

193

16.04.2010

(Original)

Property :

160 Manicktala Main Road, Kolkata

SALE DEED**B E T W E E N****(1) SRI. GOBINDA DAS
(2) SMT. SANDHYA DAS****... VENDORS****A N D****ABHISTHA TIEUP PVT. LTD. & 35 ORS.****... PURCHASERS**

Registered with the ADSR Sealdah, Kolkata in Book No. I
Volume No. 3 Page Nos. 5934 to 5953 and being number
1145 for the year 2010.

1307

7-1145



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

certified that the document is authentic
 to register... F 945057
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 Government... stamp

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16/04/2010

THIS INDENTURE made this 16th day of April Two Thousand Ten
 BETWEEN (1) **GOBINDA DAS** (also known as **Gobindo Das**) son of Late Jitendra
 Nath Das by faith Hindu, by occupation Business, residing at No.159 Manicktala Main
 Road, P.S. Manicktala, Kolkata 700054 and (2) (**SMT.**) **SANDHYA DAS** wife of the said
 Shri Gobinda Das, by faith Hindu, by occupation Service, residing

12/176

Sandhya Das.

[Signature line]

Gobinda Das

200166

K. P. MAJUMDAR
Advocate

Block R, Flat - 9
C. N. Roy Road
Kolkata - 39

NAME.....
 ADDRESS.....
 RS.....

30 MAR 2010

SURAJ K. MAJUMDAR
 Licensed Stamp Dealer

26/2/10 C. N. Roy Road Kolkata

Prithviraj mukherjee

v.e.T.g-771

- ABHISTHA TIEUP PVT LTD.
- BOBSON BARTER PRIVATE LIMITED.
- BRISK COMMOTRADE PRIVATE LIMITED.
- FACIT CONTRADE PRIVATE LIMITED.
- FISCHER TRADERS PRIVATE LIMITED.
- JEWEL STAR DEALERS PRIVATE LIMITED.
- JEWEL STAR DISTRIBUTORS PRIVATE LIMITED.
- MANALI COMMODITIES PRIVATE LIMITED.
- MONTRADIC VYAPAAR PRIVATE LIMITED.

Prithviraj mukherjee

(PRITHWIRAJ MUKHERJEE) Authorized Signatory

- MANI AKASH PRIVATE LIMITED
- MANIHAR BUILDERS PRIVATE LIMITED
- MANIKARAN DEVELOPERS PRIVATE LIMITED
- MANIDEEPA ENCLAVE PRIVATE LIMITED
- MANI GOPAL NIKET PRIVATE LIMITED
- MANILA HIRISE PRIVATE LIMITED.
- MANIAM ENCLAVE PRIVATE LIMITED.
- MANI GOPAL ENCLAVE PRIVATE LIMITED
- MANI UDAY PROPERTIES PRIVATE LIMITED

