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CONVEYANCE

Re: PLOT No. 18 (Phase+I)

AREA 3 Cottahs (approx)

FROM :

THE JADAVPUR CO-OPERATIVE LAND AND HOUSING
SOCIETY LIMITED

—VENDOR SOCIETY

To :

SHRI DILIP BANERJEE

—PURCHASER MEMBER

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THIS INDENTURE is made on this the 12th day of September in the year One thousand nine hundred and eighties 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 BANERJEE son / wife / daughter of A. Karna K. Banerjee by occupation Service at present residing at 150/81, Belaghata New Road, Belaghata a shareholder member of the Vendor Society 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.

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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-Paraganas.

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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.

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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 (0.53½ 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 Mondnl and others the total land measuring 16 cottahs and 8 chittaks (0.28½ 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 regisrered 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 absoluteiy 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, 135, J. L. No. 25 Khatian No. 101, R. S. No. 2, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of Soath 24-Parganas.

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AND WHEREAS by 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. J, 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, 89, 91, 131, 135, 135, 136 and 129 J. L. No. 25, Kharian No. 101, R. S. No. 3, Touri No. 56 Mouza Nayabad P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS the Vendor Society recorded its name with the office J. L. R. O. Behala by the 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 chittaks and 31 sq. feet) so purchased from the above mentioned parties and is thus seized and possessed of or/and otherwise well and sufficiently entitled to their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispendens, attachments, and is in khas possession thereon.

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members the Vendor Society effected improvements 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. The entire land on which the said plots have been so carved out is fully described in the first schedule being Schedule 'A' hereunder written.

AND WHEREAS pursuant 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.

AND WHEREAS by a resolution dated 2.5.87 it was decided by the Vendor Society to allot different plots of land to its different members by lottery and such lottery was held on 31.5.87 whereby the PURCHASER MEMBER was allotted the plot of land more particularly described in Schedule 'B' hereinbelow and hereinafter referred to as the said plot and the PURCHASER MEMBER has accepted such lottery.

AND WHEREAS the PURCHASER MEMBER has paid a sum of Rs. 9000/- to the Vendor Society from time to time as required by the Vendor Society.

AND WHEREAS the Vendor Society appropriated the said sum of Rs. 9000/- (Rupees Nine Thousand only) in full payment of the consideration and allotted the said plot to him being all that the plot No. 18 (Phase-1) measuring more or less 3 cottahs x chittaks x sq. ft. (more particularly described in the second Schedule being Schedule 'B' hereunder written and also marked red in the annexed plan) in favour of the PURCHASER MEMBER.

AND WHEREAS the PURCHASER MEMBER has taken inspection of the scheme herself of the plan and of the said allotted plot and has satisfied himself/as to size and condition thereof, and also that the said sum of Rs. 9000/- is the fair and reasonable purchase consideration thereof.

NOW THIS INDENTURE WITNESSETH that pursuant to the aforesaid allotment to the PURCHASER MEMBER and in consideration of the said sum of Rs. 9000/- (Rupees Nine Thousand only) paid by the purchaser member to the vendor society (the receipt whereof the Vendor Society does hereby and also by the Memorandum of Consideration hereunder written admits and acknowledges and acquits and releases the demised premises and the purchaser member from the same) the said Vendor Society does hereby SELL, TRANSFER, CONVEY, assign, confirm and assure unto the purchaser member ALL THAT the piece and parcel of vacant land being the said Plot

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District Registrar
Alipore, 24 Parganas
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bearing plot No. 18 (Phase-1) measuring about 3 cottahs chittaks and 8 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, lispdens, 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 transferees 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 transferees shall be free to uninterruptedly 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'.

THE FIRST SCHEDULE ABOVE REFERRED TO :
'A'

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.) situated and lying at and being comprised being R. S. Dag Nos. 3, 83; 85, 87, 88, 89, 91, 131, 132, 135, 136, 139 I. L. No. 25, Touji No. 56, Khatian Nos. 76, 90 and 101 Mouza Nayabad within P.S. Kasba.....in the District of South 24-Parganas.

THE SECOND SCHEDULE ABOVE REFERRED TO
'B'

ALL THAT Residential Plot No. 18 (Phase - I).....measuring more or less 3.....cottahs.....x.....Chittaks.....x..... Sq. ft. out of the land mentioned in the First Schedule, bounded

ON THE NORTH BY : Plot No: 17
ON THE SOUTH BY : Plot No: 19
ON THE EAST BY : 40 feet wide Road
ON THE WEST BY : Plot No's: 10 and 11.

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

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

For The Jadavpur Co-operative Land & Housing Society Ltd.

