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Exercise Assurances

THIS INDENTURE made this 21 to day of April, One thousand Mine hundred and Seventy two BETWEEN ASH LAND & HOUSING CO-OPERATIVE SOCIETY LIMITED - a Society registered under the Bengal Co-Operative Societies Act, 1940 and having its registered Office at 11, Pollock Street, Calcutta-1 in the town of Calcutta, hereinafter called the VENDOR (which expression shall unless excluded by or repugnant to the context include its successor or successors, assign or assigns) of the ONE PART AND SRIMATI RIJOY LAKSHMI HURMAN, wife of Sri Mihinesh Burman, by Caste Hiddu, by occupation House-wife, residing at 42/1, Strand Road, Calcutta-7 under Police Station Burrabazar, Calcutta, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives and assigns) of the OTHER PART:

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presented for regularisation at 3 39 on the Ad St 1967 Bl. 1967 of his/har residence Questar - +9 Registrar of Assurances Coloutto 21. 4.7 Ly Speeching or admitted by M. D. Paul and S.N. Forks For Ash Land & Housing Co-o So. is. I tod A. N. Ah as Levelary of Ash Kand & Housing Co operation Society Rtd For Ash Land & C. . . . . Identifice a by

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WHEREAS by a Conveyance bearing the date of 5th
February 1968 registered at the Office of the Registrar
of Assurance at Calcutta and noted in Book No. I, Volume
No. 13, Pages 405 to 414, Being No. 518 for the year 1968
the Vendor Society absolutely purchased for valuable
consideration from Srimati Baisnabi Dassi the vacant Niskar
land measuring 1.81 acres of land under Dag No. 858,
Khatian No. 561 of Mouza Joka, Police Station - Behala,
in the District of 24 Parganas, is hereby intended to be
granted transferred and conveyed:

AND WHEREAS in pursuance of the object of developing the area known as Thakurpukur Scheme, the Vendor Society developed the area by throwing earth and making them of uniform level, laid out roads and passages, and divided the area into plots and announced these plots for sale amongst its members.

and whereas one plot No. 155 of the Society's Thakurpukur Scheme measuring 4 (Four) cottahs more or less fully
and particularly described in the schedule hereunder
written and delineated in the Scheme Plan or Map together
with rights of easement appertaining thereto as also
benefits of all contracts in connection therewith.

AND WHEREAS the Vendor Society is thus seized and possessed of and otherwise well and sufficiently entitled in their absolute and indefeasible right and interest, free from encumbrances liens charges lispendens and attachments to all that the said piece and parcel of land fully and particularly mentioned in the Schedule hereunder written and is in khas possession thereof.

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AND WHEREAS the Vendor Society has offered to sell free from encumbrances lims charges and attachments the said piece and parcel of land at or for the price of Rs. 1,500/- (Rupees Fifteen hundred) only per cottah and the Purchaser has agreed so to purchase the same for consideration aforementioned.

## NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

Pursuant to the aforesaid agreement and in consideration of the said sum of R.6,000/- (Rupees Six thousand only) of lawful money of India to the said Vendor Society paid by the Purchaser at or before the execution of these presents (receipt of which the Vendor Society does hereby as also by memorandum of consideration hereunder admit and acknowledge) the said Vendor Society does hereby grant sell transfer convey assign confirm and assure to the said Purchaser ALL THAT piece or parcel of land hereditaments and premises fully described in Schedule hereunder written and delineated in the Society's Thakurpukur Scheme Map.

OR HOWSOEVER OTHERWISE the same now is or are heretofore was or were butted bounded called known numbered described or distinguished.

TOGETHER WITH all areas paths passages drains sewers water courses and all manuer or rights liberties privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining to the same and together with all the documents of title exclusively relating to the said plot of land which are now or hereafter may be in the custody or power of the said Vendor Society without any action in law AND all right title and interest of the said Vendor Society in the said plot of land hereby conveyed AND reversion or

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reversions, remainder or remainders and the rents issues and profits thereof of the properties hereby sold granted and conveyed.

TO HOLD the said piece or parcel of land together with the rights and appurtenances aforesaid to the said Purchaser absolutely and for ever according to the nature and tenure thereof.

- 2. The said Vendor Society hereby covenants with the said Purchaser as follows:-
  - 1) The said plot of land hereby conveyed is free from all encumbrances, charges, liens, lispendens, attachments and/or any scheme of acquisition or requisition uptodate what soever.
    - 2) The said Vendor Society has good right full power and absolute authority to convey the said piece of land to the said Purchaser in the manner aforesaid.
    - 3) The said Purchaser shall be entitled to enter upon and enjoy the said piece of land and the rents issues and profits hereof without any eviction interruption whatsoever by or from the said Vendor Society or any person claiming through under or in trust for him.

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The said Vendor Society shall at kis costs indemnify and keep the Purchaser indemnified against any loss or damage suffered by the Vendor Society due to want of title or existence of any charge lien lispendens or attachments on the said piece of land.



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The said Vendor Society and all persons claiming 5. through under or in trust for the Vendor Society shall at all times hereafter at the request and costs of the said Purchaser her heirs and assigns do or cause to be done all such acts deeds matters and things for more perfectly assuring the said piece of land or any part thereof to the said Purchaser her heirs and assigns as may be reasonably required.

## SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of vacant land in plot No. 155 forming 4 (Four) cottahs as demarcated in the Society's Thakurpukur Scheme Plan portion of 1.81 acres of land under Dag No. 858, Khatian No. 561, J.L. No. 21 Touzi No. 58 of Mouza - Joka, Pargana- Balia, P.S. Behala, Sub-Registration Office Behala in the District of 24 Parganas butted and bounded in the following manners: The annual cess of 6 (Six) paise is payable to the Collectorate of 24 Parganas on 4 (Four) cottahs of Miskar land.

South ... Plot No. 156.

North ... Plot No. 154 .

Bast ... 40'-00" Wide Common Road.

West ... Common Road.

IN WITNESS WHEREOF the Vendor Society has set and subscribed its hand and seal, on the day month and year first written above

Signed sealed and delivered at Calcutta in presence of

2) Sumil Kr. Bhattachayir 42/1, SatyenRay Ar. Rs. Advocate Cal 34.

For Ash Land & Hausian Co-on Soc

Ash land & Hossia

For Ash Lead & Housing Co. by Society Ltd.



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Received of and from the within named Purchaser the within mentioned sum of Rs. 6,000/- (Rupees Six thousand) only in full satisfaction of the purchase momey agreed to be paid to the Vendor Society as mentioned in above Deed of Conveyance.

## WITNESSES :-

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De Kalla Chaigu.

D. Bhattacharjer, Advocate
II. Pollock Street, Calcutta-1.

2) Sri Sun'il Kr. Bhatachañes. 42/1, Salyen Roy Ar. Road. Cal-34. Ask land & Housies (2 no. 1 & ct) 14

For Ash Land & Mousing Co. Society Ltd.

My Obrector,

For Ash Land & Harrian Co-o. Society Ltd.

Director

Book No. 1945.

Volume No. 945.

Pages 145 to 156.

Being No. 1949......

For the year 1971.....

ASSISTANCES

Dated the 21 day of Afril 1971.

Regd.
No 10/Cal/66

DEED OF CONVEYANCE

BETWEEN

THE ASH LAND & HOUSING CO-OPPHATIVE

SOCIETY LIMITED.

AND

SRIMATI BIJOY LAKSHMI BUHMAN.

Registrar of Assurances

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(Co.)