Medition of West Benga P. and Dept (Taxation)

68 (12.3)

droves fee in Court fee stamps,

Chinates St. 168

ali Dasoi

THIS INDENTURE made this 5 the day of Jeonatory one mousand Nine Hundred and Sixty-eight BETWEEN SM.BAISHNABI DASSI, widow of --Barnadhar Mandal, deceased, Hincu, Landholder residing in village --Joka within Police Station Behala in the District of 24-pargannas hereinafter referred to as the VENDOR (which term or expression --unless excluded by or repugnant to the subject or context shall --include her heirs executors administrators representatives and --assigns) of the One Part and ASH LAND AND HOUSING CO-OPERATIVE SOCIETY LIMITED, a Society registered under the Bengal Co-operative Societies Act, 1940, and having its registered Office at Suite No.2, Temple Chambers, 6,0ld Post Office Street, in the town of Calcutta, hereinafter referred to as the PURCHASER (which term or expression unless excluded by or repugnant to the subject or context shall --include its successor or successors and assigns) of the Other Part.

WHIREAS by a Kobala made on and bearing date the 23rd Bhadra,

NASKAR 1331 B.S. corresponding to 9th day of September 1924, and registered -

between Sm. Satyabati Dassi therein described as the Vendor of the --

the....

ATTESTED Jone Part and Kinoorali Mandal therein described as the Purchaser of

Compared with Original

Advocate well397/95

B. K. NASKAR, Notary Govt. of West Bengal Reen. No. 102 / 2007

3 n AUG 2023

Bailhadi Zani

Mani Gopal Roy Chowdhury was absolutely seised and noseessed --

of certain Branchtor or rent free/land measuring 5 Bighas more or less and situated in mouza Barisa Village Joka, pargana Balia within Police Station Behala and therein fully described and -- also hereinafter fully set forth and described in the Schedule hereunder written, did thereby and for the consideration therein mentioned sell and transfer the said Brahmottar land to the said Kinoorali Mandal absolutely and for ever

AND WHEREAS the said Kinoorali Mandal being at the time of his aforesaid purchase a minor was represented by his father -- Rahim Baksh Mandal otherwise known as Sk.Rahim Fakir

AND WHEREAS in the Records of Rights finally prepared and -finally published upon the Cadestral survey settlement of 1929 to
1931 the said Brahmottar land so purchased under the hereinbefore
recited Kobala dated the 9th September, 1924 was recorded in Khatian
No.531 of Mouza Joka Pargana Balia within Jurisdiction List No.21 within Police Station Behala as Brahmottar Niskar Sali land containing an area of 1.81 acres wrongly in the name of the said Rahim Baksh Mandal otherwise known as Bk.Rahim Fakir, the father of the said Kinoor Ali Mandal although the said Kinoorali Mandal had -purchased the said land hereditaments and premises with his own money and remained seised and possessed thereof

AND WHEREAS by a decree made on the 23rd day of March, 1938, by the Second Court of Munsiff at Alipore in Title Suit No. 281 of

ATTESTED 64 Wer Rahman and others being the sons, widow, daughters and/or

B. K. NASKAR, Notary
Covi. of West Bengal

incesses of american

3 0 AUG 2023

si

ian

their legal representatives and/or assigns of the said Rahim Baksh Mandal otherwise known at Sk.Rahim Fakir were the defendants it was inter-alia declared that the entries relating to the said Niskar -- Brahmottar Sali land in Mouza Barisa Village Joka in Parganna Balia within Police Station Behala measuring 5 Bighas more or less and -- described in the Schedule to the said decree in the Settlement record of rights were erroneous and the plaintiff in that suit namely -- Kinoorali Mandal was declared as entitled to the entire sixteen -- annos share or interest in the said property described in the -- Schedule to the said Decree and the defendants in that suit being -- the heirs and legal representatives of the said Rahim Baksh Mandal -- their representatives and/or assigns were declared to have no right title possession or interest in that property

