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One Thousand Nine Hundred Ninety Nine BETWEEN

SRI RABIRANJAN SARKAR Son of late Behari Lal Sarkar,
by religion Hindu, by profession Service, residing at

4/62, Chanditals Lane, P. S.-Tollygunge, Calcutta
Al product of 207, Same Report of the VENDOR*

(which terms or expression shall unless excluded by or

repugnant to the context be deemed to mean and include

his heirs, execurors, administrators, legal representatives

and assigns) of the ONE PART:

Deficit Regn. Fees.

8 3468 realised
as per M.R. No.

AND

Meeting II of IV.M. on the 1.71 Add). P Control Office of Align Robi Ramjan Sontrois Rali Ranjan Sankan elelment / -Animani/Agent for 10000 andicated by the in the second Still Wall Ralei Rayan Sacker Marofosh Sarkar S/of late Ochari lat sarkor Rali Ranjan Sarhae Monotosh Sarkar Co- yourseive Homing Someing new wason sono Bangalown



2.

SRI BIRENDRA ROY Son of Sri Suraj Roy, by religion:
Hindu, by profession Business, residing at 4/21,
Chanditala Lane, P. S. Regent Park, Calcutta-700040
hereinafter called and referred to as the "PURCHASER"
(which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigness) of the OTHER PART:

WHEREAS Roynagar Co-operative Housing Society
Limited being registered No. 39 of South 24- Parganas
of 1975-76 having its registered office at Roynagar



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Limited being registered No. 39 of South 24- Parganas
of 1975-76 having its registered office at Roynagar

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3.

P. C. Bansdroni, P. S. Regent Park in the District of 24- Parganas was formed and established to secure land for furtherence of Housing Scheme of its members by providing/allocating small plots to be made, out of its total land after laying out Road-Paths-Ways, utilities and set back areas AND inconsonant to aforesaid object the said Society purchased a total land measuring in the aggregate about several Bighas at Mouza Roynagar, J. L. No. 47, R. S. No. 175/29, P. S. Regent Park, S. R.Office at Alipore in the District of South 24- Parganas on diverse dates through Conveyance Deeds executed and registered in favour of the Society by the Vendors as recited in those Deeds and after such purchase the

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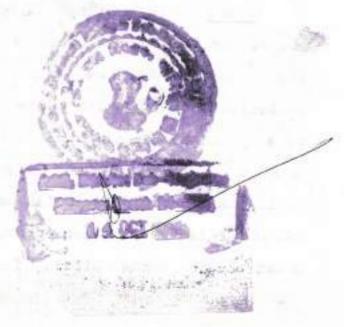


4.

Society made out several Building Plots common areas path-ways and set-back areas with the object of selling building plots as separate hereditaments to its members.

WHEREAS the Society a body corporate constituted and registered under the Bengal Co-operative Societies Act, 1940 at present governed by the West Bengal Co-operative Societies Act, 1983 with a view to propagate promote and develop the spirit of Co-operation between the fellow anothers and to spread the Co-operative movement as a whole and to obtain financial assistance from the financial institution for purchase of land as also for construction of the building thereon.

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5.

AND WHEREAS Rabi Ranjan Sarkar Son of late Beharilal Sarkar was originally admitted as a member who applied to the society to purchase a Housing plot as its member.

AND WHEREAS the Society allocated plot No. 5 of its

Scheme plan at Mouza Roynagar J. L. No. 47, R. S. 175/29,

Touzi No. 3, 4, 5 being portion of Dag No. 236 under Khatian

No. 411, 412 and 413 measuring 3 (three) Cottahs 6(six)

Chittacks and 11(eleven) Square feet more or less specifically mentioned in the Schedule hereunder written.

WHEREAS by a Deed of Conveyance executed and registered by the Society on 25th. April, 1981 the Society conveyed, sold and transferred absolutely ALL THAT land being plot No.5 of its scheme plan measuring 3(three) Cattahs 6(six)

