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Dilip Kumar Saha

AND

SRI MALABIKA DUTTA wife of Sri Prabir Dutta by religion Hindu,
 by occupation housewife, at present residing at E-5, Cluster-2,
 Subachal Housing Estate Salt Lake, Calcutta - 700 091, hereinaf-
 ter referred to as the PURCHASER (which term or expression, shall
 unless excluded by or repugnant to the subject or context be
 deemed to include her heirs, executors, administrators, legal
 representatives and assigns) of the OTHER PART.

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Dilip Kumar Dalvi

WHEREAS by seven several deeds of conveyance The Jadavpur Co-
 op. Land & Housing Society Ltd., a registered housing co-
 operative society having registration No.116/CAL/1965 hereinafter
 referred to as the 'Said Society', purchased all that piece and
 parcel of land measuring about 45.52 acres (136 bigha 5 cottah 7
 chittal and 31 Sq.ft.) from different persons vide Deed Nos.590,
 4092 in the year 1978, Deed Nos.5334, 5335, 5336, 6957 in the
 year 1979 and Deed No.3223 in the year 1980 registered in the
 office of District Sub-Registrar, 24 Parganas (South) comprised
 in the Sag Nos.83, 85, 87, 88, 89, 91, 131, 132, 135, 136, 139

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Dilip Kumar Saha

J.L.No.25, Touzi No.56, Khatian Nos.76, 90 and 101 Mouza Nayabad within P.S.Kasba in the District of South 24-Barganas with the purpose and object of developing the said properties and distributing the same to its members.

AND WHEREAS after acquiring the said properties the said society made a scheme and divided the said properties into various small plots to be sold and distributed to its members for residential purpose.

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[Faint, illegible text]

Delip Kumar Reddy

AND WHEREAS by a Deed of conveyance dated 12/06/1989 the Vendor herein as a member of the society purchased a plot of land measuring 3 Cottahs being plot No.244 Phase-I, with all its common advantages and facilities and easements from the said society and which was registered at the office of District Registrar at Alipore, 24 Parganas (South) recorded in Book No.I, Volume No.197, pages 149-159, Deed No.7622 in the year 1989 and which is morefully and particularly described in the Schedule 'B' written hereunder.

AND WHEREAS after the purchase of the said plot of land the Vendor herein raised a kutcha structure thereon.

AND WHEREAS the Vendor herein while siezed and possessed of and otherwise well sufficiently entitled to the said property approached the purchaser, who was in the look out for similar property, with a proposal to sell the said property.

AND WHEREAS the Vendor herein agreed to sell and the Purchaser agreed to purchase the said property for a total consideration of Rs.1,50,000/- (Rupees One lac fifty thousand only).

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Dilip Kumar Lulu

NOW THIS INDENTURE WITNESSETH THAT :

In consideration of the said sum of Rs.1,50,000/- (Rupees One lac Fifty thousand only) paid by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby and also by the Consideration hereunder written admits and acknowledges and acquits and releases the said property and the purchaser from the same) the said Vendor does hereby SELL, TRANSFER, CONVEY, assign, confirm and assure unto the purchaser ALL THAT the piece and parcel of vacant land being the said Plot bearing plot No.244 Phase-I measuring about 3 (three) cottahs and the kutcha structure therein more particularly described in the Schedule 'B' hereunder written and as shown in the annexed plan in red boudary line OR HOWSOEVER 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 appartences whatsoever belonging to or in any way appertaining 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 APPURTENANCES aforesaid to the said PURCHASER absolutely and forever, free from all encumbrances.

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Philip...

THE VENDOR HEREBY COVENANTS WITH THE PURCHSER AS FOLLOWS :

- (1) The said property hereby demised and conveyed is date free from all encumbrances, liens, lispendens, attachments and/or any scheme of acquisition from any authority whatsoever.
- (2) The Vendor has good right, full power and absolute authority to convey the said property hereby transferred to the said purchaser in the manner aforesaid.
- (3) The Purchaser shall be entitled to enter upon and enjoy the said property and enjoy the rents, issues and profits thereof without any eviction, interruption, whatsoever by or from the said vendor or any person or persons claiming through under or in trust for the said vendor.
- (4) The said vendor and all persons claiming through under or in trust for the vendor shall at all times hereafter at the request and costs of the said purchaser 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 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 property that are being retained by the vendor.

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Dilip Kumar Saha

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

- 1) The Purchaser shall from the date hereof pay and bear all taxes, rates, expenses and outgoings with respect to the said property.
- 2) The Purchaser shall abide by all restrictions, covenants, rules and regulations contained in the deed of conveyance dated 12/6/1989 by and between the Vendor herein and the said society.