Prithviraj mukherjee

Authorized Signatory



at No.159 Manicktala Main Road, P.S. Manicktala, Kolkata 700054 hereinafter jointly referred to as "the **VENDORS**" (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 heirs executors administrators and legal representatives) of the **ONE PART AND (1) ABHISTHA TIEUP PRIVATE LIMITED**, PAN No.AACCA1659G, **(2) BOBSON BARTER PRIVATE LIMITED**, PAN No.AABCB7665G, **(3) BRISK COMMOTRADE PRIVATE LIMITED**, PAN No.AABCB2388Q, **(4) FACIT CONTRADE PRIVATE LIMITED**, PAN No.AAACF3782F, **(5) FISCHER TRADERS PRIVATE LIMITED**, PAN No.AAACF8058J, **(6) JEWEL STAR DEALERS PRIVATE LIMITED**, PAN No.AAACJ6764H, 1 to 6 being companies incorporated under the Companies Act, 1956 and having their registered offices at No. 2D Queens Park, Kolkata 700019 **(7) MANALI COMMODITIES PRIVATE LIMITED**, PAN No. AADCM5875H, **(8) NARANG TRACOM PRIVATE LIMITED**, PAN No.AABCN4718L, **(9) NAV SIKHA MERCANTILE PRIVATE LIMITED**, PAN No.AAACN8801H, **(10) MONTRADIC VYAPAAR PRIVATE LIMITED**, PAN No.AABCM7937Q, **(11) SUNSHINE TRACON PRIVATE LIMITED**, PAN No.AADCS6863K, **(12) SUNSTAR VYAPAAR PRIVATE LIMITED**, PAN No.AAHCS1227R, **(13) MEGASIN BARTER PRIVATE LIMITED**, PAN No.AADCM6912B, **(14) MANI GOPAL VILLA PRIVATE LIMITED**, PAN No.AAECM5864B, **(15) MANI KUNJ PROPERTIES PRIVATE LIMITED**, PAN No. AAECM828M, **(16) MANI MATRIX VILLA PRIVATE LIMITED**, PAN No.AAECM5927H, **(17) MANI VILLA PROPERTIES PRIVATE LIMITED**, PAN No.AAECM5860F, **(18) JEWEL STAR DISTRIBUTORS PRIVATE LIMITED**, PAN No.AAACJ6763A, **(19) MANIDEEPA NIKET PRIVATE LIMITED**, PAN No.AAECM5837G. No. 7 to 19 being companies incorporated under the Companies Act, 1956 and having their registered offices at No. 9/1 Lower Rawdon Street, Kolkata 700020 **(20) GUARDIAN VANIJYA PRIVATE LIMITED**, PAN No.AACCG1418K, **(21) MANI PARK ESTATES PRIVATE LIMITED**, PAN No.AAECM5836H, **(22) MANI HIRISE PRIVATE LIMITED**, PAN No.AAECM5830B, **(23) SHREE MANI VANIJYA PRIVATE LIMITED**, PAN No.AAHCS1225P, **(24) SURYANSHI BARTER PRIVATE LIMITED**, PAN No.AADCS6857R, **(25) SHORYA VYAPAR PRIVATE LIMITED**, PAN No.AAECS1085Q, **(26) ZIMCO MERCANTILE PRIVATE LIMITED**, PAN No.AAACZ0900F, **(27) SNEHDEEP VINCOM PRIVATE LIMITED**, PAN No.AAECS1086. No. 20 to 27 being companies incorporated under the Companies Act, 1956 and having their registered offices at 60/1 Pramatesh Barua Sarani, Kolkata 700019 **(28) MANI AKASH PRIVATE LIMITED**, AAECM5859Q, **(29) MANI GOPAL NIKET PRIVATE LIMITED**, PAN No. AAECM5863G, **(30) MANIHAR BUILDERS PRIVATE LIMITED**, PAN No.AAECM5926G, **(31) MANIKARN DEVELOPERS PRIVATE LIMITED**, PAN No. AAECM5861E, **(32) MANIDEEPA ENCLAVE PRIVATE LIMITED**, PAN No.AAECM5855A, **(33) MANILA HIRISE PRIVATE LIMITED**, PAN No.AAECM5833C, **(34) MANIAM ENCLAVE PRIVATE LIMITED**, PAN No.AAECM5832D, **(35) MANI GOPAL ENCLAVE PRIVATE LIMITED**, PAN No.AAECM5826F, and **(36) MANI UDAY PROPERTIES PRIVATE LIMITED**, PAN No.AAECM5827E. No. 28 to 36 being companies incorporated under the Companies Act, 1956 and having their registered offices at 164/1 Manicktala Main Road, Kolkata 700054 all hereinafter collectively referred to as "the **PURCHASERS**"

Sandhya Das,

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MANI GOPAL VILLA PRIVATE LIMITED,
MANI HIRISE PRIVATE LIMITED,
SHREE MANI VANIJYA PRIVATE LIMITED,
GUARDIAN VANIJYA PRIVATE LIMITED,
SURYANSHI BARTER PRIVATE LIMITED,
SHORYA VYAPAR PRIVATE LIMITED,
ZIMCO MERCANTILE PRIVATE LIMITED,
SNEHDEEP VINCOM PRIVATE LIMITED,
MANI PARK ESTATES PRIVATE LIMITED,

Poojini mukherjee

Authorised Signatory

MEGASIN BARTER PRIVATE LIMITED,
NARANG TRACOM PRIVATE LIMITED,
NAV SIKHA MERCANTILE PRIVATE LIMITED,
SUNSTAR VYAPAAR PRIVATE LIMITED,
SUNSHINE TRACON PRIVATE LIMITED,
MANIDEEPA NIKET PRIVATE LIMITED,
MANI VILLA PROPERTIES PRIVATE LIMITED,
MANI MATRIX VILLA PRIVATE LIMITED,
MANI KUNJ PROPERTIES PRIVATE LIMITED

Poojini mukherjee

Authorised Signatory



v.e.T-9-772

Gobind Das

(-Go Bind Das)



v.e.T-9-773

Sandhya Das

(SANDHYA DAS)



Identified by me
Chandrabeta Das
Sealdah Civil Court - Room No 301

(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 **OTHER PART**.

