

Fees Exempt -

~~Administrative Order Ruffin and son~~
~~Order of the~~
~~Bengal Co-operative Societies Act, 1940~~
~~Not agricultural~~
~~Land~~
~~Stamp duty~~
~~under the Indian Stamp Act, 1899~~
~~Schedule I.A. No. 1392 co-op of 17-8-51~~
~~vide Govt. Notification~~
~~24-12-53~~
~~24 PARGANAS~~

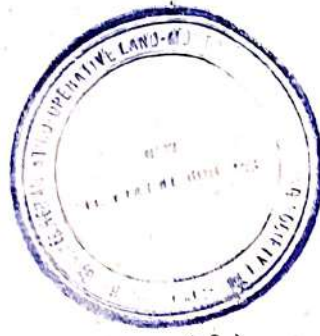
Memorandum
 This Indenture of Conveyance made this 18th day of December, 1953 day of One Thousand Nine Hundred and Fifty Sixty-three BETWEEN THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK & HOUSING SOCIETY LTD., a Society registered under the Bengal Co-operative Societies Act, 1940 and having its registered office at Writers' Buildings, Dalhousie Square in the city of Calcutta hereinafter called "The Housing Society" (which expression shall where the context so admits include its assigns and successors) of the One Part AND

Memorandum
 Sri Bejoy Kumar Basu,
 son/wife/widow of Sri Narendra Kumar Basu,
 residing at 45, Jodhpur Park, Calcutta-31.
 and a member of the said Housing Society hereinafter called "the Allottee" which expression shall where the context so admits include his heirs, executors, administrators, representatives, assigns, successors, nominees and predecessors in interest of the Other Part.

WHEREAS One William Graham by several Bengali deeds of sale both in his own name as well as in benami of his clerk Ramsasi Chaudhury purchased various plots of land held in Madhya Sattwadhikari Chirasthai Mekarari Mourashi rights and several plots of rent free lands in Mouzas Dhakuria Gobindapur and Salimpur in Thana Tollygunge in the District of 24-Parganas

AND WHEREAS the said William Graham by virtue of his purchase as aforesaid had his name recorded in the records of the Superior Landlords and was seised and possessed of the same as the sole and absolute owner thereof till his death on the 17th January, 1931

AND WHEREAS prior to his death the said William Graham on the 3rd May, 1909 made and published his last Will whereby he gave devised and bequeathed unto his wife Mrs. Kate Emily Graham all his moveable and immovable real and personal properties and whereof he appointed his wife the said Kate Emily Graham as the sole Executrix



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AND WHEREAS the said Will was duly proved in the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction and Probate thereof was on the 31st day of March 1931 granted to the said Kate Emily Graham as the Executrix thereof

AND WHEREAS the said Kate Emily Graham prior to her death on the 2nd October, 1931 made and published her last Will and Testament on the 2nd April, 1931 whereby she appointed the Official Trustee of Bengal as the sole Executor of her said Will with directions to the Official Trustee to administer the Estate in the manner set out in the said Will

AND WHEREAS the Official Trustee as such Executor to the said Will of the said Kate Emily Graham applied to the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction for grant of probate to him

AND WHEREAS on the 15th December, 1931 Probate of the Will of the said Kate Emily Graham was granted to the Official Trustee as such executor by the said High Court

AND WHEREAS the said Official Trustee of Bengal as such executor as aforesaid was administering the Estate of the said Kate Emily Graham and was seised and possessed of the said lands hereditaments and premises in the Mouzas Dhakuria Salimpur and Gobindapur as set out in the Schedule to the hereinafter recited INDENTURE OF CONVEYANCE dated the 18th day of July, 1947 executed by the Official

Trustee of Bengal in favour of the Housing Society

24-12-3
Sub-Registrar of Annapur.
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AND WHEREAS by an Indenture of Lease dated the 29th Day of November 1935 and made between the said Official Trustee of Bengal of the One Part and Jodhpur Club Ltd., a Company with limited Liability incorporated under the Indian Companies Act, 1913 (now dissolved) Dhakuria Post Office, of the Other Part and registered at the Calcutta Registration Office in Book I Volume 103 at pages 280 to 296 being No. 4467 for the year 1935 the said Official Trustee of Bengal granted and

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demised unto Jodhpur Club Ltd. the aforesaid lands hereditaments and premises more particularly described in the Schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in red borders together with the principal mansion or Club House on a portion thereof for the term of nineteen years with effect as on and from 1st day of January, One Thousand Nine Hundred and Thirty-One with option of renewal at the rent and upon and subject to the covenants and conditions therein respectively reserved and contained for a further term of fifteen years commencing from the expiry of the term thereby granted

