

Admissible Under Rule 27 & also s/o.
6 (1) of W. B. L. R. Act. 1951, duly
stamped under the Indian Stamp Act.-
1899 Subsequently amended Schedule
I A, No. 23
Tax Paid Exempted

REGISTRATION OFFICE
22 AUG 1997

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this 22nd day of August
----- one Thousand Nine Hundred Ninety 9----- 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 SHIBNATH GUHA MAZUMDAR
son / wife / daughter of Late Adhir Kumar Mazumdar
residing at 216, Kalibari 2nd Lane, P.O. New Barrackpore
P.S. Khardah, Dist. 24-Parganas (North), Pin: 743276, 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 being No. 708 L. Dev. dated 18th
January, 1951 which was published at page 247, part - I of the Calcutta Gazette dated 1st
February, 1951 under section 4 of the West Bengal Land Development and Planning
Act. 1948, by making a Declaration being No. 16362 - L. Dev. dated 30th August, 1957
under section 6 of the aforesaid Act which was published at page - 3528 of the Calcutta
Gazette , Part -I dated 30 August, 1957, C.S. plot Nos. as set out in Schedule " A"
hereinafter , in Mouzas Masunda J.L . 34 and Aharampur J.L 35 under P.S. Khardah ,
Dist : 24 - Parganas (now North 24 - Parganas) measuring more or less 87.785 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 WHERAS 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 ;

Presented for Registration at.....
 A. M./P. M. on the ^{12th 90} 22nd day of
 Aug. 1997 of the Sadar Registration
 Office Barasat by Paresh ch.
Shan.....one of the executant/s
 claimant.

Paresh chandran Shan

Stamp: 22 AUG 1997
 BARASAT

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Paresh chandran Shan

Chairman
 New Barrackpur Co-operative
 Homes. Ltd.

Pulni Behari Ray
 Secretary

New Barrackpur Co-operative
 Homes. Ltd.

Stamp: 22 AUG 1997
 BARASAT

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Paritosh Sankar,
 870 N. K. Sankar,
 P. Scipur, Madhyamgram
 Deed writer,



1. Paresh ch. Shan
 chairman

2. Pulni Behari Ray
 Secretary

B/o. W/o. of New Bxpur co-op. H. Ltd
 office at Aharampur

P.S. B. Khandah

Dist. N. m Rgs

By Caste Hindus

By Profession Business

Paritosh Sankar

B/o. W/o. N. K. Sankar

of Scipur, M/gram

P.S. Barasat

Dist. N. m Rgs

By Caste Hindus

By Profession Deed

Stamp: 22 AUG 1997
 BARASAT

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AND WHEREAS by an Agreement which was executed by and between the Society and the Government, on the 29th November, 1951 (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 ;

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 layout plan and the terms and conditions of the said AGREEMENT inter alia , by way of executing the development scheme in the said 87.785 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 Nos. 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 5 (Five) Cottahs approximately , in C.S. Dag No. 276
RS. No. 1969... J.L. - 35... Scheme No. I , Khatian No. 1247 Howra - Akbarpur under the Development
Scheme (by way of transfer from the earlier member allottee Shri / Smt. Adhir
Kumar Mazumdar) by the Society and the allottee is in possession
of the said plot since 12-9-1996

AND WHEREAS the allottee predecessor in interest of the allottee paid a total consideration and / or price of Rs. 710 = 00 (Rupees Seven hundred ten only) only for the said plot ;

AND WHEREAS the Society in terms of the said AGREEMENT paid a total amount of Rs. 92,788.71 (Rupees Ninety two thousand Seven hundred Eighty eight and paise Seventy one) 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;



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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 the 1st February ,1996 which was registered with the District Registrar , North 24 Parganas , Barasat on the 8th February ,1996, being Deed No, 968 of 1996 of the said registration office , all the pieces and parcels of land measuring a total area of 87.785 acres in Mouza Masunda , J.L.No , 34 and in Mouza Aharampur , J.L.No . 35 , both 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 Land Reforms Department , Land Reforms Branch Notification No. 2705- L.Dev . / 5D - 4/92 dated 9th April 1997 as Published in the Calcutta Gazette , Part I dated 10 April 1997 forming Part of the said Deed.

NOW THIS INDENTURE OF CONVEYANCE WITNESSETH

that in consideration of payment of Rs. 710.00 (Rupees Seven hundred ten only) only made by the Allottee / Predecessor in interest of the Allottee on or before 27-4-1996 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.....x..... measuring an area of 5 (Five) cottahs.....x..... Chhittacks.....x.....sq.ft (more or less) as indicated in the annexed site plan in C.S. DagNo.276 Aharampur Mouza Khatian No.1247 J.L.No.35 Co-operative Ward No. 6....., Municipal Holding No. 216..... Ward No. 2..... of New Barrackpore Municipality more particularly described in Schedule 'B' written hereinafter , in Scheme No. I 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 Pgs. through the Society but shall be at liberty to mortgage ,charge or encumber the said land with the Life Insurance Corporation of India , any Nationalised or Scheduled Bank or Co - operative Bank or Government or any Statutory Body or any Government Sponsored Financial or other Institution within this period of ten years for the purpose of construction of a residential building therein.

II. The Allottee shall not use the said plot for any purpose other than the residential purpose of himself / ~~herself~~ and / or of 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 ;



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District Registrar
Barabati, Cuttack, Odisha

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IV. The Allottee shall abide by the provisions contained in the West Bengal Co-operative Societies Act. 1983, West Bengal Co-operative Societies Rules 1987 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 mutating his / her name with the Municipality, Government and all concerned and by paying Government Revenue all taxes, levies and outgoings.

