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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

DA 92, M216 D-1-45863/16

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar Behala, South 24 Parganas 400 s resident of the same and a street of \$0826

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distance.



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made at Kolkata on this the

BETWEEN

9/2/2016/00) 1997 Hartha frofin nufens Assoli Santosh Kr. Dey ALIPUR POLICE COURT Kolkato 27 Marish Shale Finish 86-specative Squaing Society us Variot Steel this best and a street above of a street of the street of or Prantik Co-opelative Measing Sectory Lie DISTRIATES , dated Soneray Muchagee, two Thousand and Sixteen (2016) Lamoma Browns. BARWEEN A.D.S.R. Behala 1 0 FEB 2016 Biswapit Grupta Dist. South 24 Pgs. S/o thalfur Pualad 5. Nalapublu Kara RS = P.O. Belala Riol - 701236 Somerica

SMT. KAMANA BISWAS (PAN ADPPB3818B), Wife of Sri Tarani Kanta Biswas, by Nationality – Indian, by religion – Hindu, by Occupation – Service, residing at 21/2, Vinoba Bhave Road, P.O. Sahapur, Police Station New Alipore, Kolkata – 700038, hereinafter called and referred to as the "OWNER/VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors, administrators, legal representatives and assigns) of the ONE PART:

AND

PRANTIK CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the West Bengal Co-operative Societies Act, 1973. having its registration No. 10/79 of 1979 and its registered office at 157, Vinoba Bhave Road, P.O. New Alipore, Police Station New Alipore, Kolkata - 700038, represented by its Chairman MR. SOMERAJ MUKHERJEE (PAN AKRPM8213C), Son of Sri Chunilal Mukherjee, by Nationality - Indian, by religion - Hindu, by Occupation - Business, residing at 24E/1, M. N. Sen Lane, P.O. Regent Park, Police Station Regent Park, Kolkata - 700040 and its Secretary MR. MANISH SHAH (PAN AJVPS1950P), Son of Late Jayendra Kumar Shah, by Nationality - Indian, by religion - Hindu, by Occupation - Business, residing at 4A, Santosh Roy Road, P.O. Barisha, Police Station Thakurpukur, Kolkata - 700008, hereinafter called and referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors, successors-in-office/interest and assigns) of the OTHER PART:



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Regd. No.10/79 of 1979

* forata-100036*

WHEREAS One Subimal Sengupta, Suniti Bikash Sengupta and Sukumar Sengupta of 66, Sil Thakurpur Bari Road, Kolkata jointly purchased ALL THAT piece and parcel of land measuring 1 Cottah 11 Chittaks 43 Sq. ft. be the same or a little more or less together with structure standing thereon along with other properties lying and situated in C. S. and R. S. Dag No. 149 under C. S. and R. S. Khatian No. 442 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana – Magura, District Sub– Registry Office at Alipore and Police Station the then Behala presently New Alipore and within the then South Suburban Municipality in the District of the then 24 Parganas now South 24 Parganas by virtue of Deed of Sale written in Bengali dated 01/06/1961 duly registered in the Office of the Sub-Registrar, Alipore Sadar and recorded in Book No. I, Volume No. 74, Pages from 133 to 141, Being No. 3677 for the year 1961 from One Sk. Gopal Mehboob with a valuable consideration mentioned therein.

AND WHEREAS after purchase the said property, the said Subimal Sengupta, Suniti Bikash Sengupta and Sukumar Sengupta were seized and possessed the same as joint owners thereof.

AND WHEREAS due to difficulties in joint enjoyment of the said property the said Subimal Sengupta, Suniti Bikash Sengupta and Sukumar Sengupta filed a Partition Suit before the Ld. 7th Sub-Judge at Alipore, the then 24 Parganas now South 24 Parganas vide Partition Suit No. 63 of 1972 and the said Partition Suit finally decreed on 11/12/1976 by the said Ld. 7th Sub-Judge at Alipore, the then 24 Parganas now South 24 Parganas.