AND WHEREAS by an Indenture of Conveyance dated the Twenty first day of February One Thousand Nine Hundred and Forty Four and made between the said Official Trustee of Bengal of the First Part Jodhpur Club Ltd. of the Second Part and Kishenlal Poddar and Annandilal Poddar of the Third Part and registered at Sadar Joint Registry, Alipore in Book I Volume 17 at pages 1 to 8 being No. 509 for the year 1944 a portion of Dag No. 329 in Khatian No. 79 containing an area of one cottah fourteen chittacks and thirty square feet and also a portion of Dag No. 330 in Khatian No. 117 comprising an area of ten cottahs five chittacks and thirty five square feet being a portion of lands demised by the hereinbefore recited Indenture of Lease dated the Twenty Ninth day of November One Thousand Nine Hundred and Thirty Five were released and conveyed unto the said Kishenlal Poddar and Annandilal Poddar

AND WHEREAS by the said Will dated the 2nd April 1931 the said Mrs. Kate Emily Graham inter alia directed the Official Trustee of Bengal to sell call in and convert into money such part of the Estate of the said Kate Emily Graham as did not consist of money

AND WHEREAS by virtue of such direction contained in the said Will and also for the purpose of administration of the Estate of the said Kate Emily Graham, the said Official Trustee of Bengal by a Memorandum of Agreement dated the Twelfth day of November, 1945 and made between the said Official Trustee of the One Part and the Bengal Secretariat Co-operative Society Ltd., a Society registered under the



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Bengal Co-operative Societies Act, 1940 and having its registered office at Writers' Buildings, Calcutta of the Other Part agreed for the absolute sale to the said Bengal Secretariat Co-operative Society Ltd. or its nominee at or for the price of Rupees Ten Lacs and Ten Thousand (Rs. 10,10,000) only of all the said lands hereditaments and premises aggregating in all to an area of 80.93 acres more or less situate at the aforesaid Mauzas of Dhakuria, Gobindapur and Salimpur within parganas Khaspur Thana Tollygunge Sub-Registry Alipore within the jurisdiction of Tollygunge Municipality (now within the Calcutta Corporation) in the District of 24 Parganas being premises No. 1, Gariahat Road and more particularly set out in the Schedule to the hereinafter recited Indenture of Conveyance dated the 18th day of July, 1947 and made between the said Official Trustee of Bengal of the One Part and the Housing Society of the Other Part (save and except two pieces of lands as mentioned in aforesaid Indenture dated the 21st February, 1944) subject to the hereinbefore recited lease dated the 29th day of November, 1935 granted by the said Official Trustee of Bengal in favour of the Jodhpur Club Ltd. as aforesaid but otherwise free from all encumbrances

AND WHEREAS in pursuance of the said Agreement dated the 12th November 1945 the said Bengal Secretariat Co-operative Society Ltd. paid to the said Official Trustee of Bengal Rupees One Lac (Rs.1,00,000) only by way of earnest on the 8th day of October 1945 and Rs. 9,10,000 (Rupees Nine Lacs and Ten Thousand) only being the balance of the consideration money in full on the 29th day of January

24.1.1947

Signature of Official Trustee of Bengal
OFFICIAL TRUSTEE OF BENGAL

AND WHEREAS the said Bengal Secretariat Co-operative Society Ltd. received fixed deposits at an interest of 4%(four per cent)per annum to create a fund for the purpose of purchasing the said premises No. 1, Gariahat Road and paid out of the said fund the aforesaid consideration money of Rs. 10,10,000, (Rupees Ten Lacs and Ten Thousand) only to the said Official Trustee of Bengal

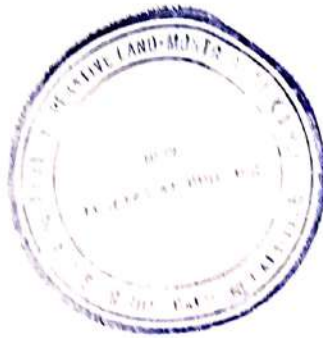
AND WHEREAS in addition to the consideration money of Rupees Ten Lacs Ten Thousand (Rs. 10,10,000) only paid to the

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Official Trustee of Bengal as hereinbefore stated the said Bengal Secretariat Co-operative Society Ltd. had also to incur a further expenditure of Rupees Sixty-Four Thousand Four Hundred Forty-Seven and Annas Four and Pies Six (Rs. 64,447-4-6) only by way of interest on fixed deposits and other incidental charges in connection with the purchase of the said premises No. 1, Gariahat Road

