

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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THIS DEED OF CONVEYANCE made on this 29th day of February, 2012 at Kolkata

**BETWEEN** 

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Radhe Shypm Mondal





Radhe Shyam Mondal



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(1) SMT. LAKSHMI BALA MONDAL wife of late Dulal Chandra Mondal, (2) SRI RADHESHYAM MONDAL son of late Dulal Chandra Mondal, (3) SRI TANUSHYAM MONDAL son of late Dulal Chandra Mondal, (4) SMT. SHYAMALI ROY daughter of Dulal Chandra Mondal, wife of Sri Basudeb Roy, (5) SMT. BIJOLI NASKAR daughter of Dulal Chandra Mondal, wife of Sri Amrit Naskar, (6) SMT. ANJALI NASKAR daughter of Dulal Chandra Mondal, wife of Sri Prafulla Naskar, (7) SMT. KALPANA MONDAL, wife of late Ghanashyam Mondal, (8) SMT. ANUSREE PAL (MONDAL) wife of Sri Debashis Pal, resident of Sirakole, P.S. Usti, Dist. 24 Pgs(S), (9) SMT. JOYASREE NASKAR (MONDAL) wife of Sri Ananda Naskar, resident of Falta, P.S. Falta, 24 Pgs(S) and (10) SRI PRITOM MONDAL son of late Ghanashyam Mondal all by faith Hindu, all (1 to 7 & 10) residing at vill. Bhasa, P.O. & P.S. Bishnupur, Dist. 24 Parganas (South) hereinafter called and referred to as the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators, representatives, successors, nominees and assigns) of the FIRST PART.

#### AND

BHATTER INFRASTRUCTURE PVT. LTD., a Private Ltd. Company incorporated under the Companies Act 1956, having its registered office at 14/1, Paul Mansion, 6, 1st floor, Bishop Lefroy Road, P.S. Bhawanipore, Kolkata – 700 020 represented by its Director Mrs. Megna Bhatter wife of Mr. Anubav Bhatter hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-inoffice, executors, administrators, representatives and assigns) of the SECOND PART.

WHEREAS by a Deed of Bengali Kobala dated 25<sup>th</sup> February, 1978 registered in the Sub Registrar Office at Bishnupur and recorded in Book No. I, Volume No.26, Pages 89 to 93, Being No. 1217 for the year 1978 one Deddar Ali Safui and Saifan Bibi, mentioned therein as vendors, had sold and transferred all that the piece or parcel of land measuring about 4.17 decimal pertaining to Dag No. 218 and 20.65 decimal pertaining to Dag No. 219 under Khatian No.524, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) in favour of one Dulal Chandra Mondal and by virtue thereof the said Dulal Chandra Mondal became the absolute owner in respect thereof.

AND WHEREAS by another Deed of Bengali Kobala dated 29th March, 1975 registered in the Sub Registrar Office at Bishnupur and recorded in Book No. I, Being No. 4369 for the year 1975 the said Deddar Ali Safui and Saifan Bibi,



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29/2/12

mentioned therein as vendors, had sold and transferred another piece or parcel of land measuring about 20.83 decimal pertaining to Dag No. 218 and 4.17 decimal pertaining to Dag No. 219 under Khatian No.524, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) in favour of the said Dulal Chandra Mondal and by virtue thereof the said Dulal Chandra Mondal became the absolute owner in respect thereof.

AND WHEREAS while seized and possessed of the schedule land the said Dulal Chandra Mondal died intestate on 08.08.2001 surviving behind him his widow Smt. Lakshmi Bala Mondal, three sons namely Ghanashyam Mondal, Radheshyam Mondal & Tanushyam Mondal and three married daughters namely Shyamali Roy, Bijoli Naskar & smt. Anjali Naskar as his heirs and successors within the meaning of Hindu Succession Act, 1956 and upon his death they became the joint owners in respect of the said land by way of inheritance.

AND WHEREAS one of the said sons, Ghanashyam Mondal died intestate on 10.09.2003 surviving behind him his widow Kalpana Mondal, two daughters Joyasree Naskar, Anusree Pal and only son Pritom Mondal as his heirs and successors who jointly inherited the undivided share of the said Ghanashyam Mondal in the said land.