AND WHEREAS by a Kobala made on and bearing date the 9th day of July, 1938, registered in the Office of the joint sub-Registrar of -- Alipore at Behala in Book No.I, Volume No.18 at pages 182 to 185 -- being No.1208 for the year 1938 the said Kinoorali Mandal did thereby and for the consideration mentioned sell to the Vendor absolutely -- the aforesaid Niskar Brahmottar Land hereditements and premises -- measuring 1.81 acres recorded in Cadestral Survey Settlement in -- Khatian No.561 as Dag No.761/858 and hereinafter fully set forth and described in the Schedule hereunder written and intended to be -- hereby granted or expressed so to be

AND WHEREAS in the Record of Rights finelly prepared and -finally sublished under the Estate Acquisition Act (I of 1954) the
said Sali Land hereditaments and premises has been recorded in -Revisional Khatian 10.561 as Deg No.761/858 in the name of the -yendor under the Government of West Bengal as Niskar but subject to
payment of a road and public works cess of -/8/9 per annum

ATTESTED BY ME

Compared with Original

AND WHEREAS....

B. K. NASKAR, Notary Govt. of West Bengal Regn. No. 102 / 2007 S.K. Sharma Advocate WB/1397/95

3 0 AUG 2023

parcel of misker Brahmotter sali land hereditaments and premises in Mouza Joka measuring 1.81 acres and fully set forth and described in the Schedule hereunder written and intended to be hereby granted or expressed so to be

AND WHEREAS the Vendor has agreed with the Purchaser for -- absolute sale to the Purchaser of the said Niskar Brahmottar land in Mouza Joka in the Schedule hereunder fully set forth and described free from all encumbrances attachments liens lispendens - at or for the price to be calculated at the rate of Rs.5500/- per Bigha as may be found on actual measurement

AND WHEREAS upon calculation at the agreed rate of Rs.5500/per Bigha the price of the said Niskar Brahmottar sali land -hereditaments and premises measuring 1.81 acres would come to Rs.30,126/25 paise

MOW THIS INDENTURE WITNESSETH that in pursuance of the seid agreement and in consideration of the sum of Rs.30,126/25 paise - (Rupees Thirty thousand One hundred and twenty-six and twenty-five paise only) to the Vendor paid by the Purchaser at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby release the Purchaser) the Vendor doth

the piece or parcel of niskar Brahmotter Sali land measuring -1.82 acres more or less situate lying at and being Dag No.761/858
in Revisional Khatian No.561 in Mouza Joka Pargana Balia within --

police Station Behala sub-Registry Alipore in the District of --

BY ME 24-pargannas fully set forth and described in the Schedule hereunde

B. K. NASKAR, Notary Mag Govt. of West Bengal

designation of the practices of the contract of the practices of the pract

Compared with Original writt

Advocate WB 1397/95

- 3 A 4UG 2023

written (hereinafter referred to as the said land hereditaments -- and premises) OR HOWSOEVER OTHERWISE the said land hereditaments -- and premises or any part thereof now are or is or heretofore were or was situated tenanted butted and bounded called known numbered described or distinguished TOGETHER WITH all buildings fixtures --

yards courts areas sewers drains ways paths passages commons fences

walls waters and water courses lights rights liberties privileges -ements and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtegant thereto AND ALL THE ESTATE right title interest claim and demand -whatsoever of the Vendor in to or upon the said land hereditaments and premises or any part thereof TOBETHER WITH all ceeds pattans -and muniments of title whatsoever in anywise relating to or concerning the said land hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom -she he or they or any of them may procure the same without any -action or suit TO HAVE AND TO HOLD the said land hereditaments and -premises hereby granted or expressed so to be UNTO AND TO THE USE of the Purchaser absolutely and for ever AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or -thing by the Vendor or by any of her ancestors or predecessors in title done executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises hereby granted or expressed to be and every part thereof for a perfect and indefeasible estate of inheritance -without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstaning any such act or thing whatsoever a aferesaid the Vendor has --ATTESTED