THE SCHEDULE-A ABOVE REFERRED TO :

ALL THAT the piece and parcel of land measuring more or less 45.52 acres approximately 137 bighas 5 cottah 7 chittaks and 31 sq.ft.) being R.S.Dag Nos.3, 83, 85, 87, 88, 89, 91, 131, 132, 135, 136, 139, J.L.No.25, Touzi No.56, Khatian Nos.76, 90 and 101 Mouza Nayabad within P.S.Kasba in the District of South 24-Parganas.

THE SCHEDULE-B ABOVE REFERRED TO :

ALL THAT Residential Plot No.244 (Phase-I) measuring more or less 3 cottahs along with a kutchha structure thereon out of the land mentioned in the First Schedule, bounded :

- ON THE NORTH BY : Plot No.243
- ON THE SOUTH BY : Plot No.245
- ON THE EAST BY : R.S. Dag No.84
- ON THE WEST BY : 40 Feet wide road.

and as shown in the annexed plan

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Dilip Kumar Lalun

IN WITNESS WHEREOF the Vendor and the Purchaser have set and subscribed their hands and seals the day, month and year first written above.

SIGNED, SEALED AND DELIVERED BY THE VENDOR AT CALCUTTA IN THE PRESENCE OF :

Dilip Kumar Lalun

Sanjay Hazra

SIGNED, SEALED AND DELIVERED BY THE PURCHASER AT CALCUTTA IN THE PRESENCE OF :

Malabika Dutta

Poanab Dutta

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs.1,50,000/- (Rupees One lac fifty thousand only) in full satisfaction of the consideration money paid to the Vendor as mentioned in the Deed of Conveyance.

Witness :

Sanjay Hazra
10, V. S. Roy Road
Calcutta 1

Dilip Kumar Lalun
VENDOR

Drafted and prepared by
Nirup Bandyopadhyay
Advocate Alipore Judges Court
Calcutta - 27

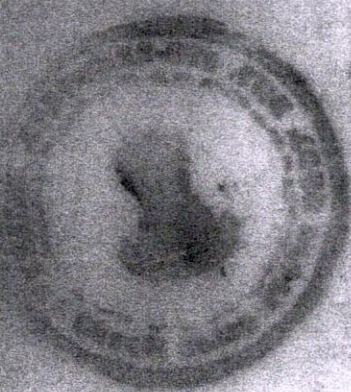
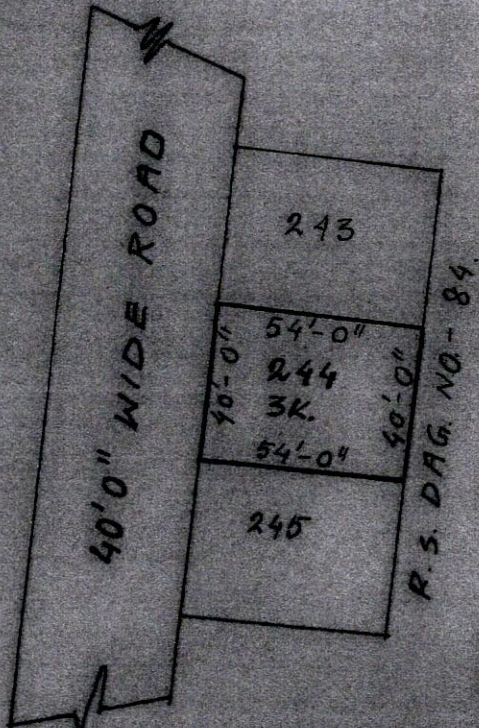
27 Poanab Dutta,
R/o, Chester-2
Salt Lake, Cal-91.

TAWSIAP

SITE PLAN OF PLOT NO 244 OF SRI DILIP KUMAR LAHIRI
CORRESPONDING R.S. DAG. NO. 83 (IN PART), MOUZA-
NAYABAD J.L. NO. 25, P.S. - TOLLYGUNGE (NOW KASBA)
DIST. - 24- PARGANAS UNDER CALCUTTA MUNICIPAL
CORPORATION, WARD NO. - 109,

SCALE - 1" = 50'0"

REF:- LAND ALLOTTED IN FAVOUR OF SMT.
MALABIKA DUTTA, MEASURING AN AREA 3K. 0CH. 0SFT
SHOWN THUS



88-1018

Dilip Kumar Lahiri

5/10/88

DRAWN BY: *Shivashish Bose*
SHIVASHISH BOSE
ARCHITECT, CLASS-A
SL. NO. 136(A)

5/10/88

