

2111

23.7.07

CASE Sarangi Company
ADDRESS Advocates
No. 1000/2

Fixed Band Shekher
Increased Stamp Value
All were Criminal Cases

6/40 D
28/7/07

7 B, K. S. Roy Rd.

Kor. 1



2111 = 1000/2

Okali Prasad Pandey
S/O of Ram Ganga Pandey at
85/1 Raja Dinanath St Kor. 6

Dishir Choudhury

S/O of H. Ram Choudhury

at Direga Ghat, D. S.

Titagarh

N. 24, P. 1000/2

Handwritten signature

P.T. 1

Mansh Saraf

V.C.T.

452

ABHISTHA TIE-UP PVT. LTD.

Mansh Saraf

Director/Authorised Signatory

453

Okali Prasad Pandey

V.C.T.

454

Dishir Choudhury

V.C.T.

455

Intimate by mukherjee.

S. Subanta Kundu.
S/O NIK RATAN Kundu
60-188, SALT LAKE City
Kolkata 700106 Sector-11

Handwritten signature

Subanta Kundu
S/O of S/O NIK RATAN Kundu
P.O. 188, Salt Lake City Sec-III
Kor. 106

Additional District
Sub-Registrar
26 JUL 2007

context shall be deemed to mean and include his heirs executors administrators and legal representatives) of the **FIRST PART AND SISHIR CHOWDHURY** son of Late Hiranmoy Chowdhury residing at Wireless Gate, P.O. Nona Chandanpukur, Police Station Titagarh, North 24-Parganas hereinafter referred to as "the **CONFIRMING PARTY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives executors and administrators) of the **SECOND PART AND (1) ABHISTHA TIEUP PRIVATE LIMITED, (2) BOBSON BARTER PRIVATE LIMITED, (3) BRISK COMMOTRADE PRIVATE LIMITED, (4) FACIT CONTRADE PRIVATE LIMITED, (5) FISCHER TRADERS PRIVATE LIMITED, (6) JEWEL STAR DEALERS PRIVATE LIMITED, (7) JEWEL STAR DISTRIBUTORS PRIVATE LIMITED, (8) MANALI COMMODITIES PRIVATE LIMITED, (9) MONTRADIC VYAPAAR PRIVATE LIMITED, (10) MEGASIN BARTER PRIVATE LIMITED, (11) NARANG TRACOM PRIVATE LIMITED, (12) NAV SIKHA MERCANTILE PRIVATE LIMITED, (13) SUNSTAR VYAPAAR PRIVATE LIMITED, (14) SUNSHINE TRACON PRIVATE LIMITED, (15) MANIDEEPA NIKET PRIVATE LIMITED, (16) MANI VILLA PROPERTIES PRIVATE LIMITED, (17) MANI MATRIX VILLA PRIVATE LIMITED, (18) MANI KUNJ PROPERTIES PRIVATE LIMITED, (19) MANI GOPAL VILLA PRIVATE LIMITED, (20) MANI HIRISE PRIVATE LIMITED, (21) SHREE MANI VANIJYA PRIVATE LIMITED, (22) GUARDIAN VANIJYA PRIVATE LIMITED, (23) SURYANSHI BARTER PRIVATE LIMITED, (24) SHORYA VYAPAR PRIVATE LIMITED, (25) ZIMCO MERCANTILE PRIVATE LIMITED, (26) SNEHDEEP VINCOM PRIVATE LIMITED, (27) MANI PARK ESTATES PRIVATE LIMITED, (28) MANI AKASH PRIVATE LIMITED, (29) MANIHAR BUILDERS PRIVATE LIMITED, (30) MANIKARN DEVELOPERS PRIVATE LIMITED, (31) MANIDEEPA ENCLAVE PRIVATE LIMITED, (32) MANI GOPAL NIKET PRIVATE LIMITED, (33) MANILA HIRISE PRIVATE LIMITED, (34) MANIAM ENCLAVE PRIVATE LIMITED, (35) MANI GOPAL ENCLAVE PRIVATE LIMITED, and (36) MANI UDAY PROPERTIES PRIVATE LIMITED**, all being Companies incorporated under the Companies Act, 1956 having their respective Registered Offices at No.2D Queens Park, Kolkata 700019, hereinafter referred to as "the **PURCHASERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **THIRD PART:**

WHEREAS:

- A. One Ram Jogya Pandey (since deceased), being the father of the Vendor, was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner, amongst other properties, to **ALL**

for BOBSON BARTER PVT. LTD.
Mauish Sauf
Director

BRISK COMMOTR'ADE PVT. LTD.
Mauish Sauf
Director

FACIT CONTRADE PVT. LTD.
Mauish Sauf
Director

FISCHER TRADERS PVT. LTD.
Mauish Sauf
Director/Authorised Signatory.

