

proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendors or any of them for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;

- xiii) That there is no impediment or restriction under any law for the time being in force in the Vendors selling conveying and transferring the said Property unto and in favour of the Purchasers;
- xiv) That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor are the Vendors aware of any such claim, notice, suit or proceeding and that save and except the Vendors, no other person can claim any right title or interest whatsoever in the said Property or any part thereof;
- xv) That the respective shares of the Vendors in the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

B. The Vendors, being in urgent need of money, approached the Purchasers and offered to sell the said Property to the Purchasers and relying on, amongst others, the representations assurances declarations and confirmations made



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and/or given by the Vendors as hereinbefore and also hereinafter contained and believing the 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.

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

I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of **Rs.3,90,000/=(Rupees Three Lacs Ninety 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 acquit release and forever discharge the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do and each of them doth hereby indefeasibly unconditionally and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **All That the said Property**, fully mentioned and 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 (if any) in or upon 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 or any of them **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 incidence thereof **AND** reversion or



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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 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 pattahsmuniments writings and evidences of title in anywise relating to or connected with the said Property or any of them 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 lispensens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis 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 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



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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 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 lispens 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 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 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 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 lispens 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 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 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




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the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers or any of them;

- (vii) **AND THAT** the Vendors 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 or any of them produce or cause to be produced to the Purchasers or their agent or agents or any person or persons as the Purchasers or any of them may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Porcha 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 or any of them 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 each of them 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 any of them 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 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;
- (ix) **AND ALSO THAT** notwithstanding anything elsewhere to the contrary contained in this deed or in the records of rights or anywhere else, it is hereby declared recorded and confirmed by the Vendors that the Vendors are hereby conveying unto the Purchaser all and whatever the rights title and interest that the Vendors' have in the said Dag (mentioned in the Schedule hereunder written) to the end and intent that with effect from this day the Vendors shall stand fully divested of all the Vendors' rights title and interest in the said Dag and the Purchaser alone shall be the full and absolute owner thereof and in case any share right title or interest be found to be vested in the Vendors, then the same shall also be deemed to have been transferred and conveyed in favour of the Purchaser by these presents itself.




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