AND THUS WHEREAS the said Lakshmi Bala Mondal, Radheshyam Mondal, Tanushyam Mondal, Shyamali Roy, Bijoli Naskar, Anjali Naskar, Kalpana Mondal, Joyasree Naskar, Anusree Pal and Pritom Mondal thus became the absolute joint owners and seized and possessed of or otherwise well and sufficiently entitled to the said entire land measuring about 25 decimal pertaining to Dag No. 218 and 24.82 decimal pertaining to Dag No. 219 under Khatian No.524, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) morefully and particulary described in the schedule written hereunder and hereinafter referred to as 'the said property' without any interference or interruptions in any manner or nature whatsoever free from all encumbrances.

AND WHEREAS the said agricultural (Sali) land is free from all encumbrances, charges, liens, lispendences, mortgage and / or any other nature whatsoever and have no acquisition or requisition or any other legal proceedings both civil and criminal under the jurisdiction of the Learned Court or elsewhere and no person or persons other than the vendors have any right of ownership, occupancy, easement or otherwise on the said land or any part thereof.





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AND WHEREAS the vendors herein came in contact with the purchaser Company herein and expressed their desire to sell out a portion of the said agricultural (Sali) land measuring about measuring about 10 satak (decimal) out of the 24.82 Decimal pertaining to Dag No. 219 under Khatian No.524, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) morefully and particularly described in the SCHEDULE written hereunder and hereinafter referred to as 'The said property' and subsequently the purchaser Company has also agreed and expressed its readiness to purchase the said property at a valuable consideration.

AND WHEREAS the purchaser Company has agreed to purchase and the vendors have agreed to sell the said property as described in the schedule written hereunder at the agreed consideration of Rs.3,63,636/- (Rupees three lacs sixty three thousand six hundred thirty six) only as specifically mentioned in the Memo of Consideration written hereunder.

#### NOW THIS INDENTURE WITNESSETH as under:

That in pursuance of the said agreement and in consideration of the said sum of Rs.3,63,636/- (Rupees three lacs sixty three thousand six hundred thirty six) only to be true and lawful money of the Union of India in hand to the Vendors herein paid by the Purchaser Company at or before the execution of these presents, the receipt whereof the Vendors do hereby by the receipt hereunder written admitted, acknowledged of the same and hereby acquit, release and forever discharge the Purchaser Company as well as ALL THAT piece and parcel of agricultural land measuring about 10 satak (decimal) out of the 24.82 Decimal pertaining to Dag No. 219 under Khatian No.524, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) more fully and particularly described in the schedule written hereunder and hereafter called and referred to as the "said Property" the Vendors do hereby grant, transfer, convey, sell, assign and assure to and unto and in favour of the Purchaser Company free from all encumbrances all that the schedule land drains, water, water courses, water supply, sewer line and other pipe lines etc. and other rights, liberties easements, quasi-easements, appendages, appurtenances and estate right, title, interest, property claim whatsoever of Vendor's in the said property free from all encumbrances to hold the same absolutely and forever, comprising under Mouza – Bhasa, Police Station Bishnupur, now recorded in Dag No. 219 under Khatian No.524 in the District of 24 Parganas (South) more fully and particularly mentioned and described in the schedule written hereunder and hereinafter referred to as the said property or HOWSOEVER OTHERWISE the said

property now is or are at any time heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished together with all and singular erections, fixtures and fittings, sewers, drains, paths, passages, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging to or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or taken or known as part and parcel of number thereof or appurtenant thereto with their and every of their appurtenances and the reversion and reversions, remainder and remainders and the rents, issues, profits of and from the said property in entirety hereby granted, sold, transferred, conveyed, assigned and assured or intended so to be and every part thereof AND all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendors or in and upon the said property to be used by the Purchaser Company for any law full purposes only hereby granted, sold, transferred, conveyed, assigned or and/or intended so to be and also to the production and/or inspection for all lawful purposes upon payment of all costs and expenses thereof upon reasonable notice of all deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the said property or any part thereof concerning the said property at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors TO HAVE AND TO HOLD the said property hereby granted, sold, transferred, conveyed, assigned and assured, or expressed or intended so to be unto and to the use of the purchaser Company absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever and the Vendors do hereby covenant with the purchaser Company that netwithstanding any act, deed, matter, assurance or thing whatsoever by the Vendors made, done, executed, occasioned or suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner or hindrance, lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any person(s) lawfully or equitably claiming or to claim from under or in trust for the owners the right and privileges and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Vendors well and sufficiently saved and kept