JEWEL STAR DEALERS PVT. LTD.
Mauish Sauf
Director/Authorised Signatory.

JEWEL STAR DISTRIBUTORS PVT. LTD.
Mauish Sauf
Director/Authorised Signatory

MANALI COMMODITIES PVT. LTD.
Mauish Sauf
Director/Authorised Signatory

MONTRADIC VYAPAR PVT. LTD.
Mauish Sauf
Director

MEGASIN BARTER PVT LTD.
Mauish Sauf
Director

NARANG TRACOM PVT. LTD.
Mauish Sauf
Director/Authorised Signatory



Additional District
Sub-Registrar Kolkata
South 24 Parganas
26 JUL 2007.

(B) Mauish Sauf as directors of
(A) Abhishta Tie-up P Ltd (B) Bobson
Barter P Ltd (C) Brisk Commotrade
P Ltd (D) Facit Contrade P Ltd
(E) Fischer Traders P Ltd (F) Jewel
Star Dealers P Ltd (G) Jewel Star
distributors P Ltd (H) Manali
Commodities P Ltd (I) Monitradic
vyapar P Ltd (J) Megasin Barter
P Ltd and (K) Narang Tracom P Ltd
~~Office at 2D Queens Park
Kolkata-19~~
~~(L) Prithvi Raj Mukherjee as
Director for (A)~~
(L) Manu Hrish P Ltd (M) Manuform
Enclave P Ltd (N) Mani Gopal
Enclave P Ltd and (O) Mani uday
properties P Ltd office at
2D Queens Park Kolkata-19
P.T.O.

THAT the pucca brick built messuages tenements hereditaments and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 03 (three) Bighas 09 (nine) Cottahs 08 (eight) Chittacks 42 (forty-two) Square Feet more or less situate lying at and being premises No.33 Canal Circular Road, Police Station Manicktolla, Kolkata, comprised in Holding Nos.100 and 100A, Grand Division No.II, Sub-Division-V, Dihi Panchannagram, Touzi No.2388, in Mouza Nayabad of the Collectorate of 24-Parganas, morefully and particularly mentioned and described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID PREMISES**"), absolutely and forever free from all encumbrances and liabilities whatsoever, **under and by virtue of** two Indentures of Conveyance, details whereof are mentioned hereinbelow:

- a) Indenture dated 2nd May 1962 made between Smt. Trilokeshwari Dey, Bibhuti Bhusan Dey, Abani Bhusan Dey, Ram Chandra Dey, Shyam Mohon Dey, Sib Chandra Dey, Sambhunath Dey, Smt. Annapurna Das, Smt. Gitarani Seal, Netai Chand Dey and Protap Chandra Dey as the Vendors and the said Ram Jogya Pandey (since deceased) as the Purchaser and registered with the Sub-Registrar, Sealdah in Book-I Volume No.31 Pages 81 to 89 Being No.1089 for the year 1962, relating to **37/40th** part or share in the said Premises;
 - b) Indenture dated 2nd May 1962 made between Biswanath Mukherjee as the Vendor and the said Ram Jogya Pandey (since deceased) as the Purchaser and registered with the Sub-Registrar, Sealdah in Book-I Volume No.19 Pages 291 to 296 Being No.1091 for the year 1962, relating to **3/40th** part or share in the said Premises;
- B. In the records of the Kolkata Municipal Corporation, the name of the Ram Jogya Pandey was recorded and still continues to be recorded as the owner of the said Premises.
- C. The said Ram Jogya Pandey, a Hindu, died intestate on 15th October 1989, leaving him surviving his sole widow namely, Surya Moni Pandey (alias Suraj Moni Pandey), five daughters namely, Gayatri Vivek Upadhyay, Saraswati Pandey, Sabitri Dewadi, Lakshmi Saha and Indira Dubey and three sons namely, Om Prakash Pandey, Kali Prasad Pandey **(being the Vendor herein)** and Raj Kumar Pandey, as his only heirs heiresses and legal representative, who all upon his death inherited and

MANILA HIRISE PRIVATE LIMITED

Manish Sarda

Director/Authorised Signatory

MANI UDAY PROPERTIES PVT. LTD.

