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PARNASREE PALLY SAMABAYA SAMITI LTD
PARNASREE

THIS INDENTURE made this Eighteenth day of April One thousand Nine hundred and Seventy Six Between the PARNASREE PALLY SAMAVAYA SAMITI ~~LTD~~ a Society registered under the Bengal Co-operative Societies Act, 1940, and having its office at Parnasree Palli in the town of Behala in the District of 24 Parganas hereinafter called the Samiti (which expression unless excluded by or repugnant to the context shall always include its successors, representatives, executors, administrators and assigns) of the One Part AND

Sri/~~Smt.~~ Shibesh Ghosh
Son of Sri Ramesh Chandra Ghosh

by caste Hindu by occupation Service

residing at 3C Upen Banerjee Road, Calcutta-60

P. S. Behala in the District of 24-Parganas hereinafter called the 'Allottee-purchaser/s' (which expression unless excluded by or repugnant to the context shall always include his/~~her/their~~ heirs, executors, administrators, successors, legal representatives and assigns) of the Other Part.

A. WHEREAS The State Government of West Bengal by its Land and Land Revenue Department Declaration No. 3176 L. Dev. dated 25.3.1950 and published in the Calcutta Gazette dated 30.3.1950 acquired land measuring more or less 75.77 acres in area in village Behala (J. L. No. 2) Pargana Balia within P. S. Behala in Sadar Sub-division Alipore in the District of 24 Parganas under the provisions of the Land Development and

Planning Act, 1948, for the Samiti and delivered possession to the Samiti on the 16th day of February, 1951 and subsequent dates.

B. AND WHEREAS By a Memorandum of Agreement dated 16.12.1950 the Samiti entered into an Agreement with State Govt. of West Bengal inter alia to execute and complete the Development Scheme annexed to the said Memorandum of Agreement.

C. AND WHEREAS The Samiti had accordingly developed the land, opened out roads and subdivided the same land into small plots for residential purposes under the schemes Nos. I, II and III and offered for sale such plots to its members.

D. AND WHEREAS The Allottee-purchaser/s who is a member ~~are members~~ of the Samiti approached the Samiti for the purchase of Plot No. 369/1 measuring more or less 4'44 cottahs in and out of the said land as more specifically described in the Schedule "A" annexed hereto, and shown and depicted in the annexed plan.

E. AND WHEREAS The Samiti has agreed to sell to the allottee-purchaser/s the said Plot being No. 369/1

~~F. AND WHEREAS The allottee-purchaser/s has have paid the sum of Rs. different dates as set forth in the Schedule "B" annexed hereto.~~

~~OR~~

AND WHEREAS The allottee-purchaser/s has ~~have~~ paid the sum of Rs. 24,420/- (Rupees Twenty four Thousand, four hundred twenty) only being the full and final price of the Plot as set forth in schedule "B" annexed hereto.

G. AND WHEREAS The Samiti allotted the said Plot No. 369/1 to the Allottee-purchaser/s and entered into an agreement with the Allottee-purchaser/s by a Memorandum of Agreement dated 18.1.1976. and delivered possession thereof to the said Allottee-purchaser/s.

H. AND WHEREAS In modification of the said Agreement dated 16.12.1950 a fresh Agreement inter alia to convey to the Samiti the Scheme Land by the State Govt. of West Bengal without receiving in full the compensation money upon the Samiti securing the due payment by mortgaging charging and assigning in favour of the Govt. of West Bengal its unallotted lands and lands for common user, viz., Jheels, Tanks and Dobas etc., was entered into between the Samiti and Governor of West Bengal on the 26th day of May, 1971.

I. AND WHEREAS In pursuance of the said new Agreement dated 26.5.71 the State Govt. of West Bengal has conferred title of all scheme land

in favour of the Samiti by an Indenture dated 26.5.71 thereby allowing and empowering the Samiti to convey the Plots of allotted lands to the Allottee-purchasers paying in full the prescribed consideration money under Scheme No. III and to the Allottee-purchasers under Schemes Nos. I and II on payment of a further sum of Rs. 300/- (Rupees Three Hundred only) per cottah in addition to the provisional price as mentioned in the Agreement between the Samiti and the individual Allottees in respect of lands allotted to them, the said provisional price plus the additional payment of Rs. 300/- (Rupees Three Hundred only) per cottah being agreed upon by the Samiti as the full and final price or consideration money for the respective Plots under Schemes Nos. I and II.

