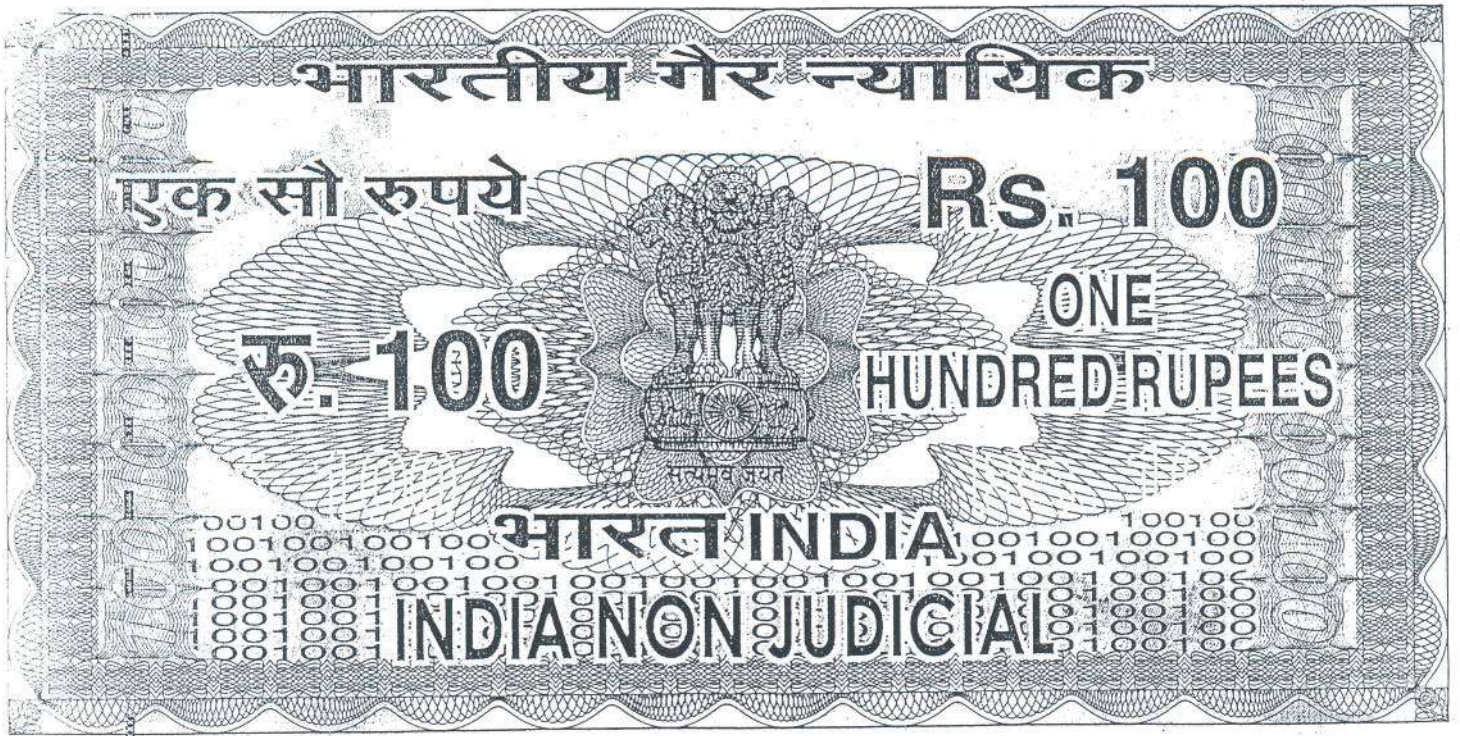


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163B



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 879844

Certified that this document is admitted to Registration. The signature sheet and the endorsement sheet attached to the document are part of this document.

Additional District Sub-Registrar
Saidan

Q. 4019
7 July 2010
5,70,00,000/-

22/07/2010

1(a)

THIS INDENTURE made this 22nd day of July Two Thousand Ten BETWEEN (1) (SMT.) JAYA RANI SAHA, wife of Late Dulal Kanti Saha (PAN ARSP56752Q), (2) JAYANTA KUMAR SAHA, son of Late Dulal Kanti Saha (PAN ARSP56753R), and (3) SANTANU KUMAR SAHA, son of Late Dulal Kanti Saha (PAN ARUP56290G),