Manish Sarda

Director/Authorised Signatory

(4) Pritivi Raj Mukherjee

as director for (6)

NANSIKHA MERCANTILE &

atd (5) Mani Karna Developers P

atd (5) Mani villa properties

P Ltd (2) Zimco Mercantile

P Ltd (2) Mani Park Estates

Director P Ltd (2) Shree Mani Vanija

P Ltd (2) Mani Gopal Villa

P Ltd (3) Manihar Builders

P Ltd (1) Mani Hirise P Ltd

F) Manideepa Niket P

atd (2) Shree Deep Vinom

P Ltd (2) Mani Gopal Niket

P Ltd (2) Mani Deepa Endark

P Ltd (2) Shorya Vyapar

P Ltd (1) Sunstar Vyapar

P Ltd (2) Vyasarjan

Vanija P Ltd (2)

Mani Akash P Ltd

(1) Suryanshi

Bastia P Ltd (2)

Sunshine Tralon

P Ltd (2) Mani

Matrix Villa P Ltd

(3) Mani King Properties

Sub P Ltd (2) House

at 20 Ruces Park

Kol-19 all Govt

Castle House Reg

DDO - Durgam

Maniam Enclave Private Limited

Manish Sarda

Director/Authorised Signatory

NANSIKHA MERCANTILE PVT. LTD.

Purshinnet mukherjee.

Director

Manikarn Developers Private Limited

Purshinnet mukherjee.

Director/Authorised Signatory

Mani Gopal Enclave Private Ltd.

Manish Sarda

Director/Authorised Signatory

MANI VILLA PROPERTIES PVT. LTD.

Purshinnet mukherjee.

Director/Authorised Signatory

Director/Authorised Signatory

ZIMCO MERCANTILE PVT. LTD.

Purshinnet mukherjee.

Director Authorised Signatory.

MANI PARK ESTATES PVT. LIMITED

Purshinnet mukherjee.

Director/Authorised Signatory

SHREE MANI VANIYA PVT. LTD.

Purshinnet mukherjee.

Director/Authorised Signatory

Director/Authorised Signatory

MANI GOPAL VILLA PRIVATE LTD.

Purshinnet mukherjee.

Director Authorised Signatory.

MANIHAR BUILDERS PRIVATE LTD.

Purshinnet mukherjee.

Director/Authorised Signatory

Mani Hirise Private Limited

Purshinnet mukherjee

Director/Authorised Signatory



Additional District
Sub-Registrar Bangalore
South 24 Pergamant
26 JUL 2007

became entitled to the said Premises, absolutely and forever, each having equal one-ninth undivided share therein.

- D. The said Surya Moni Pandey (alias Suraj Moni Pandey), a Hindu, died intestate on 8th January 1998, leaving her surviving her abovenamed five daughters namely, Gayatri Vivek Upadhyay, Saraswati Pandey, Sabitri Dewadi, Lakshmi Saha and Indira Dubey and three sons namely, Om Prakash Pandey, Kali Prasad Pandey (**being the Vendor herein**) and Raj Kumar Pandey, as her only heirs heiresses and legal representative, who all upon her death inherited and became entitled to her one-ninth (1/9th) undivided share in the said Premises, absolutely and forever, each having equal one-eighth undivided share therein.
- E. In the events aforesaid, the Vendor herein and the other heirs of the said Ram Jogya Pandey and Surya Moni Pandey namely the said Gayatri Vivek Upadhyay, Saraswati Pandey, Sabitri Dewadi, Lakshmi Saha, Indira Dubey, Om Prakash Pandey and Raj Kumar Pandey became the full and absolute owners of the said Premises, each having equal one-eighth undivided independent and distinct share therein.
- F. The Vendor is seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to **ALL THAT 1/8th (one-eighth)** undivided independent and distinct part or share in the said Premises (hereinafter for the sake of brevity referred to as "the **said Share in the said Premises**"), absolutely and forever.
- G. In connection with the ownership of the Vendor to the said Share in the said Premises, the Vendor has represented and assured the Purchasers inter alia as follows:
- a) That the facts recited hereinabove are all true and correct and that the Purchasers can safely rely upon the same;
 - b) That several pucca brick built dwelling units, outhouses sheds, structures and constructions exist at the said Premises, some built prior to purchase of the said Premises by the said Ram Jogya Pandey and some built by the said Ram Jogya Pandey after the purchase of the said Premises.
 - c) That the said Premises or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981.