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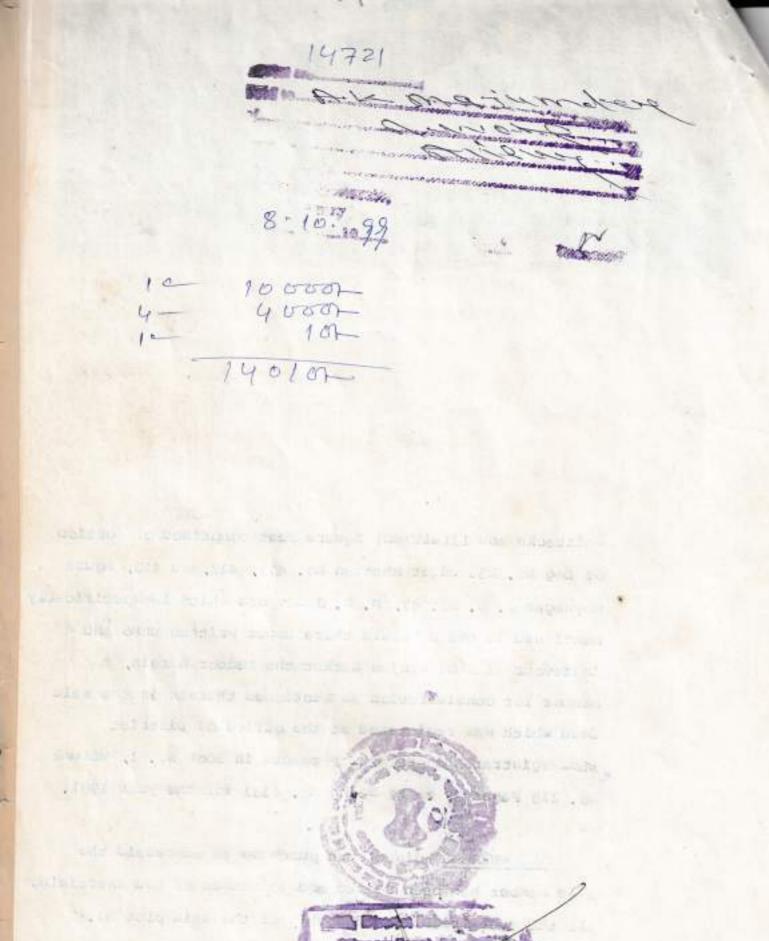
6.

Chittacks and 11(eleven) Square Feet comprised of portion of Dag No. 236 under Khatian No. 411, 412, and 413, Mouza Roynagar J. L. No. 47, P. S. Jadavpore which is specifically mentioned in the Schedule there under written unto and in favour of Rabi Ranjan Sarkar the Vendor herein, a member for consideration as mentioned therein in the said Deed which was registered at the office of District Sub-Registrar Alipore, 24- Paryanas in Book No. 1, Volume No. 218 Pages 37 to 41 Being No. 4383 for the year 1981.

and whereas since such purchase as aforesaid the said member had been seized and possessed of and exercising all the every right of ownership of the said plot No. 5 of the said Scheme plan.

AND WHEREAS the Vendor herein with his own funds erected one storeyed brick built dwelling house consisting

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of 5 (five) rooms, bath, privy, took water line, installed electricity connection having a total area of approximately 400 square feet which was constructed on or about ... years including all other fittings, fixtures easements and appurtenances attached thereto now being premises No. 207, South Roynagar, P. S. Regent Park, Calcutta-700076 under the Calcutta Municipal Corporation A. D. S. R. O. Alipore and in the District of South 24- Paryanas which is hereinafter referred to as the said property and hereby to be conveyed by these presents.

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WHEREAS the Vendor herein being indebted, so he decided to dispose of the said land together with the building constructed thereon by the Vendor and as such the vendor applied on 30 8.1999 for permission to transfer the said plot to Sri Biren dra Roy free from all encumbrances

AND WHEREAS the Society by its letter dated 5-10 199 Walled granted permission to the Vendor to transfer the said plot No. 5 along with the dwelling house constructed thereon by the Allottee/Vendor to Sri Birendra Ray the Purchaser herein.

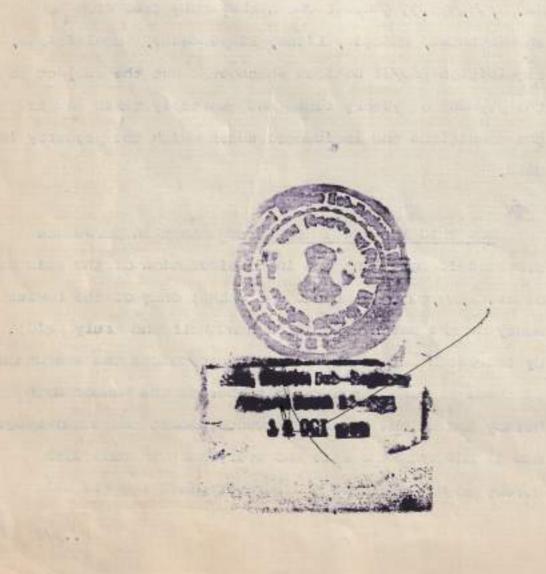
> AND WHEREAS the permission sought for transfer of the said plot No. 5 together with building standing thereon by the Allottee/Vendor, there is no bar to sell the said property more fully described in the Schedule hereunder written hereto to the Purchaser herein free from all encumbrances and charges.