AND WHEREAS by virtue of the aforesaid Deed of Partition the said Subimal Sengupta as Defendant No. 2 got a separate allotment of

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ALL THAT piece and parcel of land measuring 1 Cottah 11 Chittaks 43 Sq. ft. be the same or a little more or less together with structure standing thereon along with right to enjoy the adjacent passage and the said property is shown as Yellow Border lines and marked as Plot "2" in the Map or Plan annexed with the said Partition Suit.

AND WHEREAS after getting the said property the said Subimal Sengupta seized and possessed the same as absolute owner thereof and during enjoyment of the said property the said Subimal Sengupta sold, transferred and conveyed the said property to one Ramani Mohan Ghosh by a Deed of Sale written in Bengali dated 03/05/1975 duly registered on 19/09/1978 in the Office of the Sub-Registrar, Behala and recorded in Book No. I, Volume No. 21, Pages from 71 to 76, Being No. 1235 for the year 1978 with a valuable consideration mentioned therein.

AND WHEREAS after purchase the said property the said Ramani Mohan Ghosh seized and possessed the same as absolute owner thereof and during enjoyment of the said property the said Ramani Mohan Ghosh sold, transferred and conveyed the said property to one Rabindra Nath Chowdhury, Son of Late Lalit Mohan Chowdhury by a Deed of Sale written in Bengali dated 27/04/1979 duly registered in the Office of the Sub-Registrar, Behala and recorded in Book No. I, Volume No. 21, Pages from 146 to 151, Being No. 822 for the year 1979 with a valuable consideration mentioned therein.

AND WHEREAS after purchase the said property the said Rabindra Nath Chowdhury seized and possessed the same as absolute owner thereof and during enjoyment of the said property the said Rabindra Nath Chowdury sold, transferred and conveyed the said property to



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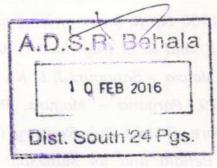
Regd. No.-10/79 of 1979

Smt. Kamana Biswas, wife of Tarani Kanta Biswas, the Owner/Vendor herein by a Deed of Sale written in Bengali dated 31/05/1982 duly registered in the Office of the District Sub-Registrar, Alipore, the then 24 Parganas and recorded in Book No. I, Volume No. 178, Pages from 15 to 93, Being No. 7031 for the year 1982 with a valuable consideration mentioned therein.

AND WHEREAS after purchase the said property the said Smt. Kamana Biswas seized and possessed the same as absolute owner thereof and mutated her name in the Assessment Record of the then Calcutta Municipal Corporation now renamed as The Kolkata Municipal Corporation in respect of the said property and the said property is assessed and numbered as Municipal Premises No. 21/2, Vinoba Bhave Road, within Ward No. 119 of The Kolkata Municipal Corporation and its Postal No. 66, Sil Thakur Bari Road, Police Station Behala presently New Alipore, Kolkata – 700038 in the District of South 24 Parganas and is enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS during peaceful enjoyment of the said property the said Smt. Kamana Biswas, the Owner/Vendor herein due to some legitimate reasons decided to sell ALL THAT piece and parcel of land measuring 1 Cottah 11 Chittaks 43 Sq. ft. be the same or a little more or less together with One Storied residential Pucca Building having an area of 1200 Sq. ft. (more or less) standing thereon lying and situated in C. S. and R. S. Dag No. 149 under C. S. and R. S. Khatian No. 442 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, Police Station Behala presently New Alipore, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 21/2,





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Vinoba Bhave Road, within Ward No. 119 of The Kolkata Municipal Corporation and its Postal No. 66, Sil Thakur Bari Road, Police Station Behala presently New Alipore, Kolkata – 700038 in the District of South 24 Parganas along with adjacent passage measuring 10 Chittaks 15 Sq. ft. be the same or a little more or less morefully mentioned in the Schedule hereunder written to the Purchaser "as is where is" basis and the Purchaser herein has agreed to purchase the said property from the Owner/Vendor herein at or for the total consideration of Rs.73,51,000/- (Rupees Seventy Three Lac Fifty One Thousand) only and the Purchaser shall paid the said consideration in the following manner:

- i) The Purchaser shall pay Rs.51,000/- (Rupees Fifty One Thousand) only by Cash or Cheque to the Owner/Vendor.
- ii) The Purchaser shall pay the remaining amount of consideration by delivering of ALL THAT Two Nos. of self contained residential Flats each measuring 1100 Sq. ft. (more or less) Super Built up area on the Second Floor of the said Building and ALL THAT Two Nos. of Car Parking Spaces each having an area of 120 Sq. ft. (more or less) on the Ground Floor of the said Building to be constructed on the said plot of land after amalgamation the said plot with another adjacent plots of land to the Owner/Vendor herein.
- iii) After execution of the Deed of Conveyance in respect of the said plot of land of the Owner/Vendor herein, the Purchaser herein construct Building on the said plot of land or the adjacent plots of land amalgamated with the said plot of



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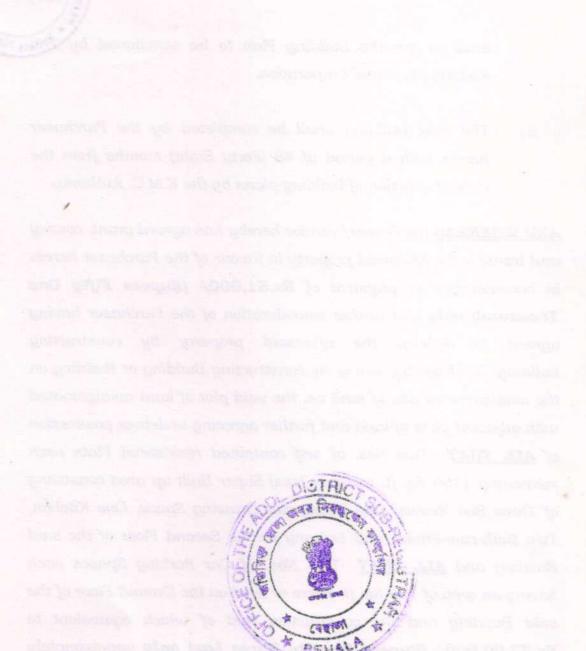
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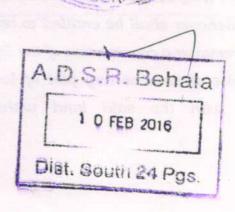


land as per the Building Plan to be sanctioned by Kolkata Municipal Corporation.

iv) The said Building shall be completed by the Purchaser herein with a period of 48 (Forty Eight) months from the date of sanction of building plans by the K.M.C. Authority.

AND WHEREAS the Owner/Vendor hereby has agreed grant, convey and transfer the aforesaid property in favour of the Purchaser herein in consideration of payment of Rs.51,000/- (Rupees Fifty One Thousand) only and further consideration of the Purchaser having agreed to develop the aforesaid property by constructing building/buildings thereon or by constructing Building or Building on the amalgamated plot of land i.e. the said plot of land amalgamated with adjacent plots of land and further agreeing to deliver possession of ALL THAT Two Nos. of self contained residential Flats each measuring 1100 Sq. ft. (more or less) Super Built up area consisting of Three Bed Rooms, One Dining-cum-Drawing Space, One Kitchen, Two Bath-cum-Privies and Balcony on the Second Floor of the said Building and ALL THAT Two Nos. of Car Parking Spaces each having an area of 120 Sq. ft. (more or less) on the Ground Floor of the said Building and the construction cost of which equivalent to Rs. 73,00,000/- (Rupees Seventy Three Lac) only approximately and further Purchaser shall be entitled to retain enjoy, possesses or deal with the remaining construction of the Building to be constructed on the said plot of land or any plot of land i.e. the plot of land amalgamated with the said land without any restriction or reservation.