harmless and indemnified of from and against all and manner of former or other estates encumbrances, claims, demands, charges, liens, lispendensis, debts and attachments, whatsoever and made done executed occasioned or suffered by the Vendors or any person or to claim from under or in trust for the Vendors and that free and clear and freely and clearly and absolutely acquitted, executed, discharged, or otherwise by the Vendors well and sufficiently saved and kept harmless and indemnified or otherwise estates, right, title, lease, mortgage, charges, trusts, wakf, debuttar, attachments, executions, lispendensis, claim, demand and encumbrances, whatsoever made done occasioned or suffered by the Vendors or any person or persons lawfully or equitably claiming or to claim by from through under or trust for the Vendors further that the Vendors and all persons having or lawfully claiming any estate, right, title, interest whatsoever in the said property hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser Company do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property hereby granted, sold, transferred, conveyed, assigned, assured and confirmed and every part thereof unto and to the use of the Purchaser Company in the manner aforesaid shall or may be reasonably required AND that the Purchaser Company hereby covenants that the purchaser company will and shall maintain the said property and shall keep the same in good condition so that it may not cause and danger and/or prejudicially affect the other adjoining landowners or the persons claiming or to claim from through the Vendors or in trust for the Vendors into and upon the adjoining area of land belonging to the Vendors other than the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the Use of the Purchaser Company for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever as aforesaid the Vendors have now in itself good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said property hereby granted, sold, conveyed, transferred, assigned and as ared or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and that the purchaser Company shall and may from time to time and at all times hereafter peaceably and quietly hold, possess and enjoy the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and to receive the

rents, issuance and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or of the said property and that the purchaser company upon mutation in respect thereof will pay the rates and taxes relating to the said property.

#### THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- a) There are no suits and/or proceedings and/or litigations pending in respect of the land or any part thereof;
- b) The right, title and interest of the vendors in the land is free from all encumbrances and/or alienation whatsoever and the Vendors have a good and marketable title thereto;
- c) The land or any part thereof is at present not affected by any requisition or any acquisition of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the potice of the Vendors;
- d) Neither the land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other Public Demand;
- e) There is no statutory, judicial and/or quasi-judicial and/or departmental order and/or restrictions which may prevent the Vendors from selling and/or transferring the land in entirety to the Purchaser and/or the nominee/s of the Purchaser free from all encumbrances whatsoever;
- f) There are no charges or encumbrances relating to or on the land or any part thereof:
- g) The vendors are fully and sufficiently entitled and competant to sell the land to the Purchaser;
- Upon completion of purchase the Purchaser and/or its Transferee/s as the case may be shall acquire a clear and marketable title to the land and each and every part thereof;
- i) The representations and guarantee of the sellers mentioned hereinabove (hereafter collectively called `the Said Representations') are true and correct:
- j) AND THAT the Sellers have not at any time done or executed any deed, document or writing whereby the Subject Property and the Rights and Properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title;
- k) AND THAT the Subject land and the rights and properties appurtenant thereto is free from all charges, mortgages, liens, attachments, leases,

**IN WITNESS WHEREOF** the vendors hereunto set, sealed and subscribed his hands and seals in this Deed of Conveyance on this day, month and year above first written.

