

Dist. District Sub-Registrar
Allahnagar, (Salt Lake Circle)
4 AUG 1944

same to be true and correct and acting on faith thereof, the Purchasers agreed to purchase and acquire the said Property from the Vendors absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

- C) The Purchasers have at or before execution of this deed of sale paid to the Vendors the entire amount of the said mutually agreed consideration and has called upon the Vendors to grant this conveyance in favour of the Purchasers.

I. **NOW THIS INDENTURE WITNESSETH** as follows: That in pursuance of the said agreement and in consideration of the sum of Rs.2,10,000/= (Rupees two lacs ten thousand) only of the lawful money of the Union of India in hand and well and truly paid and/or deemed to have been paid by the Purchasers to the Vendors at or before the execution hereof (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchasers and the said Property) the Vendors do and each of them doth hereby indefeasibly unconditionally and absolutely grant sell convey transfer assign and assure unto and to the Purchasers **ALL THAT** the said Property, fully described in the **SCHEDULE** hereunder written **WITH** all ownership share rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendors in or upon the in the said Dag/s and also in all roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest

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use trust property claim and demand whatsoever both at law or in equity of the Vendors into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or

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intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;

- (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or the Vendors' predecessors-in-title.
- (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors or any of them and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors or the Vendors' predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more

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perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.

(vii) **AND THAT** the Vendors and each of them shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers produce or cause to be produced to the Purchasers or its agent or agents or any person or persons as the Purchasers may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the Vendors to the Purchasers, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchasers and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.

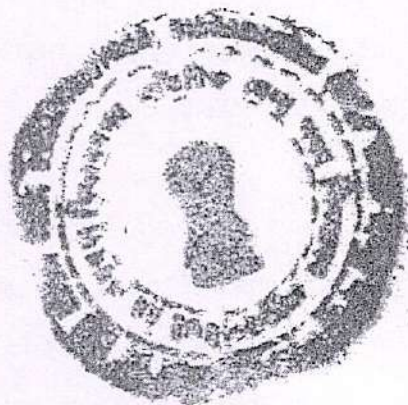
(viii) **AND ALSO THAT** the Vendors shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and the Purchasers' successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or the Purchasers' successors or successors in title or interest by reason of any defect in the title of the Vendors to the said Property or any of them or by reason of any of the representations declarations and assurances made and/or given by the Vendors to the Purchasers being found to be untrue, incorrect, false or misleading.

III. AND THE VENDORS DO AND EACH OF THEM DO TH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS as follows:

i) **THAT** the Vendors are and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendors on a demand being made by the Purchasers and the Vendors shall indemnify and keep saved

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harmless and indemnified the Purchasers in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;

ii) **AND THAT** the said Property are under the Vendors' own direct possession / cultivation and that there is no Bargadar or Bhag Chasi in the said Property or any of them or any part thereof;

iii) **AND THAT** the Vendors had first offered the said Property to the respective owners of properties contiguous and/or adjacent to the said Property and that upon their refusal to purchase the same, the Vendors herein has approached and negotiated with the Purchasers herein for the sale and transfer of the said Property to the Purchasers. The Vendors do hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchasers herein against all claims, demands, injury, loss or any other harmful action against the Purchasers by any person claiming any right on the said Property or any of them.

iv) **AND THAT** the Vendors shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchasers herein from time to time for having the name of the Purchasers mutated in respect of the said Property hereby sold and conveyed;

THE SCHEDULE ABOVE REFERRED TO:

(the said Property)

ALL THAT the piece and parcel of land, recorded as "Sali", containing an area of 5.17 Satak (equivalent to 0.0517 Acre or 3.12785 Cottahs) more or less (out of total 31 satak comprised in the Dag) situate lying at comprised in and being a divided and demarcated portion of R.S. & L.R.Dag No.226, recorded in Khatian No.574 in Mouza Chakpachuria (J.L.No.33), Police Station Rajarhat, Sub-Registration Office ADSR, Bidhannagar, Kolkata in the District of North 24-Parganas, as delineated in the plan annexed hereto duly bordered thereon in "RED", and butted and bounded as under:

On the North : by part of Dag No. 226,

On the South : by part of Dag Nos. 229 and 230,

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