

1/ *P-4777* *D-1541*
Dated, the 11th September, 1998

MR. RABINDRA KR. ROY.

TRANSFEROR

AND

THE JADAVPUR CO-OPERATIVE LAND AND

HOUSING SOCIETY LTD.

Regd.No.:116/Cal of 1965)

CONFIRMING PARTY

AND

MRS. SHARMILA SINHA

TRANSFeree

SALE DEED

21541

U/S 9 (B) of the W.B. prevention of under
Value Tax Act, 1934
Nett Value Assessed Rs. 252000/-
Stamp Duty of Rs. 17650/-



OSRM
1015933

D.S.D. Rs. 17650/- fair
vid D.S. no. 748777
Dt. 31.5.99

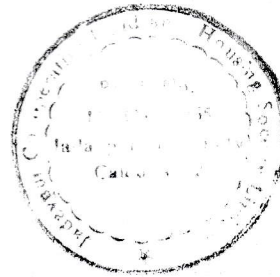
2374
Additional Stamp under the
Calcutta Improvement Act, 1911
Total Rs. R

A 2761/-
B 28/-
E 7/-
2800/-

Dist. Sub-Registrar - III
Alipore South 24 Parganas
31.5.99

THIS INDENTURE is made on this the 11th day of September in the year one thousand nine hundred ninety eight BETWEEN MR. RABINDRA KUMAR ROY SON OF LATE BAIKUNTHA KUMAR ROY at present residing at SADANANDA KUTHIR (PAN BAZAR) KAMPUR, DIST. GAUHATI, ASSAM. share holder member of THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED HEREINAFTER REFERRED TO AS THE TRANSFEROR (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and assigns of the FIRST PART) and MRS. SHARMILA SINHA W/o. MR. SINCHAN SINHA and present residing at 44/2/52 Jheel Road, Calcutta-700075 now become a Share holder member of THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED hereinafter referred to as The TRANSFEREE (which term or expression shall unless excluded by or repugnant to the

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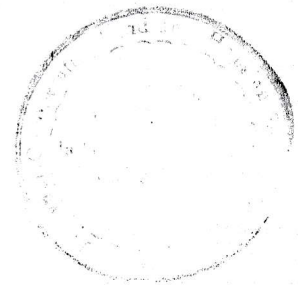
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subject or context be deemed to include his heirs, executors administrators representatives and assigns of the SECOND PART) and THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED registered under the West Bengal Co-operative, Act, 1940 (Registration No.116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Calcutta-700032 represented by Mr. Kumar Katick Dey, Secretary of the said Society hereinafter referred to as the CONFIRMING PARTY which term or expression shall unless excluded by or repugnant to the subject of context be deemed to include its successor or successor, assign or assigns or legal representatives of the THIRD PART.

WHEREAS:

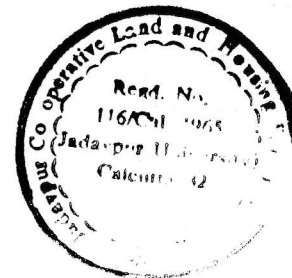
- 1) By a conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No.1, Being No.4092 for the year 1978 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acres 93 decimal) in R.S. Dag Nos. 83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139 Khatian No.101, J.L.No. 25, Touzi No.56 in Mouza Nayabad P.S. Kasba in the District of South 24-Parganas.
- 2) 1979 and registered at the office of District Sub-Regisdtrar Alipore, 24-Parganas in Book No. 1, Being No.590 for the year 1978, the Vendor Society absolutely purchase for valuable consideration therein from Sunil Kumar Mitra and others

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the total land measuring a further 10.93 acres (10 acres and 93 decimals) in R.S. Dag Nos. 83, 85, 87, 89, 91, 81, 131, 132, 135, 136 and 139, Khatian No.101, J.L.No. 25, Touzi No.56 in Mouza Nayabad in P.S. Kasba in the District of South 24-Parganas.

- 3) A further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No.1, Being No.5334 for the year 1979 the vendor Society absolutely purchased for valuable consideration mentioned therein from Ganesh Chandra Pramanick and other the total land measuring 1 bigha II cottahs (0.53 and $\frac{1}{2}$ acres) in Dag No.139, J.L.No.25, Khatian No.90. R.S. No.3, Touzi No.56 Mouza Nayabad, P.S. Kasba in the District of South 24-Parganas.
- 4) A further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore 24-Parganas in Book No.1, Being No.5335 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kubir Mondal and others the total land measuring 16 cottahs and 8 chittacks (0.28 and $\frac{1}{2}$ acres) in Dag Nos.139, J.L.No.25, Khatian No.90, R.S.No.3, Touzi No.56 Mouza Nayabad, P.S. Kasba in the District of South 24-Parganas.
- 5) A further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas, in Book No.1, Being No.5336 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Methor Bag and others the total land measuring more or less 3 bighas (0.99 acres) in Dag



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Dag No. 196, J.L.No.25 Khatian No.76, R.S.No.3, Touzi No.56, Mouza Nayabad, P.S. Kasba in the District of South 24-Parganas.