AND WHEREAS the Bengal Secretariat Co-operative Society Ltd. agreed with the Housing Society for the assignment to the Housing Society of the benefits of the Agreement dated the 12th day of November, 1945 as aforesaid subject to the liability thereunder in consideration of the following sums of money viz., Rupees Ten Lacs Ten Thousand (Rs. 10,10,000) only being the amount paid by the Bengal Secretariat Co-operative Society Ltd. to the Official Trustee of Bengal and Rupees Sixty-Four Thousand Four Hundred Forty-Seven and Annas Four and Pies Six (Rs. 64,447-4-6) only being the additional expenditure incurred on account of interest on fixed deposits and other incidental charges hereinbefore stated, that is in all Rupees Ten Lacs Seventy-Four Thousand Four Hundred and Forty-Seven and Annas Four and Pies Six (Rs. 10,74,447-4-6) only with interest thereon @ 4% (four per cent) per annum to be repaid by 31st day of December, 1949

AND WHEREAS in consideration of the Housing Society having agreed to pay to the Bengal Secretariat Co-operative Society Ltd. the sum of Rupees Ten Lacs Seventy-Four Thousand Four Hundred and Forty-Seven and Annas Four and Pies Six (Rs. 10,74,447-4-6) only together with interest as aforesaid the Bengal Secretariat Co-operative Society Ltd. assigned by an Indenture of Assignment dated the 2nd day of July, 1947 unto the Housing Society ALL THAT THE SAID RECITED AGREEMENT and all the estate, right, title, benefit, advantages property claim demand whatsoever of the Bengal Secretariat Co-operative Society Ltd. on in or to the same and the lands and premises including buildings and structures thereon to hold the benefit of the said recited Agreement unto the Housing Society absolutely subject nevertheless to the terms and conditions of the lease dated the 29th day of November 1935 in favour of the Jodhpur Club Ltd. and nominated



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the Housing Society as its nominee to complete the purchase of the aforesaid premises No. 1, Gariahat Road

AND WHEREAS on the Twenty-Ninth day of June One Thousand Nine Hundred and Forty-Six the said Jodhpur Club Ltd. duly exercised the option of renewal conferred on it by the hereinbefore recited Indenture of lease dated the 29th November, 1935 but no renewed lease was executed

AND WHEREAS by an Indenture of Conveyance dated the Eighteenth day of July One Thousand Nine Hundred and Forty-Seven and made between the said Official Trustee of Bengal of the One Part and the Housing Society as nominee of the Bengal Secretariat Co-operative Society Ltd. of the Other Part the said Official Trustee of Bengal granted and conveyed to the Housing Society all the said lands, hereditaments and premises together with all structures situate in aforesaid Mouzas of Dhakuria, Gobindapur and Salimpur and being premises No. 1, Gariahat Road within Tollygunge Municipality (now under the Corporation of Calcutta) and more particularly set out in the Schedule to the said Indenture of Conveyance dated the 18th July 1947, subject to the said lease dated the 29th November 1935 in favour of the Jodhpur Club Ltd. but otherwise free from all encumbrances

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Registered of
M. S. BARGAN

AND WHEREAS the Housing Society in furtherance of its objects formulated a Scheme known as the Tollygunge Scheme also known as the Tollygunge Scheme (Jodhpur Club Lands) in respect of its lands and premises being premises No. 1, Gariahat Road purchased from the Official Trustee of Bengal under the aforesaid Indenture of Conveyance dated the 18th July, 1947 for the purpose of providing houses to its members by establishing a model garden colony with all amenities of City life for the attainment of better living conditions and promotion of economic interest of its members and other residents of the colony through Co-operative efforts and invited applications for admission of members with a view to sell plots to them on the basis of the aforesaid Scheme

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AND WHEREAS the said Tollygunge Scheme interalia contained the provisions as follows :

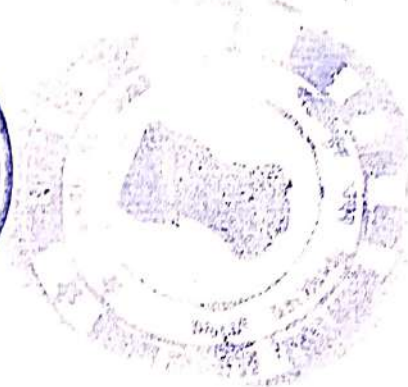
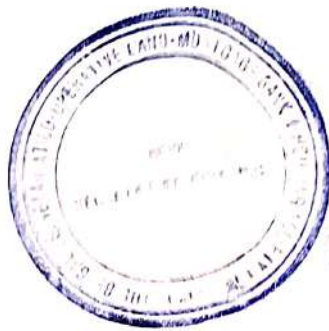
1. That price of plot shall be determined having regard to the relative position and character of land of a plot without taking into account the development and other costs.