### SIGNED, SEALED AND DELIVERED

at Kolkata in the presence of:

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## WITNESSES:

- 1. Bamelev Ray Sto Bishupe Do Ray NEV-Bhaza 14 no. P.O HRS - Bishuper Senth 24 Rgs 60
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2. Radhe Shyam Mondel

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7. किल्ल्यासर्वेल

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6 उरांत्री पत्रेव

10. स्रीजम म्युन

VENDORS

Drafted by me Rajit Adhikary Advcoate

#### MEMO OF CONSIDERATION

RECEIVED from the withinnamed purchaser by the withinnamed vendors the within mentioned sum of Rs.3,63,636/- (Rupees three lacs sixty three thousand six hundred thirty six) only being the full consideration money paid on account of sale under these presents in the manner following:

By Managers Cheque No. 077046 dt. 27.02.2012

Issued from HDFC Bank Stephen House , Kolkata-700001

: Rs.2,72,000.00

By Managers Cheque No. 077051 dt. 27.02.2012

Issued from HDFC Bank Stephen House , Kolkata-700001

: Rs.91,000.00

By cash

: Rs.636.00

TOTAL: Rs.3,63,636.00

(Rupees three lacs sixty three thousand six hundred thirty six) only

## WITNESSES:

WITNESSES:

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2. Joy des numbergie

## Signature of Vendors:

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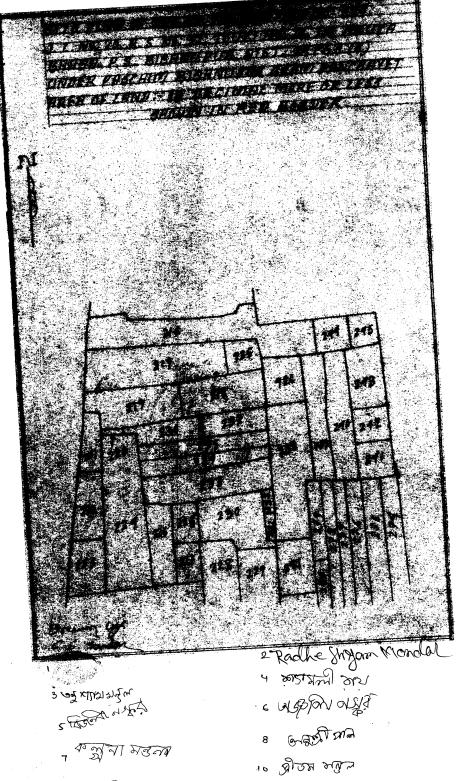
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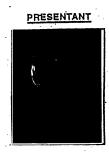
7. वन्त्रगञ्जल

6 खांग्री वर्तां

10. श्रीउहा म्युन



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### Government Of West Bengal Office Of the A. D. S. R. BISHNUPUR District:-South 24-Parganas

# Endorsement For Deed Number : I - 01420 of 2012 (Serial No. 01212 of 2012)

On

#### Payment of Fees:

On 29/02/2012

### Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 20.30 hrs on :29/02/2012, at the Private residence by Sri Radheshyam Mondal, one of the Executants.

#### Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 29/02/2012 by

- Smt. Lakshmi Bala Mondal, wife of Lt. Chandra Mondal , Village:Bhasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Bishnupur , By Caste Hindu, By Profession : House wife
- 2. Sri Radheshyam Mondal, son of Lt. Dulal Chandra Mondal, Village:Bhasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Bishnupur, By Caste Hindu, By Profession: Cultivation
- 3. Sri Tanushyam Mondal, son of Lt. Dulal Chandra Mondal, Village:Bhasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Bishnupur, By Caste Hindu, By Profession: Cultivation
- 4. Smt. Shyamali Roy, wife of Sri Basudeb Roy, Village:Bhasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Bishnupur, By Caste Hindu, By Profession: House wife
- Smt. Bijoli Naskar, wife of Sri Amrit Naskar, Village:Briasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Bishnupur, By Caste Hindu, By Profession: House wife
- 6. Smt. Anjali Naskar, wife of Sri Prafulla Naskar, Village Bhasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Bishnupur, By Caste Hindu, By Profession : House wife
- 7. Smt. Kalpana Mondal, wife of Lt. Ghanashyam Mondal , Village:Bhasa, Thana:-Bishnupur District:-South 24-Parganas, WEST BENGAL, India; P.O. :-Bishnupur, By Caste Hindu, By Profession : House wife
- 8. Smt. Anusree Pal( Mondal), wife of Sri Debashis Pal, Village:Sirakole, Thana:-Usthi, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Hindu, By Profession: House wife
- 9. Smt. Joyasree Naskar( Mondal), wife of Sri Ananda Naskar, Village:Falta, Thana:-Falta, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Hindu, By Profession: House wife
- 10. Sri Pritom Mondal, son of Lt. Ghanashyam Mondal, Village:Bhasa, Thana:-Bishhupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-Bishnupur, By Caste Hindu, By Profession: Cultivation