J. AND WHEREAS The Samiti has simultaneously executed a deed of Mortgage in favour of the State Govt. of West Bengal in respect of the unallotted building Plots and other lands of common user comprised in Parks, Jheels, Tanks and Dobas etc. as fully described in the said Mortgage Deed.

K. AND WHEREAS The Samiti has further agreed to deposit the said additional amount of Rs. 300/- (Rupees Three Hundred only) per cottah as provided in Clause I hereof with the Collector of 24 Parganas.

L. AND WHEREAS The Samiti has thus acquired absolute, indefeasible, and undisputed right to convey the said Plot No. 369/1 to the Allottee-purchaser/s as described in the schedule "A" below.

M. AND WHEREAS in the event of the Samiti failing to comply with any of the terms and conditions of the said Indenture dated 26.5.71, the Governor may re-enter upon and take possession of the lands other than those which have been transferred, conveyed or disposed of in accordance with the terms and conditions of the aforesaid Indenture.

N. AND WHEREAS The land allotted to the Allottee-purchaser/s as described in the said Schedule "A" below is free from Mortgage as aforesaid.

O. ~~AND WHEREAS~~ ~~The Allottee-purchaser/s~~ ~~is an~~ / ~~are~~ ~~allottee/s under Scheme No. I/II and~~ ~~have~~ / ~~has~~ ~~paid further sum of Rs. 300/- (Rupees Three Hundred only) per cottah over and above the provisional price of the Plot as mentioned in Schedule "B" below.~~

~~Or~~

AND WHEREAS The Allottee-purchaser/s is an / are allottee/s under Scheme No. III and has / have already paid full consideration as mentioned in Schedule "B" below.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement dated 18./.1976 entered into between the Samiti and the Allottee-purchaser/s and the conferment of title by the State Government unto the Samiti by an Indenture dated 26.5.71, and in consideration of the sum of Rs. 24,420/- already paid by the Allottee-purchaser/s being the price in full of the said Plot No. 369/1 of the Scheme as detailed in Schedule "B" (the receipt of which respective sums the Samiti doth hereby admit and acknowledge and from the payment whereof doth hereby acquit release and forever discharge the Allottee-purchaser/s as well as the said Plot) the said Samiti doth hereby grant convey transfer and assure unto the Allottee-purchaser/s ALL THAT the piece or parcel of revenue free land being Plot No. 369/1 of the Scheme more fully described in the Schedule "A" hereunder written and delineated in the plan hereto annexed and therein enclosed in red verge together with the right of ways paths passages drains lights sewers wires fixtures walls trees fences hedges ditches and all and every manner of former or other rights liberties privileges easements profits appendages and appurtenances whatsoever standing in and upon or belonging or in any-wise appertaining to the said Plot of land hereby conveyed or any of them or any part thereof with which the same now are or is or at any time or times heretofore were or was held used occupied and enjoyed or accepted reputed deemed or taken or known as part or parcel or member thereof or appertaining thereto free from all encumbrances and deliver/or confirm the delivery of vacant peaceful and khas possession thereof unto the Allottee-purchaser/s AND the Samiti doth hereby covenant with the Allottee-purchaser/s that notwithstanding anything by it the Samiti done committed or knowingly suffered the Samiti has full power and absolute authority to grant convey and assure the said revenue free land unto the Allottee-purchaser/s in manner aforesaid and that the Allottee-purchaser/s his/~~her/their~~ heirs, executors, administrators, successors, assigns and legal representatives shall or may at all times hereafter peaceably and quietly possess and enjoy absolutely and for ever the same and every part thereof and receive and realise the rents issues and profits thereof without any eviction interruption or demand whatsoever by the Samiti AND that the Samiti will at the cost of the person requiring the same execute and do all such acts deeds and assurances for further and more effectually assuring the premises or any part thereof unto the Allottee-purchaser/s in manner aforesaid as shall be reasonably required AND the Samiti doth hereby further covenant with the Allottee-purchaser/s that it will unless prevented by fire or some other inevitable accident upon reasonable request and at the cost of the Allottee-purchaser/s produce or cause to be produced unto him/~~her/them~~ or his/~~her/their~~ attorneys or agents at any trial commission examination or otherwise as occasion shall require all or any of the Indenture of conveyance in the recitals hereto mentioned for the purpose of manifesting defending or proving his/~~her/their~~ title to and in the land hereditaments and premises hereby conveyed or expressed so to be or any part thereof and also at the like request and cost of the Allottee-purchaser/s deliver or cause to be delivered unto the purchaser/s such attested or other