2. That Development works such as filling of tanks ditches and low lands, construction of roads, laying of water pipes (mains) and sewers etc. and other engineering works involved in the Scheme shall be done by the Housing Society as and when it is possible to carry them out after the vacant possession of the lands is obtained from Jodhpur Club Ltd. and cost thereof shall be recovered by way of Betterment fee from the Allottees and the same shall be a charge on the plots, such cost not being likely to exceed Rs. 800 per cottah of a plot.

3. That for the earlier implementation of the Scheme the Housing Society shall endeavour to obtain release of the lands from Jodhpur Club Ltd. before the expiry of the lease granted by the Official Trustee of Bengal to the said Jodhpur Club Ltd. either through private negotiation with the Jodhpur Club Ltd. or by compulsory acquisition through Government and the costs thereof shall be recovered as Acquisition costs and the same shall be a charge on the plots.

4. That the Price of plot, Development cost (or Betterment fee) and Acquisition cost as aforesaid may be paid by a member (Allottee) of the Housing Society either in one lump without interest immediately on the issue of a call for such payment or by instalments with interest @ 6% (six per cent) per annum from the date of the issue of each such call. The time for interest-free payment in lump as well as the term of repayment by instalment with interest @6% shall be fixed by the Housing Society at the time of issue of each such call.

AND WHEREAS the Housing Society having failed to secure earlier release of the land from Jodhpur Club Ltd. by private negotiation



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applied to the Government of West Bengal under the West Bengal Ordinance II of 1948 (afterwards West Bengal Land Development and Planning Act, 1948) for the compulsory acquisition of the lease hold interest of the said Jodhpur Club under the aforesaid lease dated the 29th November 1935

AND WHEREAS on the Twenty third day of May, 1949 the Jodhpur Club Ltd. was served with a notice from Government of West Bengal intimating that it had been proposed to acquire the aforesaid lands and premises on behalf of the Housing Society for building a colony on Co-operative basis thereon

AND WHEREAS the Jodhpur Club objected to the said acquisition and filed a suit being title suit No. 52 of 1949 in the Sixth Additional Court of the Subordinate Judge at Alipore (formerly suit No. 203 of 1949 in the Second Court of the Subordinate Judge of 24 Parganas at Alipore) against the Housing Society and the State of West Bengal, objecting to the said acquisition

AND WHEREAS by a decree made in the said suit No. 52 of 1949 the Defendants (the Housing Society and the State of West Bengal) were restrained by a permanent injunction in so far as the proposed acquisition was concerned from taking or causing to be done any acts or things in respect of the proposed acquisition of the aforesaid lands and premises and from interfering with the Club's possession of the said lands and premises

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AND WHEREAS the defendants in the aforesaid suit viz., the Housing Society and the State of West Bengal jointly preferred an Appeal in the Calcutta High Court being First Appeal No. 35 of 1952 against the aforesaid judgement and decree in T. S. No. 52 of 1949

AND WHEREAS the Housing Society and the said Jodhpur Club Ltd. with a view to settling the said F. A. No. 35 of 1952 executed

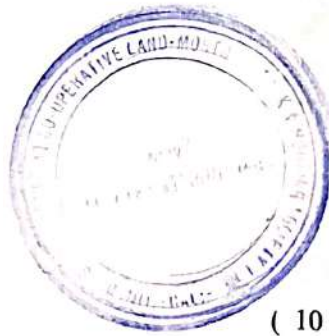
a Memorandum of Agreement dated the 22nd day of December, 1952

AND WHEREAS in the said Memorandum of Agreement the said Jodhpur Club Ltd. agreed to execute in favour of the Housing Society a proper deed of assignment in the form set out in the Schedule thereto on receipt of a sum of Rupees Five Lacs only which amount was duly paid by the Housing Society to the Jodhpur Club Ltd.