Manideepa Niket Private Ltd.
Prithivis muthayee.
Director/Authorised Signatory.

GUARDIAN VANIJYA PVT., LTD.
Prithivis muthayee.
Director/Authorised Signatory.

SNEHDEEP VINCOM PVT. LTD.
Prithivis muthayee.
Director

MANI AKASH PRIVATE LTD.
Prithivis muthayee.
Director/Authorised Signatory

Mani Gopal Niket Private Limited
Prithivis muthayee.
Director/Authorised Signatory

SURYANSHI BARTEN PVT. LTD.
Prithivis muthayee.
Director/Authorised Signatory

Manideepa Enclave Private Ltd.
Prithivis muthayee.
Director/Authorised Signatory

SUNSHINE TACON PVT. LTD.
Prithivis muthayee.
Director/Authorised Signatory.

FOR SHORYA VYAPAN PRIVATE LIMITED
Prithivis muthayee.
Director

Mani Matrix Villa Private Limited
Prithivis muthayee.
Director/Authorised Signatory

SUNSTAR VYAPAR PVT., LTD.
Prithivis muthayee.
Director

Mani Kunj Properties Private Limited
Prithivis muthayee.
Director/Authorised Signatory



A
Additional Director
Sub-Registrar South 24 Parganas
26 JUL 2007

- d) That there never was nor is there any excess vacant land in the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 nor is there any impediment under the provisions of the said Act of 1976 in the Vendor selling conveying and transferring the said Share in the said Premises unto and in favour of the Purchasers.
- e) That on or about 11th July 1991, the 1st Land Acquisition Collector, Calcutta claiming himself to be authorized by the State Government, passed an order, being Order No.6/91 dated 11.7.91, requisitioning the said Premises under Section 3(1) of the West Bengal (Requisition and Acquisition) Act, 1948 (hereinafter for the sake of convenience referred to as "**West Bengal Act-II of 1948**") for construction of Bus Depot for South Bengal State Transport Corporation as required by the Transport Department, Government of West Bengal and for taking charge and possession of the said Premises on 12th July 1991.
- f) That on or about 12th July 1991, the Deputy Managing Director of the South Bengal State Transport Corporation issued a Possession Certificate, certifying to have received possession of the said Premises on that day from the 1st Land Acquisition Collector, Calcutta.
- g) That immediately thereafter, the Vendor alongwith the other Co-owners of the said Premises (including the said Surya Moni Pandey, who was then alive) moved the Hon'ble High Court at Calcutta against the 1st Land Acquisition Collector, Calcutta & Others, when the Hon'ble Justice Shamsuddin Ahmed passed an Order on 30th August 1991 in Civil Order No.10679(W) of 1991 directing the parties to maintain status quo until further orders.
- h) The said Writ / Civil Order was dismissed for default on 20th August 2002 and all interim orders, if any, stood vacated.
- i) Presently, the 1st Land Acquisition Collector, Calcutta is conducting hearings for restoration of the said Premises.
- j) That the said Premises is free from all encumbrances mortgages charges leases thika tenancies liens lispens attachments debutters trusts uses claims demands leases tenancies acquisition requisition alignment and liabilities whatsoever or howsoever **Save** to the extent elsewhere herein expressly recited;

- k) That the said Share in the said Premises is not affected by any attachment including the attachment under any certificate case or any 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 Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- l) That the said Premises or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Municipal Corporation, the Kolkata Metropolitan Development Authority or the Kolkata Improvement Trust or the Metro Railways or the Government or any other Public Body or Authority.
- m) That the said Premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, any charge lien lispendens or annuity, any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, any trust resulting or constructive arising under any debutter name benami transaction or otherwise, any debutter wakf or devseva, any attachment including attachment before judgment of any Court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than payment of Municipal Rates and Taxes, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.
- n) That the said Share in the said Premises never ever vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;
- o) That prior to these presents, the Vendor has never entered into any agreement for sale lease or otherwise transfer of the said Share in the said Premises with any person or persons nor have otherwise dealt with the same;
- p) That there is no legal bar or impediment or any other difficulty in the Vendor selling conveying and transferring the said Share in the said Premises in favour of the Purchaser.