WHEREAS :

A. The Vendors herein have represented before and assured the Purchasers, inter alia, that the Vendors are seized and possessed of and/or otherwise well and sufficiently entitled to **All That** an independent and distinct undivided 4 (Four) Cottahs of homestead land in Municipal Premises No.160 Manicktala Main Road (formerly Premises No.88 Manicktala Main Road), Kolkata 700054 containing an area of 15 Cottahs 2 Square Feet with structures thereat made of asbestos tiles and corrugated sheds measuring about 1000 Square Feet more or less, morefully and particularly mentioned and described in the **Second Schedule** hereunder written and hereinafter referred to as the "**said Property**", absolutely and forever free from all encumbrances and liabilities whatsoever **Together With** all rights of easement and the right to use and enjoy, including the right of user and of ingress and egress with men materials and vehicles of any description, over and in respect of the 250' (two hundred and fifty feet) long and 12' (twelve feet) wide Common Passage on the Eastern side of the said Premises No.160 Manicktala Main Road, Kolkata and leading to the Eastern Metropolitan Bypass (hereinafter referred to as the "**said Common Passage**"). The devolution of title of the Vendors to the said Property is set out in the **Third Schedule** hereunder written and the said entire Premises No.160 Manicktala Main Road, Kolkata is fully described in the **First Schedule** hereunder written and hereinafter referred to as "the **said Premises**".

B. Despite the ownership of the Vendors in the said Premises No.160 Manicktala Main Road, Kolkata being undivided, the Vendors are in exclusive physical possession of seven rooms and one kitchen and bath and privy at the North Western corner of the said Premises No.160 Manicktala Main Road, Kolkata (hereinafter referred to as the "**Self Occupied Property**").

C. In connection with the ownership of the Vendors to the said Property and occupation of the said Self Occupied Property, the Vendors have represented and assured the Purchasers inter alia as follows:

- i) That the facts hereinbefore recited are all true and correct and that the Purchasers can believe and safely rely upon the same;
- ii) That the Vendors, alongwith the owners of the remaining undivided shares in the said Premises are in legal and peaceful vacant possession of the said Premises and no other person has any right or interest to occupy or to make any claim over the same either as a tenant, licensee, lessee or otherwise;

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- iii) That the Vendors are in exclusive physical possession of the Self Occupied Property, being the seven rooms and one kitchen and bath and privy at the said North Western corner of the said Premises No.160 Manicktala Main Road, Kolkata; along with a joint use of the Lawn and dalan in the other areas of the said premises.
- iv) That there are no orders or impediments or constraints under any proceeding whatsoever or otherwise in the Vendors conveying the said Property;
- v) That there is no suit or proceeding filed by or pending against the Vendors or any of them in any court of law or tribunal concerning the said Property or the said Premises or any part thereof or any share therein;
- vi) That to the knowledge of the Vendors, 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 and that all the structures and constructions at the said premises have been constructed and erected by the Vendors and the other Co-owners and/or their predecessors-in-title;
- vii) That there is no impediment under the said West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 for the Vendors to sell convey and transfer the said Property.
- viii) That to the knowledge of the Vendors, there never was nor is there any excess vacant land in the said premises or in the hands of the Vendors and/or their predecessors-in-title 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 Vendors selling conveying and transferring the said Property.
- ix) That the said Premises is free from all encumbrances mortgages charges leases liens lispens attachments debutters trusts uses claims demands acquisition requisition alignment and liabilities whatsoever or howsoever;
- x) That the said Premises or the said Property 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

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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;

- xi) 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;
- xii) That to the knowledge of the Vendors, no declaration has been made or published for acquisition or requisition of the said Premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xiii) 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;
- xiv) That the said Premises is not subjected to or affected by any right of way water light support drainage or any other easement with any other property;
- xv) That the said Premises or any part thereof is not affected by any partition wall, common wall, drains, ways, paths or passages;
- xvi) That the Vendors have at any time heretofore not entered into any agreement for sale, lease or otherwise transfer of the said Property or any part thereof or any undivided share therein;
- xvii) That the said Premises never ever vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;