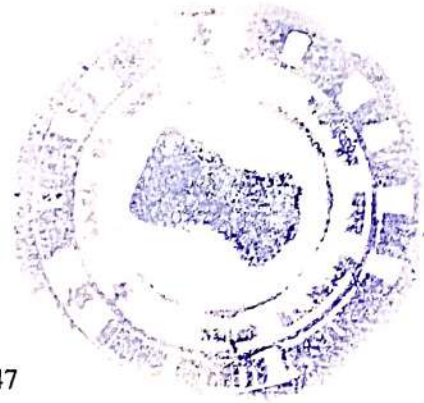
AND WHEREAS in pursuance of the said Agreement and in consideration of the said sum of Rupees Five Lacs only paid by the Housing society to the Jodhpur Club Ltd. ALL THOSE LANDS AND PREMISES comprised in and demised by the hereinbefore recited lease dated the 29th day of November, 1935 were assigned by an Indenture of Assignment dated the 6th day of March, 1953 by the Jodhpur Club Ltd. free from all charges and encumbrances unto the Housing Society for all the residue then unexpired period of the term of fifteen years created by the exercise of the option to renew given to the Jodhpur Club Ltd. by the said lease dated the 29th day of November, 1935

AND WHEREAS on a joint petition filed by the appellants (the Housing Society and the State of West Bengal) and respondent (Jodhpur Club Ltd.) in the matter of F. A. No. 35 of 1952 in the High Court of Calcutta (Civil and Appellate Jurisdiction) the said appeal was allowed in full and disposed of in terms of the said Agreement dated the 22nd December, 1952 by the High Court and vacant possession of the said lands and premises was made over by the Jodhpur Club Ltd. to the Housing Society in terms of the decree of the High Court F. A. No. 35 of 1952

AND WHEREAS the Housing Society has paid the said amount of Rs. 10,74,447-4-6 (Rupees Ten Lacs Seventy-Four Thousand Four Hundred Forty-Seven and Annas Four and Pies Six) only together with interests etc. amounting in all to Rs. 11,08,787-10-6 (Rupees Eleven Lacs Eight Thousand Seven Hundred Eighty-Seven and Annas Ten and Pies Six) only to the Bengal Secretariat Co-operative Society Ltd. in full satisfaction of the claims of the said Society under the aforesaid Indenture



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of Assignment dated the 2nd day of July, 1947

AND WHEREAS the Housing Society in pursuance of the said Tollygunge Scheme (Jodhpur Club Lands) divided the aforesaid lands and premises in mouzas Dhakuria, Salimpur and Gobindapur being premises No. 1, Gariahat Road more particularly described in the Schedule to the Indenture of Conveyance dated the 18th July, 1947 measuring about 80.93 acres into several building plots and other common utility areas such as parks, market, lake, schools, playgrounds etc. and has constructed and proposed to construct roads pathways passages and set back areas with the object of selling the said several building plots as separate hereditaments to its members and others

AND WHEREAS the said roads pathways passages and set back areas and common utility areas are intended for the better enjoyment by the Allottee and other purchasers and the owners for the time being of the respective plots belonging to them

AND WHEREAS the Housing Society admitted the Allottee as one of its members with the intention and purpose of selling to him a piece or parcel or plot of land in the said Tollygunge Scheme and has agreed with the Allottee for absolute sale to him of the said plot No. 45 (Forty-five) containing an area of 5 (five) Kattahs. 3 (three) Chittacks. 6 (Six) Square Feet more or less being a portion of premises No. 1, Gariahat Road more particularly described in Schedule "A" hereto at or for the consideration of Rs. 5,019-87-^{P.} - (Five thousand nineteen and eighty seven N.P.) of - excluding interest for deferred payments if any - on account of the Price of Plot and other payments on account of Acquisition cost and Development cost (Betterment Fee)

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MARGANA

AND WHEREAS the Allottee being desirous of purchasing a piece or parcel or plot of land in the said Tollygunge Scheme has become a member of the Housing Society and has agreed to purchase the said plot No. 45 — and has made diverse payments towards the purchase of the said plot No. 45 — by way of Price of Plot,

Acquisition cost and Development cost (Betterment fee) in response to the calls issued by the Housing Society from time to time, the details of which payments are given in the Schedule "B" hereto and the receipt whereof is acknowledged by the Housing Society

AND WHEREAS the Housing Society is now seised and possessed of and otherwise well and sufficiently entitled free from encumbrances to the said ~~lands and premises of the said mouzas Dhakuria, Salimpur and Gobindapur being premises No. 1, Gariahat Road comprising an area of 80.93 acres more or less more particularly described in the Schedule to the hereinbefore-recited Conveyance dated the 18th day of July, 1947 including the piece or parcel or plot of land described by the Society as plot No. 45 (Forty-five)~~ — hereby agreed to be conveyed to the Allottee

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 5,019-87-P. (*Rs. five thousand nineteen and 87 P.*) of which has been paid to the Housing Society by the Allottee on or before the execution of these presents (the receipt whereof the Housing Society does hereby acknowledge) ~~being a part or portion of the aforesaid consideration money and the balance whereof namely the sum of Rupees~~ —