copies or extracts of or from the said Indentures as may be required and shall in the meantime unless prevented as aforesaid or otherwise keep the said Deeds safe unobliterated and cancelled.

SCHEDULE "A" REFERRED TO ABOVE

ALL THAT piece or parcel of revenue free land being Scheme Plot No. 369/1 forming part of C. S. Plot No. 594 measuring four cottahs Seven chittacks and Two Sq. Ft be the same a little more or less in MOUZA Behala, J.L. No. 2, Khatian No. 66, within the South Suburban Municipality, the Municipality holding No. of the said Plot being 1

under P.S. Behala, District 24 Parganas and delineated in the plan hereto annexed and herein enclosed in red verge and butted and bounded as follows:

On the North : Samiti Plot No. 374/1

On the East : Private Land

On the South : Road

On the West : Central Govt. Land

SCHEDULE "B" REFERRED TO ABOVE

Received from within-named Allottee-purchaser/s the above-mentioned sum of Rs. 24,420/- (Rupees Twenty four Thousand four hundred Twenty) only being the consideration in full for the above-mentioned sale as per memorandum below:

MEMO OF CONSIDERATION

For Biswas

Paid by way of application money on	21.4.67, ...	Rs 18,000·00
Paid by way of call money on	6.11.75, ...	Rs 6,420·00
Paid before the execution of these presents	...	Rs - - -
	Total ...	Rs 24,420/-

5 Rupees Twenty four Thousand four hundred Twenty only

Parnasree Pally Samavaya Samiti Limited.

ASSIGNMENT DEED

I,... Sankar Prasad Mitra ... ... son of Sri Atindra Mohan Mitra by caste... ... Kayastha (Hindu) residing at... Plot-H, Jodhpur Park, Calcutta-68 am the holder of share no... 98 ... ...to... ... ..in the Registered Co-operative Society named Parnasree Pally Samavaya Samity Ltd. with its present head-quarter in Behala (24-Parganas) and as appertaining to those shares under the rules of the said Society, I am also the allottee under an Agreement dated... ... ...between myself and the said Society, of plots of land as detailed and defined in Blue Print No... ... ...of the Parnasree Pally Samavaya Samity Ltd. measuring.

Now, on this..Twenty-second... day of ...December... .. of the year one thousand nine hundred and ...Seventy-six... ... ... I, having transferred my share in the above Society to Sri ... .who has been accepted and admitted by the Samiti as eligible for membership, do hereby assign all my rights, title and interest in the aforesaid plot of land, subject to all liabilities arising out of the aforesaid Agreement to Sri ...Shibesh Ghosh... ... ... son of Sri Ramesh Chandra Ghosh ... by caste... Kayastha (Hindu)... residing at...3C, Upen Banerjee Road, Calcutta-61 to hold unto him, his heirs, executors, administrators and assigns subject to the several conditions laid down in the Agreement, and subject to the Rules and bye-laws of the Samiti under which I held them, in consideration of the sum of Rupees ...24,520/-... ... ... paid by me to the said Samiti as full value of the shares, and as part payment of the price of the lands described above, and costs of improvement as under the Rules and Regulation of the Samiti.

The assignee hereby accepts the rights and the liabilities arising out of the Agreement no. dated ..18.1.76... ... between Sri ...Sankar Prasad Mitra... ... ... and the Samiti.

Witness to 1. [signature]

1. ASSIGNOR : Sankar Prasad Mitra

Witness to 2. [signature]

ASSIGNEE : Shibesh Ghosh

IN WITNESS WHEREOF the Vendor Samiti doth hereby set its hands and seals the Eighteenth day April month 1976 year first above written.