6) A further Deed of Conveyance bearing date 21st December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas in Book No.1, Being No.6957 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acres 93 decimal) in Dag No.83, 135, J.L.No.25, Khatian No.101, R.S. No.2, Touzi No.56, Mouza Nayabad, P.S. Kasba in the District of South 24-Parganas.

7) A further Deed of Conveyance bearing date 29th April, 1980 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No.1, Being No.3223 for the year 1980 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 acres (10 acres 92 decimal) in Dag Nos.83, 85, 87, 88, 91, 131, 135, 136, and 139, J.L.No. 25, Khatian No.101, R.S.No.3, Touzi No.56, Mouza Nayabad P.S. Kasba in the District of South 24-Parganas.

8) The Vendor Society recorded its name with the office J.L.R.O. Behala by order under Memo Nos. 2086, 2087 and 2089 dated 6.6.1980 as absolute owner of all the land measuring about 45.52 acres (137 Bighas 5 Cottahs 7 Chittacks and 31 sq.feet) so purchase from the above mentioned parties and is thus seized and possessed of and/or otherwise well sufficiently entitled so their absolute and indefeasible right and interest free from all

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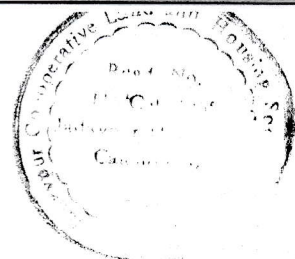


encumbrances, liens, charges, lispendens, attachments, and ils and Khas possession therein.

9) In pursuance of the object of developing the area for residential purposes of the members the Vendor Society effected improvement thereon by filling earth and making the same of uniform level laid out roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of the Vendor Society.

10) That pursuance to an application for membership of the Vendor Society made by the PURCHASER MEMBER for obtaining a plot of land and agreeing to comply with the terms and conditions of the Vendor Society for the demise thereof the Purchaser member was admitted as a member of the Vendor Society.

11) That by a resolution dated 2.5.1987 it was decided by the CONFIRMING PARTY TO allot different plots of land to its different members by lottery and such lottery was held on 18.12.1989 whereby the TRANSFEROR was allotted a plot of land measuring more less 3 K - 8 CH situated and lying under Mouza Nayabad, J.L.No.25, R.S. Dag No.87, R.S. Khatian No.101, P.S. Kasba of the Scheme Plot No.291, Phase-I of the Jadavpur Co-operative Land and Housing Society Limited within the limits of the Calcutta Municipal Corporation, Ward No.109, Borough No.XII, Premises No.1927 Nayabad, Calcutta-700078 more particularly described in the Schedule.



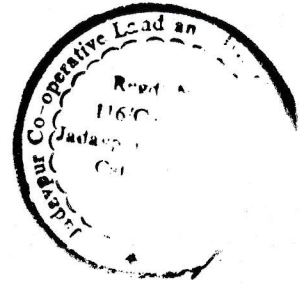
12) That the TRANSFEROR paid the amount of consideration for such allotment and also paid the fees required for enrolment of his membership and is a member of the CONFIRMING PARTY and is owner of the property described in the para II of this present and also more particularly described in the schedule.

13) That the name of the TRANSFEROR has duly been recorded as owner in the Assessment Book of Calcutta Municipal Corporation.

14) That the TRANSFEROR announced the sale/transfer of the said property for his unforeseen expenditure and the TRANSFEREE herein having knowing such announcement of the said intention of sale offer to purchase the said property abiding by the Rules and Regulations of the Society in consideration of Rs.1,05,000.00 (Rupees One Lac Five thousand only).

15) That the TRANSFEREE became a member of the CONFIRMING PARTY after abiding by all the Rules and Regulations of the Society.

16) That in consideration of Rs.1,05,000.00 (Rupees One Lac Five thousand only) the TRANSFEREE and all necessary fees to the CONFIRMING PARTY the receipt whereof is being acknowledged by the TRANSFEROR to hereby grant, convey, sell, transfer, assign and assure all his estate and interest in the property described in the schedule with all appurtenances AND ALL the estates, right, title, interest claim and demand whatsoever of the TRANSFEROR into or upon the same and every part thereof: TO HAVE AND TO HOLD the same unto and to the use of TRANSFEREE will hereafter peaceably and quietly hold the property without any claim or demand from the TRANSFEROR.



