his heirs, executors, administrators, representatives and assigns according to the true intent and meaning of this deed as shall or may be reasonably required AND FURTHERMORE THAT the VENDOR and all his heirs, executors, administrators and assigns against loss, damages, costs charges and expenses if any suffered by reason of any defect in the title of the VENDOR or any breach of the covenants hereinunder contained.

2. THAT THE VENDOR hereby covenants with THE PURCHASER as follows:

- a) that the said plot of lands shall be quietly entered into and upon and held and enjoyed and the rents and profits received therefrom by the PURCHASER without any interruption or disturbance by THE VENDOR or any person claiming through or under THE VENDOR and without any lawful disturbance or interruption by any other person whomsoever.
- b) that THE VENDOR will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said property to THE PURCHASER, his heirs or assigns as may reasonably be required.
- c) that THE PURCHASER shall pay to THE VENDOR a sum of Rs. 400/- (Four) Rs. per month or such sum or further sum as may be decided upon by the managing Committee of THE VENDOR on or before Seventh of every month as and/or by way of charges towards maintainance of the common amenities and/or facilities and/or furtherance of common causes or objects of THE VENDOR and in default, such sum carry interest @ 12.5% per annum on such sum till recovery thereof.
- d) ~~THAT THE PURCHASER shall abide by and be subject to the bye-laws and the decisions of the Managing Committee and/or general body of members in the General Meetings.~~

SCHEDULE

*pur*  
*pur* ALL THAT piece and parcel of a plot of land being plot No. CZ-12 in the Sector No. B..... measuring more or less 4 (four) cottahs/3 (three) Cottahs/2 (two) Cottahs in the District 24-Parganas, Touzi-173,

*Kanayan Chandra Saha*

1298/2833, J. L. No. 2, Mouza Dhapa, Nimak Poktan R. S. No. 236, C. S. Khatian Nos. 654, 609, 612, Revisional Settlement Khauda Khatian Nos. 407, 408, 352 and 353, District Survey and Settlement Khatian Nos. 2 and 43 corresponding to the entire R. S. Dag Nos. 248, 186, 187, 167 and Dag Nos. 201, 140 and 141 under P. S. Jadavpur ( Old Tollygung ) under the District Collectorate at Alipur butted and bounded —

BY NORTH : CZ-17 NO. PLOT

BY SOUTH : 30'-0" WIDE ROAD

BY EAST : 50'-0' WIDE ROAD

BY WEST : CZ-13 NO. PLOT

and morefully and particularly delienated and demarkated in the site plan with red ink as enclosed hereto.

IN WITNESS WHEREOF the parties hereto have signed this deed on the dates mentioned against their respective signature.

WITNESS

1.

Jagan Chandra Sen  
P.O. Secy. P.O. Office  
Cat-1

2.

.....  
.....  
.....

Per Metropolitan Cooperative  
Housing Society Ltd.

Charitosh Dutta Roy

FIRST PARTY

SECRETARY

Charitosh Dutta Roy

SECOND PARTY

for the Constituted Attorney of  
Metropolitan Co-op. Housing Society Ltd.  
and its Chairman

DATED THIS DAY OF 15

DEED OF CONVEYANCE  
BETWEEN



METROPOLITAN COOPERATIVE  
HOUSING SOCIETY LIMITED

AND

SUB-REGISTRAR, ALIPORE MR. MRS. KARAYAN... 84 Parganas.

1014/82

TUESDAY 5/12



Book No. 117  
Volume no. 117  
Pages 28 to 31  
Being No. 117  
For the year 1982

Sub-Registrar, Alipore  
84 Parganas,  
14.4.82

ANUPAM K. CHATTERJEE  
ADVOCATE  
OLD POST OFFICE STREET  
CALCUTTA-700006

11-5-street  
pindar

Karayan Chaudha