Compared with Original

AT

B. K. NASKAR, Notary Govt, of West Bengal Regn. No. 102 / 2007

3 n All 6 2023

now in herself good right and full power to grant the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and -quietly possess and enjoy the said land hereditaments 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 in trust for her or from or under any of her ancestors or predecessors in title AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept -indemnified against all estates and encumbrances created by the --Vendor or any of her ancestors or predecessors in title or any -person or persons lawfully or equitably claiming from under or in a trust for her AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the -said land hereditaments and premises or any of them or any part thereof from under or in trust for the Vendor or from or under any of her ancestors or predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the  $\cdot$ Purchaser oo and execute or cause to be done or executed all such  $\cdot$ 

acts deeds and things whatsoever for further and more perfectly --assuring the said land hereditaments and premises and every part .
Thereof unto and to the use of the Purchaser in manner aforesaid .
as shall or may be reasonably required.

## Schedule above referred to

ALL THAT the piece or parcel of nisker or rent free Sali land heredicements and premises held in occupancy right under the State Covt of West Bengef West Bengel containing an area of 1.81 acres more or less -- Rem. No. 102 / 2007 situate lying at and being Dag No. 761/858 in Revisional Khatian --

3 0 AUG 2023

Bugisteer of Argurenosa

Compared with Original S. K., Scharmer

Advocate WB/1397/9

No.561 recorded in the name of the Vendor under the State of West Bengel in Mouza Joka, Pargana Balia within Jurisdiction List No.21, Revenue Survey No.31, appertaining to Touzi No.58 within Police -Station Behala, sub-Registry Alipore in the District of 24-parganas The in respect of which entire khatian an annual road and public works --Collectorate of 24-pargannas.

IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed her hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED at Calcutta in the presence

.he

r by

mi ng 08-

any

and L

Svimate Baishnals Back SEAL

Spatta\_ Solicitor, Calcutta By the hend. L.m. Vanyal. Explanace the

Civile, to to the Excf

Advogade

I dentification me

Bishipada Kandel

Govt, of West Bengal

po & vill goka

24 pargani

Compared with Original

S.K. Strama Advocate WB/1397/95

## Memo of Consideration

By Earnest money paid on -By amount paid brings --My teching by way of Jurther payment of the Prescharge Ponce on 6th october, 1967 By emount toaid this day Rang 2.61 ( been friendied and ring one) pieces of Reserve Bo way ? him notes for Ro 1001 - each By amount mater and como Total .. Rs. 30, 126. 25 P "( Kurpes Thirty Thousand one hundred read twenty six and twenty five Paupar Topolas) · Baistnatos Dassi Bs the hen of B. K. NASKAR, Notary Gove, of West Bengal Reyn. No. 102/2007 ye call Clause to It e Rock log me. Compared with Original

S.K. Sharma

Advocate W0/1397/95

Live 1

Presented for registration at. Baishnabi Sasi By the pen of Registrar or Tanarances Bishow pada Mondal Laisna bi dasmi with That of Bakala Monda & Joka Af Bakala Monda & Joka Af Bakala Monda & Joka Mohi Baishnalei Dasi By the purato Bada Mendel 10 ishufa do loubas Compared with Original S.K. Shama Govi. of West Bengal Advocate W 0/1397/91-Regn. No. 102 / 2007 3 0 AUG 2023

Book :- 13 Volume No. 13 Volume No. 13 For the year 1968

V to Dept

14.2.68.



ATTESTED BY ME

B. K. NASKAR, Notary Govt. of West Bengal Regn. No. 102 / 2007

3 0 AUG 2023

Dated this 5 H day of 3

Sm.Baishnabi Dassi

-T'0-

Ash Land and Housing Co-oper-

Society Ltd.



DEED OF CONVEYANCE

man NS STE

Compared with Original

S. K. Strama

Advocate WB/1397/95 H.N. Datta & Co. Solicitors, 6,01d Post Office Street Calcutta.

ang. 761/858