~~is to be secured by an Indenture of charge of even date with but executed immediately after these presents upon the said premises and made between the Allottee of the One Part and the Housing Society of the Other Part~~ the Housing Society hereby grants conveys transfers assigns and assures unto the Allottee All That piece or parcel of land hereditaments and premises containing an area of 5 — Kattahs. 3 — Chittacks. 6 — Square Feet more or less being a portion of premises No. 1, Gariahat Road more particularly described in the Schedule "A" hereto and delineated on the plan hereto annexed and thereon coloured red together with all buildings out houses compounds trees fences liberties privileges easements rights lights appendages and appurtenances whatsoever to the said land hereditaments and premises or any part thereof belonging or in any wise appertaining held used or



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occupied therewith and all the estate right title and interest property claim and demand whatsoever of the Housing Society into or upon the same and every part thereof TO HAVE AND TO HOLD the said plot of land and the structures and buildings thereon unto the Allottee absolutely and forever, subject to the performance and observance by the Allottee of the covenants hereinafter contained.

AND the Allottee as to the plot of land hereby conveyed and with intent to bind all persons in whom the said plot of land shall for the time being be vested, but not so as to be personally liable after he has parted with the said plot, hereby covenants with the Society

(a) Not to erect on the said land or any part thereof any building or buildings of a height greater than that sanctioned by the Corporation of Calcutta.

(b) Not to do or suffer on the said land anything which will be a legal nuisance and can be reasonably objected to by the Housing Society or any person dwelling, owing or occupying land or building in the neighbourhood :

PROVIDED that there shall be no interference with the proper and legitimate enjoyment of the Allottee's rights to live in the manner of his own community and to perform religious and social rights on the same premises according to his faith.

(c) To furnish to the Housing Society one copy each of the site plan, plans and elevations and specifications of the said building or (in cases where sanction of the Corporation of Calcutta is required) of alteration or additions thereto, before or at the time of making application to the Corporation of Calcutta for permission to erect, add to or alter the same.

(d) That if any building or structure is erected altered or added to otherwise than in substantial accordance with the above covenants the Allottee shall, on notice from the Housing Society be liable to demolish

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and remove the same at his own expense and shall not be entitled to any compensation on this account.

(e) That the Allottee shall give access to the said plot at all reasonable time to the Housing Society's Employees, contractors or agents or any other person or persons authorised by the Housing Society for carrying out operations in connection with the development of the area comprised in the said Tollygunge Scheme including the Plot hereby conveyed, and shall further afford proper facilities for the carrying out of such operations.

(f) That the Allottee shall at his own cost connect all privies and drains and yard gullies on the said Plot No. 45 to the sewers of the Tollygunge Scheme (Jodhpur Club Lands) as soon as the said sewerage system will function notice of which will be given by the Housing Society and/or the Corporation of Calcutta either individually or by a general notification in the press.

And the Housing Society hereby covenants with the Allottee :

(i) To pay for all time to come on behalf of the allottee the proportionate annual rent payable by him (Allottee) to the superior land-lords in respect of the plot hereby conveyed in consideration of a lump sum payment of Rs. 42/- (Rupees forty two) only - (being approximately 35 years' purchase of the average rent payable per cottah)

(ii) To make good any loss that the Allottee may sustain by reason of failure or default on the part of the Housing Society to pay the rent to the superior land-lords as aforesaid.

(iii) The Housing Society further covenants with the allottee that if there be any additional capital or fund derived by the Housing Society by sale of plots other than those already allotted, or by disposal of other assets of the Housing Society, or from any other source, such

additional fund or capital shall be utilised towards the Development cost or otherwise disposed of in accordance with the decision that may be taken from time to time in this behalf by the General Meeting of the Housing Society. If after such appropriation of the additional capital or fund there remains any surplus out of the amount realised from the allottees on account of Development cost (Betterment fee) such surplus Development cost may be distributed among the allottees including the present Allottee in such manner as may be decided by the General Meeting. The decision of the General Meeting in this respect shall be final.

It is agreed that the stamp duty and the Registration cost - payable on this document will be borne by the Housing Society.

SCHEDULE "A" ABOVE REFERRED TO.

All that piece or parcel of land being a portion of premises No. 1, Gariahat Road described by the Housing Society as Plot No. 45 - of the Tollygunge Scheme (Jodhpur Club Lands) of the said Society measuring *5 (five)* Kottahs *3 (three)* chittaks *6 (six)* - squar feet more or less and butted and bounded on the

NORTH { by a portion of the said Premises No. 1, Gariahat Road reserved for the proposed *40'* ft. wide Road described by the Housing Society as Road/Plot No. *45*.