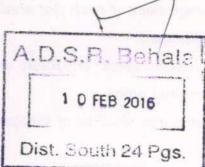




AND WHEREAS it is further settled between the Owner/Vendor and the Purchaser that the Purchaser herein shall bear all the expenses of Stamp duty, registration fees and other incidental cost for the above flats and car parking spaces i.e. ALL THAT Two Nos. of self contained residential Flats each measuring 1100 Sq. ft. (more or less) Super Built up area consisting of Three Bed Rooms, One Dining-cum-Drawing Space, One Kitchen, Two Bath-cum-Privies and Balcony on the Second Floor of the said Building and ALL THAT Two Nos. of Car Parking Spaces each having an area of 120 Sq. ft. (more or less) on the Ground Floor of the said Building at the time of registration of the Deed of Conveyance and it also further settled that One Flat with one Car Parking Space shall be registered in favour of the Owner/Vendor herein and other Flat and Car Parking Space shall be registered in favour of Sri Tarani Kanta Biswas, husband of the Owner/Vendor herein. It is further settled between Owner/Vendor and the Purchaser herein that the specification of the said Flat shall be as follows:

- 1. The floor shall be of Marble finished.
- Glazed tiles of ISI Brand shall be provided upto 5 ft. height in the bath rooms.
- Granite shall be provided at Kitchen Table top and Stainless Steel Sink.
- 4. Main Entrance door of each flat shall be of wooden frame with flush door finished.
- 5. All inside doors shall be flush door with ply finish with synthetic enamel paint.
- 6. All Electrical wires shall be of ISI Specification.



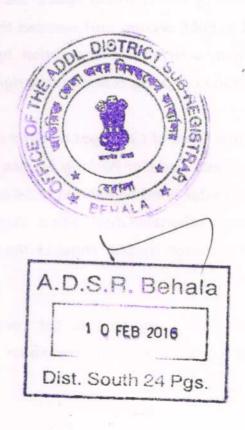


Regd. No.

- 7. All rooms shall be provided with 2 Nos. of Light points, one fan point and one A.C.. Point, one Plug point 5 Amp, Telephone Point, T. V. Point, Fridge Point at Kitchen, Micro Oven Point, Induction Oven Point, Grinder Point, Bathroom Gizer Point etc/
- Inside wall and ceiling finish shall be of cement putty.
- 9. All windows along with M. S. Grills shall be finished with synthetic paints and with Aluminium glass panels.
- 10. Provision for Hot & Cold water in the bathroom.
- 11. Collapsible gate in the main door of each Flat.
- Arrangement for supply of water and power shall be proper and prefect.

AND WHEREAS it is further settle between the Owner/Vendor and the Purchaser:

- a) After having been delivered the possession of 2 Nos. of Flats and 2 Nos. of Car Parking Space, the Owner/Vendor shall be entitled to hold, occupy and possess the said unit without any obstruction, interference or eviction by the Developer or any other persons or party claiming any right.
- b) Under this Deed of Conveyance, after delivery of possession of the said Flats and Car Parking Spaces by the Purchase herein, Owner/Vendor shall be entitled to let out, sell, transfer, convey mortgage or otherwise deal with or dispose of the said property and/or to assign and/or transfer the right, title, interest and benefits.
- c) Notwithstanding anything to the contrary contained in this Deed of Conveyance, the Purchaser herein shall have the



liability or be held responsible to provide with proper and better free accommodation to the Owner/Vendor till the period of completion of construction work, the Owner/Vendor is permitted to live and stay in the existing old House until alternative better free accommodation is arranged by the Purchaser. No pressure can be created to vacate the house in any way.

- d) The Hon'ble High Court at Calcutta shall exclusively have the jurisdiction to entertain, try and determine all actions and proceedings between the parties arising out of this Conveyance.
- e) All the terms and conditions have duly been recorded in the conveyance made between the parties and no oral representation or statement shall be considered, valid or binding on either of the parties nor shall any provision of this Agreement be waived.

AND WHEREAS it is further settle between the Owner/Vendor and the Purchaser herein that the Purchaser herein shall be entitled to assign its right under this deed to its nominee or nominees which the Owner/Vendor doth accept strictly on the terms, specified hereinabove and subject to the fulfillment thereof by the nominee or nominees at or from the stage of such nomination is made.