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

1. Meenakshi Banerjee
8/2 K.S. Roy Road. Cal-1
2. Krishna Prasad Sin
10, middle road
Cal-32

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

1. Bijay Prasad Sin
10, middle road
Cal-32
2. Krishna Prasad Sin
10, middle road
Cal-32

Chairman: R. R. Giri
Vice-Chairman: Alhambay
Secretary: Deleip
Treasurer: Ambar
Jt. Secy. S. P. Mukherjee
Jt. Secy: Ben
Deleip Banerjee



Common Seal of the Society
fixed pursuant to resolution
of the Society dated 6.9.88

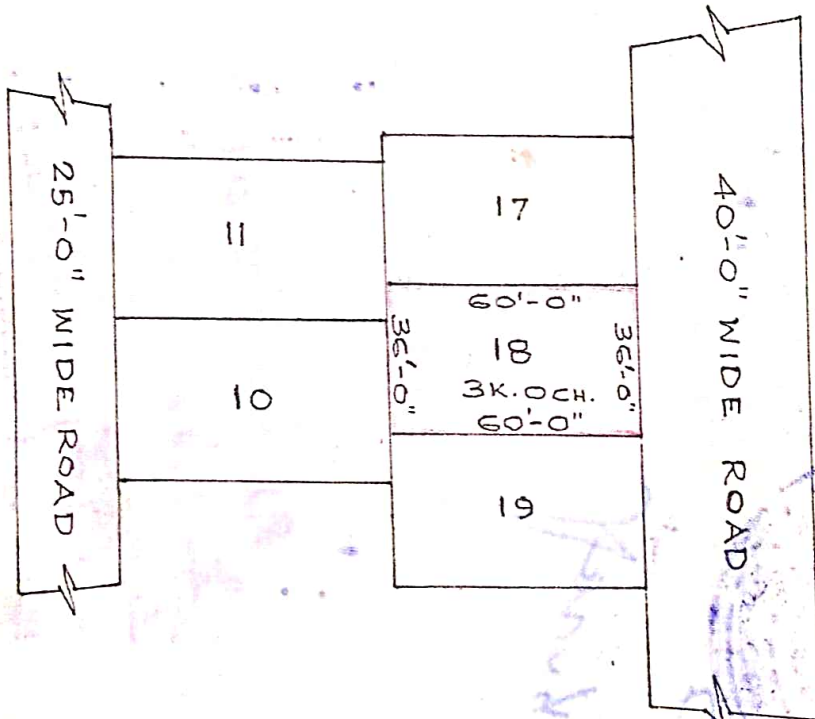
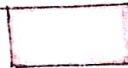
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SITE PLAN OF PLOT NO 18 OF THE JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LTD. (REGD. NO. 116/CAL OF 1965), CORRESPONDING R.S. DAG NO. 132 (IN PART), MOUZA- NAYABAD, J.L. NO. 25, P.S. TOLLYGUNGE (NOW-KASBA), DIST. 24-PARGANAS UNDER CALCUTTA MUNICIPAL CORPORATION, WARD NO-109.

SCALE-1"=50'-0"

REF.

LAND ALLOTTED IN FAVOUR OF SRI DILIP BANERJEE MEASURING AN AREA 3K.-0 CH. SHOWN THUS.



For The Jadavpur Co-operative Land & Housing Society Ltd.

Chairman: *R. Banerjee*
 Vice-Chairman: *[Signature]*
 Secretary: *[Signature]*
 Treasurer: *[Signature]*
 Jt. Secy: *S.P. Mukherjee*
 Jt. Secy: *B. Sen.*

Dilip Banerjee

DRAWN BY:-

B. CHAKRABORTY
 SURVEYOR.
 5. 9. 88.

CHAIRMAN / SECRETARY / DIR

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MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser member the within mentioned sum of
Rs. 9000 (Rupees Nine thousand only)
in full satisfaction of the consideration money paid to the Vendor Society as mentioned in the
Deed of Conveyance.

For Jadarpur Co-operative Land and Housing Society

R.R. Giri
Chairman

Witness :

1) M. S. Bhanu Prasad
8/2, K. S. Ray Road, Calcutta



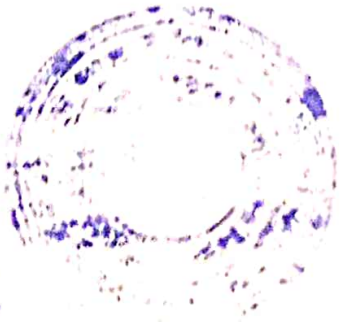
2) M. S. Bhanu Prasad
8/2, K. S. Ray Road, Calcutta

[Signature]

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



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