

7622

CONVEYANCE

Re : PLOT No. 244 (PHASE-I)

AREA 3 cotts

FROM :

THE JADAVPUR CO-OPERATIVE LAND AND HOUSING
SOCIETY LIMITED

—VENDOR SOCIETY

To :

SREE DILIP KUMAR LAHIRI

—PURCHASER MEMBER

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THIS INDENTURE is made on this the 27th day of May, 1989 in the year One thousand nine hundred and eighty-nine BETWEEN THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LIMITED registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University P. S. Jadavpur, Calcutta-700 032 in the District of South 24-Parganas hereinafter referred to as the VENDOR SOCIETY which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successor, assign or assigns or legal representatives of the ONE PART AND SHRI/SHRIMATI DILIP KUMAR LAHIRI son / wife / daughter of Hemendra Chandra Lahiri by occupation Service at present residing C.C.C.-I, C.P.W.D. Nizam Palace, 20/1, A.C. Road, Calcutta-20 hereinafter referred to as the PURCHASER MEMBER which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs executors administrators representatives and assigns of the OTHER PART.

WHEREAS 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 acre 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.

AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas in Book No. 1 Being No. 590 for the year 1978, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 acres (10 acres and 93 decimals) in R. S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, Khatian No. 101, J. L. No. 25 Touzi No. 56 in Mouza Noyabad in P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by 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 others the total land measuring 1 bigha 11 cottahs (0.534 acres) in Dag No. 139, J. L. No. 25, Khatian No. 90, R. S. No. 3, Touzi No. 56 Mouza Naybad P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by 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 chittaks (0.284 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.

AND WHEREAS by 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 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.

AND WHEREAS by 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, 85, 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.



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bearing plot No. 244 (Plan-D) measuring about 3 cottahs x chittaks and sq. ft. more particularly described in the Second Schedule being Schedule 'B' hereunder written and as shown in the annexed plan in red boundary line OR HOW SO EVER OTHERWISE the same is or are heretofore was or were butted bounded called known numbered described or distinguished TOGETHER WITH ALL AREAS PATHS, PASSAGES, DRAINS, water courses and all manner of rights liberties, privileges easements, appendages and appertainances whatsoever belonging to or in any way apartaining to the said plot TOGETHER WITH all reversion or reversions, remainder or remainders and the rents issues and profits thereof of the plot hereby sold, transferred and conveyed TO HAVE AND TO HOLD the said piece or parcel of land together with the rights liberties and APARTAINANCES aforesaid to the said PURCHASER MEMBER absolutely and forever, free from all encumbrances.

THE VENDOR SOCIETY HEREBY COVENANTS WITH THE PURCHASER MEMBERS AS FOLLOWS :-

- (1) The said plot of land hereby demised and conveyed is till date free from all encumbrances, liens, lispensens, attachments and/or any scheme of acquisition from any authority whatsoever.
- (2) The said vendor society has good right, full power and absolute authority to convey the said piece or parcel of land hereby transferred to the said purchaser member in the manner aforesaid.
- (3) The said PURCHASER 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 said vendor society or any person or persons claiming through under or in trust for the said vendor society.
- (4) The said vendor society and all persons claiming through under or in trust for the vendor society shall at all times hereafter at the request and costs of the said purchaser member his/her heirs executors and assigns do or cause to be done all such acts, deeds, matters and things for more perfectly assuring to the said purchaser member his/her heirs, executors and assigns as may be reasonably required from time to time, and also to produce necessary documents of title relating to or in anyway connected with the said plot that are being retained by the vendor society.

AND THE PURCHASER MEMBER DOTH HEREBY COVENANT WITH THE VENDOR SOCIETY AS FOLLOWS :-

- (1) That the Purchaser Member and his assignees and/or tranferees in respect of the said plot shall be always bound by the decisions taken by the Vendor Society in so far as the upkeep and maintenance of common facilities and/or conveniences relating to the said plot and the common areas of enjoyment in the.....entire project to which all the plot holders of the lands described in Schedule 'A' hereunder shall be entitled to and the PURCHASER MEMBER shall be bound to pay to the Vendor Society the periodic charges that shall be determined by the Vendor society from time to time whether FORMALLY DEMANDED OR NOT AND THE VENDOR SOCIETY SHALL BE ENTITLED in case of default on the part of the purchaser member to realise such sums as a money claim or in the alternative to stop and/or discontinue, such common facilities provided always that upon the Purchaser member duly paying such charges and observing and complying with such decisions as aforesaid, the purchaser member and his assignees and/or tranferees shall be free to unimpededly use and enjoy the common facilities and conveniences and common areas of enjoyment in exactly the same manner as other plot holders of lands described in Schedule 'A'.



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MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser member the within mentioned sum of
Rs. 7,000/- (Rupees Nine thousand only)
in full satisfaction of the consideration money paid to the Vendor Society as mentioned in the
Deed of Conveyance.

For Jadavpur Co-operative Land and Housing Society

R.R. Singh
Chairman

Witness :



1) Paritosh Banerjee
Block AD House No 224
Salt Lake Calcutta-64

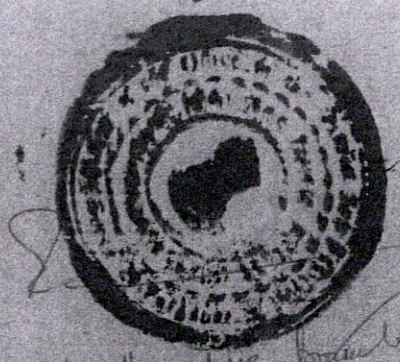
2) Debaprasad Chatterjee
CCD-4, Nizam Paltan, 234/4,
A.J.C. Bose Road, Calcutta-20



G.P. Banerjee
Drafted and prepared by
Shri G. P. Banerjee, Advocate
8/2, K. S. Roy Road,
Calcutta-700 001.

[Signature]
CHAIRMAN
12-6-59

12/30
 12/30 AM 11:30 on the 12/30
 at the Suburban Club
 Allport
 Execut
 the 1
 Attorney
 Agentant
 Power of att. No. 35
 the 12/30 authenticated by P
 Registrar of



by the above family the
 above

Soumen Pal
 Agent for the
 Chairman, I.K. Mukherjee
 Vice-Chairman
 Secretary
 Treasurer
 J.S. Secretary
 S.P. Mukherjee & S. Sen
 Secretary of the
 Cooperative Housing Society Ltd

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 Soumen Pal

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 Soumen Pal

Soumen Pal

- As Agent for by Power No. 35 of 1938
- 1) Chairman Sree R. R. Giri
 - 2) Vice-Chairman Sree T.K. Mukherjee
 - 3) Secretary Sree K. K. Dey
 - 4) Treasurer Sree A. K. Dhar
 - 5) J.S. Secretary Sree S. P. Mukherjee
 - 6) J.S. Secretary Sree S. Sen

Subrata Mukherjee
 130, Souren Thakur Road
 Calcutta 6

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Subrata Mukherjee