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SOUTH { by a portion of the said Premises No. 1, Gariahat Road reserved for the proposed *51'* ft. wide Road described by the Housing Society as Road/Plot No. *51*.

EAST { by a portion of the said Premises No. 1, Gariahat Road reserved for the proposed *46'* ft. wide Road described by the Housing Society as Road/Plot No. *46*.

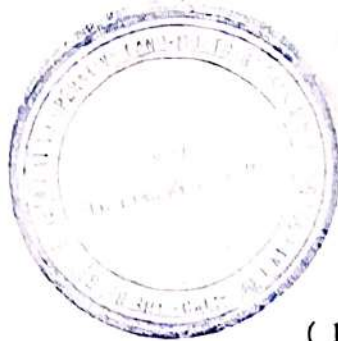
WEST { by a portion of the said Premises No. 1, Gariahat Road reserved for the proposed *44'* ft. wide Road described by the Housing Society as Road/Plot No. *44*.

Within Calcutta Corporation, Thana Tollygunge Registration office Alipore, falling within one or more of manzars Dhakuria, Golindapur and Salimpur, Pargana Khospur, District 24-Parganas.

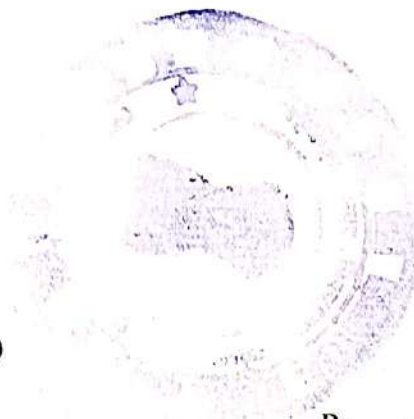
SCHEDULE "B" ABOVE REFERRED TO.

Received of and from the aforesaid Allottee Sri Bejoy Kumar Basu, -
son of Sri Narendra Kumar Basu, residing at 45, Jodhpur Park, Sec-3
 the sum of Rs. 5,019-87 nP. (Rupees five thousand -
nineteen and eightyseven paise),
 only mentioned to have been paid by him to the Housing Society in
 respect of Plot No. 45 (Forty-five) - of the Tollygunge
 Scheme (Jodhpur Club Lands) of the Housing Society more particularly
 described in Schedule "A" hereof as per details given below :-

		Rs.	nP.
1. <u>Price of Plot.</u>	...	...	2,597-89
Amount paid by the Allottee (up to <u>18.12.63</u>)	Rs. <u>2,597-89</u>		
Less amount deducted on account of Interest payable by the Allottee on Price of Plot (up to <u>18.12.63</u>)	Rs. <u>nil</u>		
Net amount paid on account of Price of Plot (up to <u>18.12.63</u>)	Rs. <u>2,597-89</u>	2,597-89	
Balance due on account of Price of Plot as on <u>18.12.63</u>	<u>nil</u>		
2. <u>Acquisition Cost.</u>	...	...	1,123-00
Amount paid by the Allottee (up to <u>18.12.63</u>)	Rs. <u>1,123-00</u>		
Less amount deducted on account of Interest payable by the Allottee on Acquisition Cost (up to <u>18.12.63</u>)	Rs. <u>nil</u>		
Net amount paid on account of Acquisition Cost (up to <u>18.12.63</u>)	Rs. <u>1,123-00</u>	1,123-00	
Balance due on account of Acquisition Cost as on <u>18.12.63</u>	<u>nil</u>		



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	Rs.	nP.
3. <u>Development Cost (Betterment Fee) First Call. ...</u>		1,039=18
Amount paid by the Allottee (up to 18.12.63.)	Rs. 1,039=18	
Less amount deducted on account of Interest payable by the Allottee on Development Cost (Betterment Fee) 1st Call (up to 18.12.63.)	Rs. <u>nil</u>	
Net amount paid on account of Development Cost First Call (up to 18.12.63.)	Rs. 1,039=18	1,039=18
Balance due on account of Development Cost (Betterment Fee) 1st Call as on 18.12.63.	<u>nil</u>	
4. <u>Development Cost (Betterment Fee) Second Call. ...</u>		259=80
Amount paid by the Allottee (up to 18.12.63.)	Rs. 259=80	
Less amount deducted on account of Interest payable by the Allottee on Development Cost (Betterment Fee) Second Call	Rs. <u>nil</u>	
Net amount paid on account of Development Cost (Betterment Fee) Second Call (up to 18.12.63.)	Rs. 259=80	259=80
Balance due on account of Development Cost (Betterment Fee) Second Call	<u>nil</u>	

24-12-63

Sub-Registrar of Land Revenue
Dist. 24 PARGANA

Grand Total of the net amounts paid by the Allottee on account
of Price of Plot, Acquisition Cost, Development Costs (Betterment
Fee)—First and Second Calls up to 18.12.63 being the sum of
Rupees five thousand nineteen and eightyseven N.P. only.