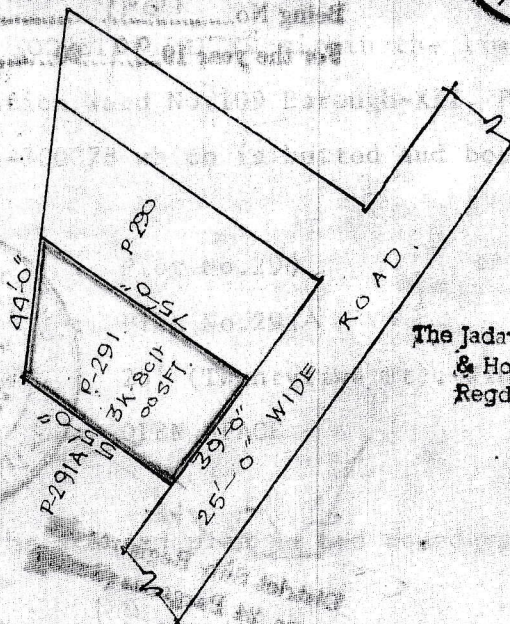
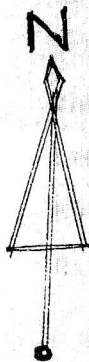
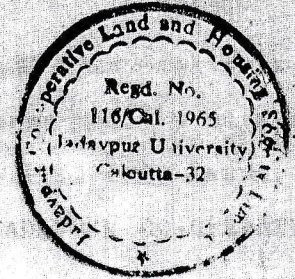
17) THE CONFIRMING PARTY HEREBY COVENANTS WITH THE TRANSFEREE AS FOLLOWS :-

- i) The said plot of land hereby demised and conveyed is till date free from all encumbrances, liens, lis and/or any scheme of acquisition from any authority whatsoever.
- ii) The CONFIRMING PARTY has good right, and full power in association with the TRANSFEROR to convey the said piece or parcel of land hereby transferred to the TRANSFEREE member.
- iii) The said TRANSFEREE Member shall be entitled to enter upon and enjoy the said piece and parcel of land and enjoy the rents, issues and profits thereof without any eviction, interruption whatsoever by or from the CONFIRMING PARTY or any person or persons claiming through under or in trust for the said CONFIRMING PARTY.

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SITE PLAN

SITE PLAN OF PLOT NO. 291 PHASE - I OF THE JADAVPUR CO-OPERATIVE
LAND & HOUSING SOCIETY LTD. (REGD. NO 116/CAL. OF 1965) CORRESPONDING
RS. DAG NO-87 (IN PART) MOUZA - NAYABAD J.L. NO-25. P.S. KASBA. DIST.
24RG(S) PREMISES NO - 1927 NAYABAD. WARD-NO-109. BOROUGH - XII
UNDER CALCUTTA MUNICIPAL CORPORATION.
LAND IN FAVOUR OF MRS. SHARMILA SINHA. AREA OF LAND - 3 K. 8 CH. 00 SFT
SCALE - 1" = 50'-0"



The Jadavpur Co-operative Land
 & Housing Society Ltd.
 Regd. No. 116/Cal, 1965

Secretary

Rabindre Kumar Roy

DRAWN BY
 S. MUKHERJEE
 ATABAGAN, GARIA.
 09-9-98 CALCUTTA.



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THE SCHEDULE

ALL THAT piece and parcel of residential land measuring more or less 3K. 8 Ch. 00 sft situated and lying under Mouza - Nayabad, J.L.No.25, R.S. Dag No.87, R.S. Khatian No.101, P.S. Kasba, of the Scheme Plot No.291, Phase-I of THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED within the limits of Calcutta Municipal Corporation Ward No.109 Borough-XII, Premises No.1927 Nayabad, Calcutta-700078 which is butted and bounded by :

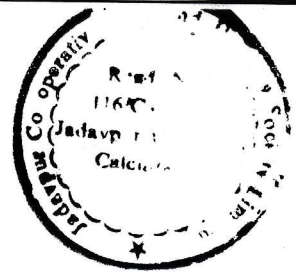
ON THE NORTH BY : Plot No.290
ON THE SOUTH BY : Plot No.291A
ON THE EAST BY : 25' (Twentyfive Ft). Wide Road;
ON THE WEST BY : OPEN SPACE

And as shown in the annexed plan in red boundary line.

MEMO OF CONSIDERATION

Acknowledge the receipt of and from the within mentioned TRANSFEREE the within mentioned sum of Rs.1,05,000.00 (Rupees One Lakh Five thousand only) in cash and also by the CONFIRMING PARTY all requisite fees of his enrolment as a member including to be the owner of the schedule plot in full and final consideration paid by the TRANSFEREE.

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IN WITNESS WHEREOF the respective parties have hereto and hereunto set and subscribed their hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF :-

WITNESSES:

1) ~~James Shance~~
G.C. 138 soft lake
city cal. 91

2) Subhash Sen.
10/89, Bijoygarh, Cal-32

Rabindra kumar Roy

SIGNATURE OF THE TRANSFEROR

The Jadavpur Co-operative Land
& Housing Society Ltd.
Regd. No. 116/Cal, 1965

Secretary

SIGNATURE OF THE CONFIRMING PARTY

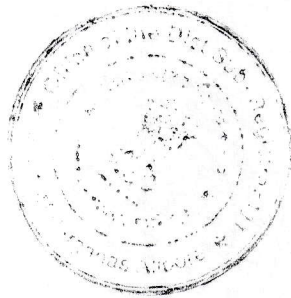
(MR. KUMAR KATICK DEY)

DRAFTED BY :

Antar Mr. Datta

ADVOCATE

Alipore, Cal-27



Dist Sub-Registrar - III
Alipore South 24 Parganas
11.9.58



Book No.
Volume No.
Pages 185 To 200
Being No. 124
For the year 1958-59

Alipore 24 Parganas (Sonia)

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