AND WHEREAS on the basis of the above mentioned terms and conditions, the Owner/Vendor has agreed to sale and the Purchaser has agreed to purchase ALL THAT piece and parcel of land measuring 2 Cottahs 6 Chittaks 13 Sq. ft. be the same or a little more



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Hate 7000 has agreed to purchase ALL THAT piece and parcel of land measuring 2 Cottahs 6 Chittaks 13 Sq. ft. be the same or a little more or less together with One Storied pucca residential Building having an area of 1200 Sq. ft. (more or less) standing thereon comprising **ALL THAT** piece and parcel of land measuring 1 Cottah 11 Chittaks 43 Sq. ft. be the same or a little more or less and adjacent passage measuring 10 Chittaks 15 Sq. ft. be the same or a little more or less lying and situated in C. S. and R. S. Dag No. 149 under C. S. and R. S. Khatian No. 442 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, Police Station Behala presently New Alipore, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 21/2, Vinoba Bhave Road, within Ward No. 119 of The Kolkata Municipal Corporation and its Postal No. 66, Sil Thakur Bari Road, Police Station Behala presently New Alipore, Kolkata - 700038 in the District of South 24 Parganas morefully and particularly described in the Schedule hereunder written on "as is where is" basis free from all encumbrances, liens, lispendens, charges whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of verbal Agreement and in consideration of the said sum of Rs.51,000/-(Rupees Fifty One Thousand) only paid by the Purchaser to the Owner/Vendor herein by Cash/Cheque morefully stated in the Memo of Consideration hereunder written at or immediately before the execution of these presents the receipt whereof the Owner/Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and forever discharge the said Purchaser, its, executors, successors, successors-in-office/interest and assigns and everyone of them and also the said property, the Owner/Vendor as beneficial Owner DOTH by these presents



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Purchaser, its, executors, successors, successors-in-office/interes 10003 and assigns free from all encumbrances, attachment and defects in title of ALL THAT piece and parcel of land measuring 2 Cottahs 6 Chittaks 13 Sq. ft. be the same or a little more or less together with One Storied pucca residential Building having an area of 1200 Sq. ft. (more or less) standing thereon comprising ALL THAT piece and parcel of land measuring 1 Cottah 11 Chittaks 43 Sq. ft. be the same or a little more or less and adjacent passage measuring 10 Chittaks 15 Sq. ft. be the same or a little more or less lying and situated in C. S. and R. S. Dag No. 149 under C. S. and R. S. Khatian No. 442 in Mouza - Sahapur, J. L. No. 8, Touzi Nos. 93 and 101, R. S. No. 179, Pargana - Magura, Police Station Behala presently New Alipore, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 21/2, Vinoba Bhave Road, within Ward No. 119 of The Kolkata Municipal Corporation and its Postal No. 66, Sil Thakur Bari Road, Police Station Behala presently New Alipore, Kolkata - 700038 and its Assessee No. 41-119-11-0164-2 in the District of South 24 Parganas morefully, particularly and specifically described in Schedule hereunder written and specifically delineated in Map/Plan annexed hereto and depicted by RED BORDER LINES and/or HOWSOEVER OTHERWISE the said property hereditaments, now is so are of heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH the land and ground whereupon or on part whereof the same is erected and built together further with all paths, passages, ways, sewers, drains, ditches, hedges, bushes, water, water courses and other former and ancient lights, liberties, benefits, privileges, advantages, easements, appurtenances whatsoever appendages and property or any part thereof belonging to or in anywise appertaining