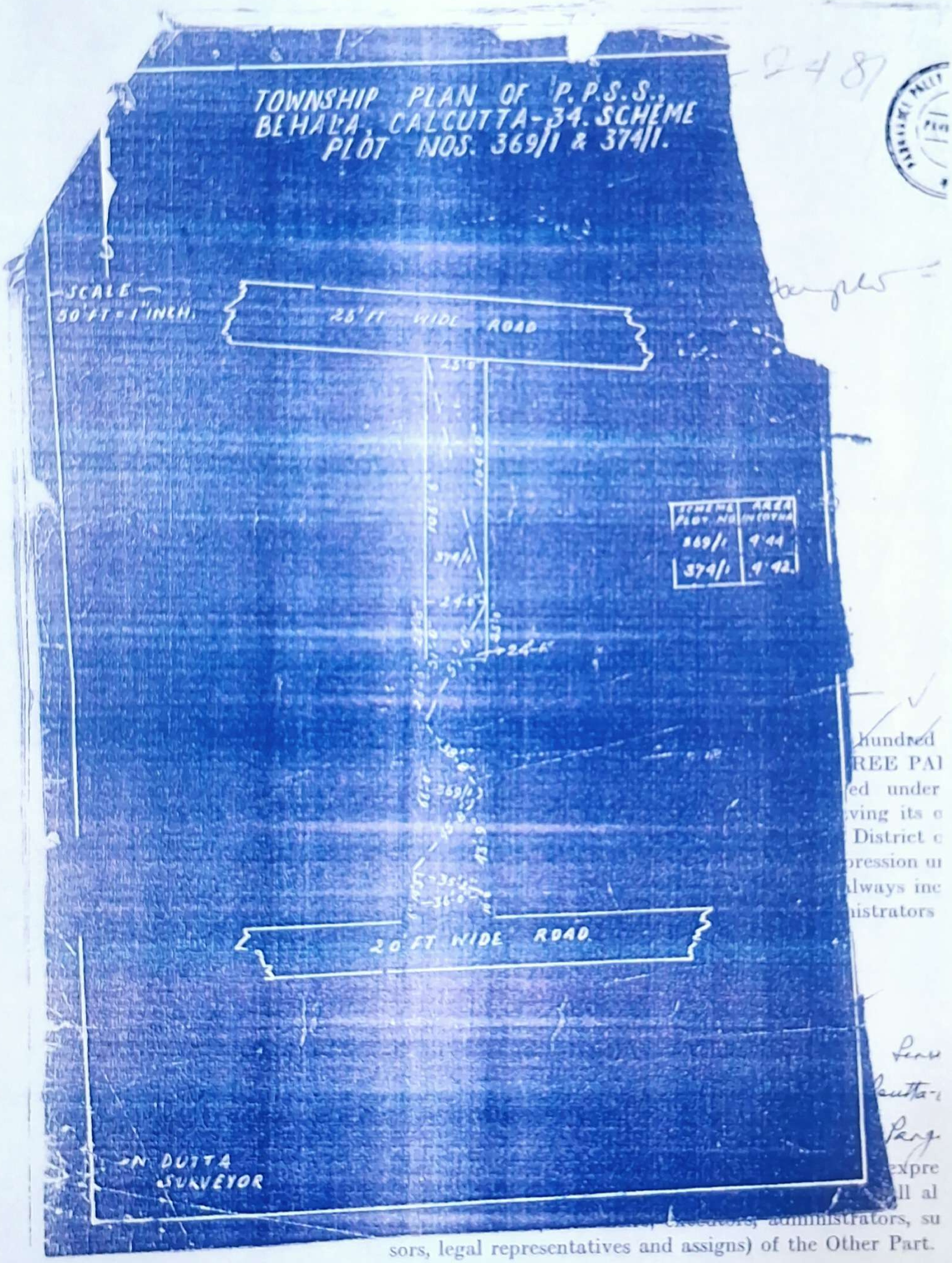
Chairman
Parnasree Pally Samavaya Samiti Ltd.

Hony. Secretary
Parnasree Pally Samavaya Samiti Ltd.

Witness :

1. Barindra Nath Dutt,
P. 541, Parnasree Pally, Calcutta-60

2. Sunil Ranjan Sen,
P. 156, Parnasree Pally, Cal. 60.



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A. WHEREAS The State Government of West Beng