Jaya Rani Saha
Jayanta Kumar Saha
Santanu Kumar Saha
Sona Saha

4019-565
1997/1

77352

K. P. MAJUMDAR
Block R, Flat - 9
C. N. Roy Road
Kolkata - 700030

NAME
 ADD/ALT
 PS
 21 JUL 2010
 SURANJA SAHAY
 Director / Authorized Signatory

1002
210
125

A. Agarwal



M. C. T. G.
1739

24 NIKET PRIVATE LIMITED
A. Agarwal
Director / Authorized Signatory

TANISHQUE VINIMAY PRIVATE LIMITED

A. Agarwal
 Director / Authorized Signatory

SAMUDRA VYAPAAR PRIVATE LIMITED
A. Agarwal
 Director / Authorized Signatory



22 JUL 2010



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

10AA 349224

1(b)

all residing at No. 276/1A, CIT Road, Scheme VI-M, Kolkata 700054 (4) (SMT.)
SOMA SAHA, daughter of Late Dulal Kanti Saha (PAN APJPS5448A), residing at No.
255 Dum Dum Park, Flat No. 3AB, Champa Apartment, Kolkata 700055, all
hereinafter collectively referred to as "the VENDORS" (which expression unless

Ganga Rani Saha
Jyoti Kum Saha
Santanu Kumar Saha
Soma Saha

77352

K. P. MAJUMDAR
Block R: Flat - 9
C. N. Roy Road
Kolkata - 39

NAME.....
ADD/ADV.....
RS.....
21 JUL 2010
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Down
2 & 3, K. S. Roy Road, Kolkata

1002
2M

1200



V.C.T.9
1740

- Raja Rami Saha



V.C.T.9
1741

- Jayanta Kumar Saha



V.C.T.9
1742

- Santanu Kumar Saha



V.C.T.9
1743

- Soma Saha



Paul

P. V. PAUL
164/1, Manicktalas main road
Kolkata - 700 054



excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs legal representatives executors and administrators) of the **ONE PART AND (1) SA NIKET PVT. LTD.** a Company within the meaning of the Companies Act, 1956 and having its registered office at 9-IT, "Mani Square", 164/1 Manicktala Main Road, Kolkata 700054 and having IT PAN AALCS6141E **(2) TANISHQUE VINIMAY PVT. LTD.** a Company within the meaning of the Companies Act, 1956 and having its registered office at 1, British Indian Street, Kolkata-700069 and having IT PAN AACT6958K **(3) SAMUDRA VYAPAAR PVT. LTD.** a Company within the meaning of the Companies Act, 1956 and having its registered office at 29B, Rabindra Sarani, Kolkata-700073 and having IT PAN AALC53154R all hereinafter collectively 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 **OTHER PART.**

WHEREAS:

- A. Sailendra Nath Kumar (also known as Coomar), Harendra Nath Kumar (also known as Coomar) and Dwijendra Nath Kumar (also known as Coomar), all brothers and being the sons of Narendranath Kumar, were seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners of several landed properties, including Municipal Premises No.163, Manicktala Main Road, Kolkata, each having an equal 1/3rd undivided share therein.
- B. By a Deed of Partition dated 22nd September 1956 and duly registered with the Sub-Registrar, Sealdah in Book No.I Volume No.45 Pages 69 to 81 Being No.2296 for the year 1956, the said Sailendra Nath Kumar, Harendra Nath Kumar and Dwijendra Nath Kumar amicably partitioned by metes and bounds, *inter alia*, all the properties belonging to them, including the said Municipal Premises No.163, Manicktala Main Road, Kolkata.
- C. Under and by virtue of such partition, the said Harendra Nath Kumar was allotted and became entitled to **All That** the divided and demarcated portion of the said Premises No.163 Manicktala Main Road containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square Feet (equivalent to 1165 Square Meters) more or less of rent redeemed land, with structures thereat, described in the First Part of the Schedule 'Kha' to the said Deed of Partition and marked as Lot 'C' in the Plan annexed thereto **Together With** 1/3rd (one third) undivided share and ownership alongwith all sorts of easement right and all rights over and in respect of the 8' (eight feet) wide

Agf

Some Saha

Santanu Kumar Saha

Jaya Rami Saha Jayanta Kumar Saha



private common passage, carved out of the said Premises No.163 Manicktala Main Road, and running from North to South (hereinafter for the sake of brevity referred to as "the **said Passage**"), absolutely and forever to the exclusion of the other parties to the said Deed of Partition. The said Passage, carved out of the said Premises No.163 Manicktala Main Road, contains an area of 01 Cottah 08 Chittacks more or less.