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thereto or with the same or any part thereof usually held, used, enjoyed and occupied or reputed to belong or be appurtenant AND the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, interest, inheritance, use, trust, property, claim, demand and whatsoever both art law and in equity of the Owner/Vendor into and upon the said property, land, premises, messuages and every part thereof AND all the deeds, pattas, muniments, writings, evidence of title whatsoever relating to or concerning the said land, structure, premises, hereditaments and every part or portion thereof which now are of or hereafter may be in the custody, power, control, or possession of the Owner/Vendor, her heirs, executors, administrators, representatives and assigns or any person or persons from whom the said Owner/Vendor may procure the same without any lawful action or suit TO ENTER INTO AND HAVE HOLD, OWN, POSSESS AND ENJOY the said land, property, premises, hereditaments and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with its rights, members and appurtenance unto and to the use of the Purchaser, its, executors, successors, successors-in-office/interest and assigns forever freed and discharged from or otherwise by the Owner/Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Owner/Vendor from these presents AND the Owner/Vendor **DOTH** hereby for herself, her heirs, executors, administrators, covenant with the Purchaser its, executors, representatives successors-in-office/interest and successors, NOTWITHSTANDING any act, deeds, things, matter whatsoever done, made, executed or knowingly suffered to the contrary the Owner/Vendor had at all material times heretofore and now has



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good right, full power, absolute authority and indefeasible title to 7000 grant, transfer, convey, sell, assign and assure the said land, premises, property, hereditaments hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the said Purchaser, its, executors, successors, successors-inoffice/interest and assigns in the manner aforesaid land, premises, property, hereditaments hereby sold or expressed or intended so to be unto and to the use of the said Purchaser in the manner aforesaid land, premises, hereditaments, property delivered possession of said property simultaneously with the execution of these presents AND the Purchaser, its, executors, successors, successors-in-office/interest and assigns shall may at all times hereafter peaceably and quietly hold, possess and enjoy the said land, premises, hereditaments, property or every part thereof and pay the rents to the appropriate authority and receive the rents, issues and profits thereof without any lawful eviction, interruption, claims and demands whatsoever from or by the Owner/Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for the Owner/Vendor or from or under any of her ancestors or predecessors in title AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, and released or otherwise by and at the cost and expenses of the Owner/Vendor well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Owner/Vendor or any of her predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Owner/Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the Owner/Vendor or from or under any of



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her predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, its, executors, successors, successors-in-office/interest and assigns do and execute, or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, its, executors, successors, successors-inoffice/interest and assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the Owner/Vendor and her heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchaser, its, executors, successors, successors-inoffice/interest and assigns against loss, damages, cost, charges and expenses if any suffered by reason of any defect in the title of the Owner/Vendor or any beach of the covenants herein under contained.

FURTHER the Owner/Vendor and all person/persons having lawfully or equitably claiming any estate or interest upon the said land premises, hereditaments, property or any part thereof from under or in trust for the Owner/Vendor shall and will from time to time or at all times hereafter at the cost and requests of the Purchaser do and execute or cause to be done and executed all such acts, deeds, things and matter whatsoever for further better and more perfectly assuring and conveying the said land, premises, hereditaments, property to and unto the said Purchaser shall or may be reasonably required.



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The Owner/Vendor also declare that the property hereby sold has not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien, lispendences or any attachments. The said property has not been acquired nor requisitioned by the Govt. or any Public Body nor any scheme nor the same falls under any alignment. There is no case, suit or proceedings pending before any court of law against the said property. The Owner/Vendor sold the said land and structure while having good marketable title therein and free from all encumbrances.

The Purchaser after making proper and sufficient enquiry search the records, title etc. at concerned K.M.C., District Sub-Registry Office, Land Revenue Office, Land Acquisition Office and/or any other office of Govt. and local authority is fully satisfied about the right, title and interest of the Owner/Vendor in the subject property.

If any error or omission of any sort is transpired in this Deed in future, the Owner/Vendor shall at all times hereafter at the cost and requests of the Purchaser do and execute or cause to be done and executed any supplementary Deed or Rectification Deed and / or Declaration in favour of the Purchaser herein.

THE SCHEDULE ABOVE REFERRED TO: (Description of the Property hereby conveyed)

ALL THAT piece and parcel of Bastu land measuring 2 Cottahs 6 Chittaks 13 Sq. ft. be the same or a little more or less together with One Storied pucca residential Building having an area of 1200 Sq. ft. (more or less) standing thereon comprising ALL THAT piece and parcel of land measuring 1 Cottah 11 Chittaks 43 Sq. ft. be the same or a little more or less and adjacent passage measuring 10 Chittaks



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