- H. On or about 22nd May, 2007, the Vendor had agreed to sell convey and transfer the said Share in the said Premises to the Confirming Party absolutely and forever free from all encumbrances and liabilities whatsoever at or for a total consideration of Rs.15,21,000/- (Rupees fifteen lacs twentyone thousand) only.
- I. The Confirming Party has since nominated the Purchasers as his nominees to acquire the said share in the said premises, directly from the Vendor at or for the nomination bargain money and/or nomination consideration in a sum of Rs.2,00,000/- (Rupees two lacs) only.
- J. By reason of the aforesaid, there has been a novation of the contract whereby the Vendor has agreed to sell and the Purchasers have agreed to purchase the said share in the said premises free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trusts of whatsoever nature at or for a consideration of Rs.15,21,000/- (Rupees fifteen lacs twentyone thousand) only to be received by the Vendor and a sum of Rs.2,00,000/- (Rupees two lacs) only to be received by the Confirming Party which both amounts are aggregating a sum of Rs.17,21,000/- (Rupees seventeen lacs twenty one thousand) only.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs.17,21,000/- (Rupees seventeen lacs twenty one thousand) only of the lawful money of the Union of India in hand out of which well and truly by the Purchasers paid to the Vendor a sum of Rs.15,21,000/- (Rupees fifteen lacs twentyone thousand) only paid at or before the execution hereof and in further payment of a sum of Rs.2,00,000/- (Rupees two lacs) only towards nomination bargain money paid to the Confirming Party (the receipt whereof the Vendor and the Confirming Party doth hereby as also by the respective receipts 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 as also the property hereby conveyed or expressed or intended so to be in favour of the Purchasers) the Vendor doth hereby grant sell convey transfer assign and assure and the Confirming Party doth hereby concur and confirm the sale unto and to the Purchasers **ALL THAT** 1/8th (one-eighth) undivided independent and distinct part or share of and in **ALL THAT** the pucca brick built messuages tenements hereditaments and premises together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 03 (three) Bighas 09 (nine) Cottahs 08 (eight) Chittacks 42 (forty-two) Square Feet more or less situate lying at and being premises No.33 Canal Circular Road, Police Station Manicktolla, Kolkata, comprised in Holding Nos.100 and 100A, Grand Division No.II, Sub-Division-V, Dihi Panchannagram, Touzi No.2388, in Mouza Nayabad of the Collectorate of 24-







Parganas, morefully and particularly mentioned and described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID PREMISES**") and all and whatever share ownership right title or interest of the Vendor into or upon the said Premises **TOGETHER WITH** all benefits (including the benefits of compensation and arrears thereof for occupation of the said Premises by the State Government and/or its agencies as hereinbefore dealt with) derivable and/or accruable in favour of the Vendor **TOGETHER WITH** all and singular the areas ways paths passages driveways fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Premises 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 **AND** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof to the extent of undivided one-eighth share **AND** all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the said Premises and all and every part thereof **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title to the said Premises and which now are or hereafter shall or may be in possession power or control of the Vendor or any other person or persons from whom the Vendor may procure the same without any action or suit **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispens attachments trusts debutters restrictions restrictive covenants prohibitions claims demands acquisition requisition alignment and liabilities whatsoever or howsoever, if any on the date of these presents.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits advantages 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 Vendor hath 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 advantages and rights hereby granted

sold conveyed and transferred 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 Vendor hath now in himself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits advantages 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 property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments leases tenancies occupancy rights thika tenancies restrictions restrictive covenants lispensens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor save those expressly hereinbefore recited.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits of the said Premises to the extent of one-eighth share without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.
- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or any 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 encumbrances leases tenancies occupancy rights restrictions restrictive covenants prohibitions liens attachments lispensens uses debutters trusts claims demands acquisition requisition alignment and liabilities whatsoever or howsoever if any created by the Vendor.
- (vii) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the property hereby conveyed or expressed or intended so to be or any part thereof through under or in trust for the Vendor shall and will from time to time