∬″ (Jawed Akhter) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

EndorsementPage 1 of 2

02/03/2012 15:15:00



## **Government Of West Bengal** Office Of the A. D. S. R. BISHNUPUR District:-South 24-Parganas

## Endorsement For Deed Number: I - 01420 of 2012

## (Serial No. 01212 of 2012)

Identified By Basudev Roy, son of Bishnupada Roy, Village:Bhasa 14 No, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Bishnupur , By Caste: Hindu, By Profession: Others.

> ( Jawed Akhter ) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

## On 02/03/2012

## Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23,5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

## Payment of Fees:

Amount By Cash

Rs. 16496/-, on 02/03/2012

( Under Article : A(1) = 16489/- ,E = 7/- or 02/03/2012 )

## Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1500000/-

Certified that the required stamp duty of this document is Rs.- 75010 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

## **Deficit stamp duty**

Deficit stamp duty Rs. 74010/- is paid41281201/03/2012State Bank of India, TOLLYGUNGE, received on 02/03/2012

> ( Jawed Akhter ) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

> > ( Jawed Akhter )

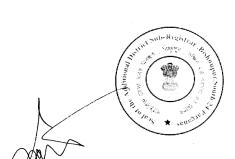
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

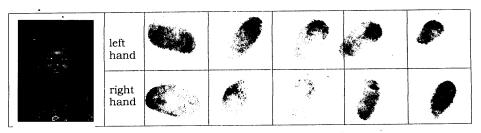
EndorsementPage 2 of 2

02/03/2012 15:15:00

## Certificate of Registration under section 60 and Rule 69.

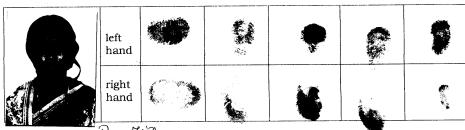
Registered in Book - I CD Volume number 5 Page from 1960 to 1979 being No 01420 for the year 2012.





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Name उरायी तप्र

Signature .....

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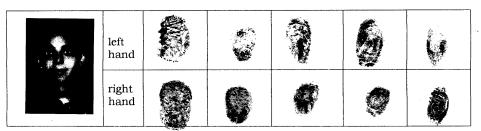
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Name AJSNOTA

Signature .....

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Director

acquisition, requisition, restrictions, litigations, lis pendens, covenants, uses, debuttar, trusts made or suffered by the Vendors and/or the Assignor or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Sellers;

- 1) AND THAT the Outgoings aforesaid including the rates, taxes, related interest and penalty, if any, in respect of the land upto the date of execution of these presents shall be borne and paid by the Vendors.
- $_{
  m III}$ ) The Sellers hereby confirm that the Sellers have not created any mortgage, liens or any other charge or encumbrance over the Subject Property;
- n) The Sellers do hereby accord their consent to the Purchaser for mutation, separation and/or apportionment, amalgamation, etc. of the Subject Property in the Panchayat records, Land Reforms office, and all the records of the government and/or semi-government and/or other statutory body and/or authority;
- o) The Sellers hereby confirms that the Subject land is not vested under any act or statute and further confirms that the Subject land or any part or portion thereof has not been declared as non-transferable land by any Government or any body or authority;
- AND that on or before execution of these presents, the Sellers have delivered physical possession of the land in question;

# SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

ALL THAT the piece and parcel of agricultural (Sali) land measuring about 10 satak (decimal) out of the 24.82 Decimal pertaining to R.S. Dag No. 219 under R.S. Khatian No.524, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) under the jurisdiction of District Sub Registrar – 1° at Alipore and Sub Registrar office at Bishnupur within the ambit of Paschim Bishnupur Gram Panchayat together with rights and liberties easements, appendages, appurtenances and estate right, title and interest, property claim whatsoever of the vendors and the same is butted and bounded as follows:

On the North

Land of Dag No. 236 & 220

On the South

Land of Dag No. 217

On the East

Land of Dag No. 218

On the West

Land of Dag No. 873 & 349 of U.Kajirhat Mouza