SCHEDULE 'A' (REFERRED TO ABOVE)

Notification no. 708 L. Dev datd 18.1.1951 published in Calcutta Gazette dated 1.2.1951, Page - 247.

Declaration u /s . 6 of L.D.P. Act 1948 No. 16362 - L. Dev . dated 30-8-57 published in Calcutta Gazette Extra-ordinary dated 30-8--57, Page - 3528.

AREA : 87.785 Acres.

MOUZA AHARAMPUR

C.S. plot Nos. 2, 10, 11, 12, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 50, 51, 52, 53, 54, 55, 56, 57, 59, 63, 66, 75, 77, 80, 81, 82, 84, 85, 87, 91, 92, 93, 94, 101, 104, 106, 119, 120, 124, 125, 126, 127, 128, 129, 167, 168, 169, 173, 210, 240, 244, 251, 262, 269, 273, 276, 280, 283, 284, 285, 291, 292, 295, 297, 300, 301, 457, 458, 460, 461, 467, 476, 477, 481, 490, 495, 496, 497, 498, 510, 511, 516, 552.

MOUZA MASUNDA

C.s.plot Nos. 95, 96, 97, 98, 99, 101, 102, 103, 198, 212, 215, 217, 236, 237, 238, 239, 240, 242, 243, 245, 265, 268, 269, 270, 271, 276, 277, 278, 279, 280, 281, 282, 287, 290, 291, 292, 293, 294, 328, 329, 330, 331, 343, 344, 345, 347, 348, 349, 350, 351, 353, 354, 356, 357, 358, 360, 362, 363, 365, 367, 368, 369, 370, 373, 375, 377, 378, 381, 382, 385, 387, 394, 397, 399, 400, 401, 402, 403, 404, 406, 407, 408, 410, 419, 420, 424, 425, 894, 914, 915, 916, 917, 918, 919, 920, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 1044, 1045, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, portion of 272.

Schedule - B

ALL THAT PIECE AND PARCEL OF a plot of land being plot No.....x..... measuring an area of 5 (Five) cottahs x chittacks x Sq. ft (more or less) in Scheme No. I of the Development plan of the Society in C.S. Dag No. 276 .. Rs. - 1760. Khatian No. 1247 Mouza Aharampur .. JL No. 35 Co - operative Ward No. 6 Municipal Holding No. 216 Ward No. 2 in New Barrackpore, P.S. Khardah 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 bounded by -



সরস্বতী জিলা রেজিস্ট্রার কার্যালয়
উত্তর ২৪ পরগণা, পশ্চিমবঙ্গ, ভারত

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On the North - by Kalibari 2nd Lane
On the South - by Gulal Ghosh
On the East - by Anil Krishna Mazumdar
On the West - by Prosanta Mazumdar

- 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 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 -

Parash Chandra Bra
Chairman
New Barrackpur Co-operative
Homes Ltd.
Pulki Bhanu Roy
Secretary
New Barrackpur Co-operative
Homes Ltd.
Director

ALLOTTEE

witnesses:-

1. *Hiren Roy*
9 Michael Madan Saha Rd,
Mazumdar, New Barrackpore
Dist - 24 Pgs (N)
2. Sri Sunil Kumar Paul
70, Dr. B.C. Roy Sarani
New Barrackpore
24 Pgs (North) Pin: 743276.



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Book No. 143
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Date of Birth 1997

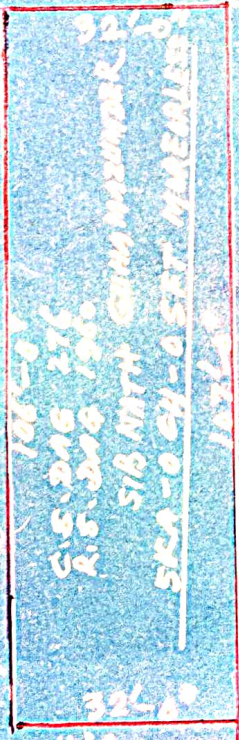


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22/10/97

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SITE PLAN ON C.S. DAG 276 AND R.S. DAG 196 OF
MOUZA - AHIRAMPUR J.L. NO. 35,
P.S. - KHARDAH, DIST. NORTH 24 PARGANAS,
UNDER NEW BARRACKPUR MUNICIPALITY,
SCALE - 1" = 30'-0"

KALIBARI 2ND LANE



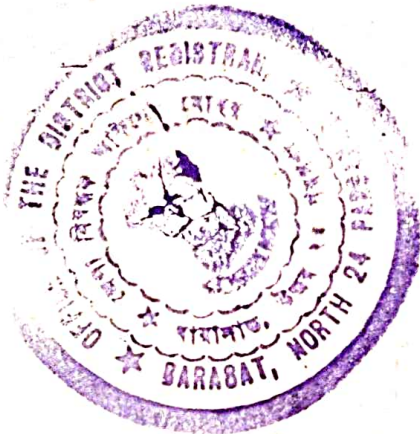
M/O
DILAL CHAKRA

Drawn by
B. Biswas
6.6.97

VENDOR'S SIGNATURE

Pareesh Mondra Khan
Chairman
New Barrackpur Co-operative
Homes. Ltd.

Pulni Palui Roy
Secretary
New Barrackpur Co-operative
Homes. Ltd.



অফিসের প্রধান, ১৯৯৭

22 AUG 1997

অফিসের প্রধান, ১৯৯৭



অফিসের প্রধান, ১৯৯৭

24/10/97

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