[Handwritten signature]

(17)

and the Grand Total of the outstanding dues on account of the Price of Plot, Acquisition Cost and Development Cost, (Betterment Fee) First and Second Calls as on 18th December, 1963 being the sum of Rupees — nil.

Provided always that the Allottee shall be liable to pay on account of the Development Cost (Betterment Fee) any further sum or sums not exceeding Rs. 550 (Five Hundred Fifty) per Kottah of the land hereby conveyed as per provision No. 2 at page 7 hereof and the payment of such sum or sums shall be charged on the Plot hereby conveyed.

In witness whereof the parties hereto namely the Housing Society and the Allottee have set and affixed their hands and seals the day month and year first above written.

Signed & Sealed by the above named Housing Society in the presence of

Common seal of the above named The Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society Ltd., is hereby affixed and these presents are signed by the Secretary, the Chairman/Vice-Chairman/Director of the said Society in the presence of

For and on behalf of

The Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society, Limited.

Witnessess :—

1. Gulip Kumar Kundu,
14-B, 'S' Road, Baranagar,
Howrah.
2. Nirmal Chandra Golt,
16, Baikuntha Row, Calcutta-37

Chairman

Secretary.

S. C. Khosla
Vice-Chairman
Director

Signed and sealed by the above-named Allottee in the presence of

Witnessess :—

1. Ranjit Basu
1/45 Baranagar Road (South)
Todd Park
Calcutta-31.
2. Pavul Basu.
45 No- godh pur Park.
Calcutta 31

Ranjit Kumar Basu
Allottee.

Alunt

S.C. Khosla

Alunt

Registered on 24/11/63
 Dec 10/1/63 at the office of Private Residence
 in the Registrar Alipore Bada
 of K.D. Mukherjee, one of the
 President or director or attorney
 for
 Power of attorney No
 18/1/63 authenticated by the
 Registrar

24-11-63
 Sub-Registrar of Alipore,
 Dist. 24 PARGANAS

- Execution is as follows
- 1) K.D. Mukherjee, Secretary
 - 2) S.C. Khosla, Director
 - 3) K.D. Das, Chairman of Bengal
 Sahakar Co-operative Credit Mortgage
 Bank & Housing Society Ltd. of
 1, Gariahat Rd, Calcutta
 - 4) Bijay Kumar Basu, 10 Narayan
 Kumar Basu of 1, Gariahat Rd.
 Calcutta, Hindu, Landholder

Bijay Kumar Basu

Ranajit Basu

Andal

Signature
 Ranajit Basu
 10/1/63 of Bijay Kumar Basu
 11/45, Gariahat Rd. South
 Godfrey Park Calcutta 31
 Hindu
 Service

Thumb-impression
 Affixed with

24-11-63
 Sub-Registrar of Alipore,
 Dist. 24 PARGANAS

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The Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society, Ltd.

Writers' Buildings, Calcutta.

Tollygunge Scheme (Jodhpur Club Lands)
No. 1, Gariahat Road (South),
Jodhpur Park,
Calcutta-31.

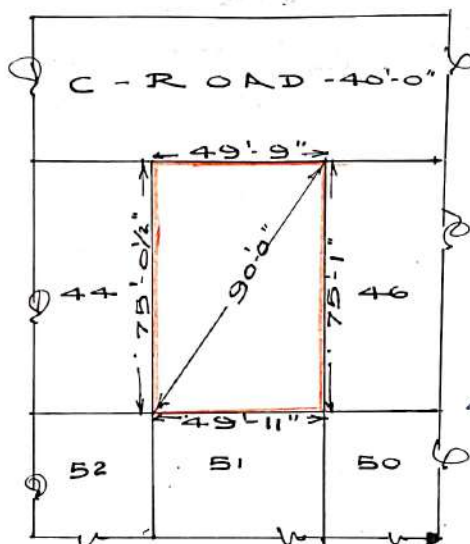
SITE PLAN OF PLOT No. 45

SCALE 50ft. = 1 inch.

Owner of the Plot (Allottee)

Area 5K 3 CH 6.5 FT.

Sri Bejoy Kumar Basu,
Regd. No. 309



P. C. Khasuoli

Am Das

D. P. BOSE.
DRAWN BY

A. Ray overseer
8/1/53.
RESIDENT ENGINEER

Am Das
SECRETARY.