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AND WHEREAS the Society consented to the purposal of the Vendor as recited in the foregoing paragraph.

AND WHEREAS the vendor has agreed with the Purchaser for absolute sale to him ALL THAT the demarcated homestead land being Plot No. 5 comprised of portion of Dag No. 236 under khatian No.411, 412 and 413, J. L. No. 4 R. S. No. 175/29, Touzi No. 3, 4 and 5 within Mouza Roynagar being Municipal Premises No. 207, South Roynagar, P. S. Regent Park, Calcutta-700070 ward No. 112 under the Calcutta Municipal Corporation A. D. S. R. O. Alipore and in the District of South 24- Parganas more fully described in the Schedule below at and for the total consideration of Rs. 2,00,000.00 (Rupees Two Lakhs) only free from all encumbrances, charges, liens, lispendence, acquisitions, requisition and/or notices whatsoever but - subject to Sworth the payment of yearly rents and quarterly taxes and to the conditions and incidences under which the property is held.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 2,00,000.00 (Rupees Two Lakhs) only of the lawful money of the Union of India in hand well and truly paid by the Purchaser to the Vendor at or before the execution of these presents, the receipt whereof the Vendor doth hereby and by the receipt hereunder admit and acknowledged and of and from the same and every part thereof doth hereby acquit, release and forever discharge the said



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Purchaser as well as the said property hereby sold, transferred and Convey the Vendor doth hereby grants, sells, conveys, transfers assigns and assures unto and to the use of the said Purchaser, his heirs, executors, administrators, legal representatives and assignees ALL THAT demarcated Scheme plot No. 5 measuring 3(three) Cottahs 6(six) Chittacks and 11(eleven) square feet more or less together with one brick built dwelling house forever 18 years consisting of 5(five) rooms, bath and privy, having a total covered area of approximately 900 Square feet including all other easements and appurtenances attached therein comprised of portion of Dag No. 236 under khatian No. 411, 412 and 413 , J. L. No. 47, R. S. No. 475/29, Touzi No. 3, 4 and 5 within Mouza Roynagar, being Municipal premises No. 207, South Roynagar, P. S. Regent Park, Calcutta-700070 Ward No. 112 under the Calcutta Municipal Corporation A. D. S. R. Alipore, and in the District of South 24- Parganas more fully described in the Schedule hereunder written free from all encumbrances butted, bounded, called, known, numbered, distinguished, described TOGETHER WITH all yards, drains, ways paths, passages, water courses and all rights, privileges, easements profits, appendages and appurtenances whatsoever to the said land and premises belonging to or in anywise appurtaining thereto or have or any time hereto held, occupied, enjoyed, accepted, reputed, deemed, taken, known or part, parcel or number thereof or appurtenant thereto and all the estate right, title, interest, inheritence, use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendor whatsoever into

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and upon the said land and premises or any part thereof TOGETHER WITH all deeds, pattahs, documents, writings, evidences of title whatsoever which exclusively relates to or concerning the said land and premises or any part thereof which are now or hereinafter shall or may be in the custody, power, control or possession of the Vendor or any other person or persons from who he can procure the same without any action or suit at law TO HAVE AND TO HOLD the said land and premises described in the schedule hereto or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever AND THAT NOTWITHSTANDIN any such act, deed, matter or thing by the Vendor done, executed or knowingly suffered to the contrary, the Vendor now has good right, full power and is now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the said land and premises hereby granted or expressed so to be and every part threof for a perfect and indefeasible estate of inheritence without any manner or condition use, trust or otherwise whatsoever to alter, defeat, encumber or make void the said AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the vendor hath now in himself good right and full power to convey the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the said purchaser in the manner aforesaid A N D the Vendor is divested of all rights, title, interest and/or possession from the said land and premises sold to the Purchaser and the Purchaser is put in khas possession of the same from to-day A N D the Purchaser shall and may at all times



hereinafter subject to the payment of yearly rental, taxes and other outgoings peacably and quietly hold, possess and enjoy the said land and premises and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or intrust for the Vendor FURTHER that the Vendor and all person or persons having lawfully or equitably claiming any estate or interest in the said land and premises or any part thereof under or in trust for the Vendor AND the Vendor shall and will from time to time and at all times hereinafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land and premises and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required.