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abutting the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound, compound walls areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be 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 **TOGETHER WITH** a joint use with the co-owners in respect of the Lawn and dalan and other areas of the Said premises **TOGETHER AND WITH** the full and free and uninterrupted rights and liberties (including the right of easements and of ingress and egress) to the Purchasers and all persons authorised by the Purchasers at all times hereafter by day or night to pass to or from the 250' (two hundred and fifty feet) long and 12' (twelve feet) wide Common Passage on the Eastern side of the said Premises No.160 Manicktala Main Road, Kolkata and leading upto the said Eastern Metropolitan Bypass as delineated in the plan annexed hereto duly bordered thereon in "BLUE" from or to the public road, namely Manicktala Main Road in common with the other persons lawfully entitled to similar right of user and with or without men materials and vehicles of any description for all purposes connected with the beneficial use and enjoyment of the said Property and for all lawful purposes **And Also** the full and free and uninterrupted rights and liberties to the Purchasers and all persons authorised by the Purchasers at all times hereafter by day or night of using availing and enjoying the existing pipelines, water pipelines, water mains, electrical wiring and cables, sewers and drains and the facilities of passage of water waste and soil for and/or serving the said Property and also the rights and liberties of laying new pipelines, water pipelines, water mains, gas pipelines, electrical wiring and cables, telephone lines, sewers and drains over alongwith or under the said Common Passage for taking new and direct water, electricity, gas, telephone connections/facilities and also for taking new drainage and sewage connections and to dig out and open the same for the purposes aforesaid and upon completion of such work to restore the same in its former state and condition **AND** reversion or reversions remainder or remainders **and** the rents issues and profits thereof and all and every part thereof **AND** all the 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 pattahs muniments writings and evidence of title which in anywise relate to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof or any undivided share therein which now are or hereafter shall or may be in possession power or control of the Vendors or any of them or any other ~~person~~ or persons from whom the Vendors can or may procure the same without any action or suit **TO HAVE AND TO HOLD** the

Sandhya Das

(Signature)



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xviii) That there is no legal bar or impediment or any other difficulty in the Vendors conveying the said Property in favour of the Purchasers;

D. The Vendors have contracted with the Purchasers in terms of an agreement dated 12.04.2010 for sale transfer and conveyance of **All That** the said Property, with peaceful physical vacant possession of the said Self Occupied Property and all rights of easement and the right to use and enjoy, including the right of user and of ingress and egress with men materials and vehicles of any description, over and in respect of the 250' (two hundred and fifty feet) long and 12' (twelve feet) wide Common Passage on the Eastern side of the said Premises No.160 Manicktala Main Road, Kolkata and leading to the Eastern Metropolitan Bypass, and in connection therewith the Vendors made various representations and declarations before the Purchasers and gave several assurances and confirmations to the Purchasers, including those contained hereinabove, and relying on, amongst others, such representations assurances declarations and confirmations and believing and verifying the same to be true and correct and being satisfied about the same and good and marketable title of the vendor in respect of the property under this deed and acting on faith thereof, the Purchasers have agreed to purchase and acquire the same from the Vendors at or for the total consideration of Rs. 1,10,00,000/- (Rupees One crore ten lacs) only, absolutely and forever free from all encumbrances and liabilities whatsoever or howsoever and with khas peaceful vacant possession of the Self Occupied Property, which has been duly delivered by the Vendors to the Purchasers at or before the execution hereof.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. 1,10,00,000/- (Rupees One crore ten lacs)** only of the lawful money of the ~~Union of India in hand and well~~ and truly by the Purchasers to the Vendors paid 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 as also the properties benefits advantages 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 grant sell convey transfer assign and assure unto and to the Purchasers **ALL THAT** the said Property described in the **SECOND SCHEDULE** hereunder written, being **ALL THAT** an independent and distinct undivided 4 (Four) Cottahs of homestead land in Municipal Premises No.160 Manicktala Main Road (formerly Premises No.88 Manicktala Main Road), Kolkata 700054 out of the total area of 15 Cottahs 2 Square Feet comprised therein with structures thereat made of asbestos tiles and corrugated sheds measuring about 1000 Square Feet more or less, morefully and particularly mentioned and described in the **Second Schedule** hereunder written **TOGETHER WITH** all ownership share rights title interest and shares of the

Sandhya Das.

Prasanna Kumar



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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 absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

II. AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER 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 have been and are 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 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 advantages 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 hath now in themselves 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 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 claims demands encumbrances mortgages charges liens attachments leases tenancies occupancy rights thika tenancies restrictions restrictive covenants lispendens uses debutters trusts prohibitions 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.

Sandhya Das.

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- (v) **AND THAT** the Purchasers 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 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.
- (vi) **AND THAT** 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 encumbrances leases tenancies occupancy rights thika tenancies restrictions restrictive covenants liens attachments lispensens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever.
- (vii) **AND THAT** the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits advantages 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 same unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers or any of them.
- (viii) **AND ALSO THAT** the Vendors shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and their 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 their successors or successors in title or interest by reason of any defect in the averments of the title of the Vendors to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.

III. **AND THE VENDORS DOTH HEREBY DECLARE CONFIRM ASSURE AND COVENANT WITH THE PURCHASER** that the Vendors shall always be liable for payment of municipal and all other rates and taxes and other outgoings in respect of the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for

Sandhya Das,

(SANDHYA DAS)



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