BE IT STATED that the Vendor shall support any application made by Purchaser for mutation of his name in the office of the Calcutta Municipal Corporation and other appropriate authorities in respect of the property hereby conveyed and will at the cost of the Purchaser do all that he may be required to do for that purpose.

THAT there has not been any acquisition or requisition the property by any authority whatsoever. There is also no alignment by the Government, C. M. D. A., Municipality or any public body at present in respect of any portion of



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the property and all rents, taxes and other outgoings
payable in respect thereof, if not paid already, the
liability of such payment shall vest with the Vendor.
The Purchaser will be liable for payment of such outgoings
from the date of these presents.

IT IS HEREBY DECLARED that the Vendor is the absolute owner of the said property without any Co-sharer or partner therein and he has good title and full power and rights to transfer the same and he is in possession of the same in khas.

THAT if in future any errors or omission are detected in these presents, the same will be rectified by the Vendor by proper Deed of Rectification and/or Declaration at the costs and expenses of the Purchaser.

IN PROOF of title, the Vendor hereby delivers the Title "eeds and other papers to the Purchaser which are in his possession and custody.

SCHEDULE REFERRED TO ABOVE :

ALL THAT demarcated piece and parcel of homestead Scheme

plot No. 5 measuring an area of 3 (three) Cottahs 6(six)

Chittacks and 11(eleven) square feet more or less together

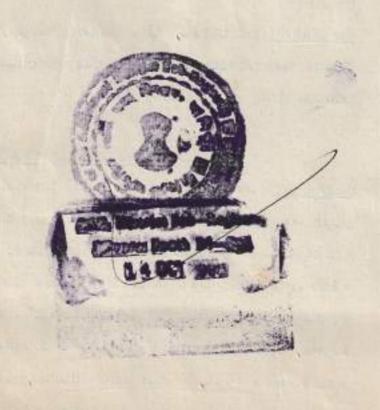
with a brick built dwelling house constructed about 18

years ago standing on a portion thereof consisting of 5(five)

rooms, bath and privy having a covered area of approximately

900 Square feet, water connection, electric installation

all other fittings and fixtures right of easements over



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the 12' feet wide common passage situated on the Northern side of the said land and premises including all other easements and appurtenances attached therein comprised of portion of Dag No. 236 under khatian No. 411, 412 and 413, J. L. No. 47, R. S. 175/29, Touzi No. 3,4 and 5, Mouza Raynagar being Municipal Premises No. 207, South Roynagar, P. S. Regent Park, Calcutta-700070 Ward No. 112 under the Calcutta Municipal Corporation , A.D.S.R.O. Alipore and in the District of South 24- Parganas, which is butted and bounded as follows :-

On the North by : 12' feet wide common passage.

On the East by : Lay out plot No. 4 of the Society.

on the West by : Lay out plot No. 6 and 7 of the on the South by : Plot of Haripada Roy.

IN WITNESS WHEREOF the V E N D O R has hereunto set and subscribed his hand on the day month and year first above written.

Signed & Delivered in presence of :-

WITNESSES:

1. Pridon Anterior

co-op Housing Society.

Rapi Ranjan Enleae

Memo of consideration

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RECEIVED of and from the withinnamed Purchaser, the within mentioned sum of Rs.2,00,000/-(Rupees two lakhs) only being the full consideration money to have been paid by the Purchaser to the Vendor as per Memo below.

MEMO OF CONSIDERATION.

Received this day in cash by G. C. Notes

Rs. 2,00,000.00.

Rs. 2,00,000.00

(Rupees Two Lakhs) .

WITNESSES:

Ralei Ranger Sarker

2. Monotosh Sarkar.

Drafted by :

cone 4. ma (ABoke Kumar Mazumdar)

Advocate

Alipore Judges' Court, calcutta_700027.

Typed by :

(Dilip Kr. Halder) Alipore Judges' Court,

Calcutta-700027.