- D. The said divided and demarcated portion of the said Premises No.163 Manicktala Main Road containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square Feet more or less of rent redeemed land, with structures thereat, allotted to the said Harendra Nath Kumar was subsequently separately reassessed and renumbered by The Kolkata Municipal Corporation (as it was then known) as Premises No.163B Manicktala Main Road, Kolkata (hereinafter for the sake of brevity referred to as "the **said Premises**") and the name of the said Harendra Nath Kumar was recorded / mutated as the owner thereof in the records of the Kolkata Municipal Corporation.
- E. Upon the Return under Section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 being filed by the said Harendra Nath Kumar, the Competent Authority had by its Order dated 15th May 1990 declared that the said Harendra Nath Kumar held 506 Square Meters of excess vacant land in the said Premises within the meaning of the said Act of 1976.
- F. Aggrieved by the aforesaid Order of the Competent Authority, the said Harendra Nath Kumar filed a Writ Petition in the Hon'ble High Court at Calcutta, Constitutional Writ Jurisdiction, against The State of West Bengal and others (including the Competent Authority), being W.P.No.21787 (W) of 1998, when by his Order dated 1st February 1998, the Hon'ble Justice Kalyan Jyoti Sengupta directed The Competent Authority to pass reasoned order upon hearing the said Harendra Nath Kumar.
- G. By its Order dated 19th February 1999 passed in Case No.6(1) 24 / V-3/76, The Competent Authority held that there was no excess vacant land in the said Premises.
- H. By 4 (Four) several Deeds of Conveyance, all dated 17th July 1992, details whereof are mentioned hereinbelow, the said Harendra Nath Kumar granted sold conveyed and transferred unto and to Jaya Rani Saha, Dulal Kanti Saha, Santanu Kumar Saha and Jayanta Kumar Saha **All That** the divided and demarcated Eastern Portion of the said Premises No.163B Manicktala Main Road, Kolkata containing an area of 659 Square Meters more or less, with structures thereat (hereinafter for the sake of brevity referred to as "the **said Eastern Portion**"), **Together With** all properties benefits advantages and

Jaya Rani Saha Jayanta Kumar Saha

Agg:

Soma Saha

Santanu Kumar Saha



rights appurtenant thereto, including proportionate undivided ownership share right title and interest of the said Harendra Nath Kumar in the 1/3rd (one-third) undivided share and ownership in the said Passage, absolutely and forever:

- i) Deed of Conveyance dated 17th July 1992 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Jaya Rani Saha therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar, Sealdah in Book No.I Volume No.32 Pages 375 to 386 Being No.1193 for the year 1992, pertaining to one-fourth undivided share in the said Eastern Portion and proportionate share in the said Passage;
 - ii) Deed of Conveyance dated 17th July 1992 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Dulal Kanti Saha therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar, Sealdah in Book No.I Volume No.32 Pages 387 to 398 Being No.1194 for the year 1992, pertaining to one-fourth undivided share in the said Eastern Portion and proportionate share in the said Passage;
 - iii) Deed of Conveyance dated 17th July 1992 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Santanu Kumar Saha therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar, Sealdah in Book No.I Volume No.33 Pages 1 to 12 Being No.1195 for the year 1992, pertaining to one-fourth undivided share in the said Eastern Portion and proportionate share in the said Passage;
 - iv) Deed of Conveyance dated 17th July 1992 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Jayanta Kumar Saha therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar, Sealdah in Book No.I Volume No.33 Pages 13 to 22 Being No.1196 for the year 1992, pertaining to one-fourth undivided share in the said Eastern Portion and proportionate share in the said Passage;
- I. After The Competent Authority having ordered that there was no excess vacant land in the said Premises as hereinbefore recited, by 4 (Four) several Deeds of Conveyance, all dated 19th March 1999, details whereof are mentioned hereinbelow, the said Harendra Nath Kumar granted sold conveyed and transferred unto and to Jaya Rani Saha, Dulal Kanti Saha, Santanu Kumar Saha and Jayanta Kumar Saha **All That** the remaining divided and

Jaya Rani Saha Jayanta Kumar Saha

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Santanu Kumar Saha



demarcated Western Portion of the said Premises No.163B Manicktala Main Road, Kolkata containing an area of 506 Square Meters more or less, with structures thereat (hereinafter for the sake of brevity referred to as "the **said Western Portion**"), **Together With** all properties benefits advantages and rights appurtenant thereto, including the remaining proportionate undivided ownership share right title and interest of the said Harendra Nath Kumar in the 1/3rd (one-third) undivided share in the said Passage, absolutely and forever:

- i) Deed of Conveyance dated 19th March 1999 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Santanu Kumar Saha therein referred to as the Purchaser of the other part and registered with District Sub-Registrar-III, Alipore, South 24 Parganas in Book No.I Volume No. 84 Pages 365 to 376 Being No.3659 for the year 2001, pertaining to one-fourth undivided share in the said Western Portion and proportionate share in the said Passage;
 - ii) Deed of Conveyance dated 19th March 1999 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Dulal Kanti Saha therein referred to as the Purchaser of the other part and registered with District Sub-Registrar-III, Alipore, South 24 Parganas in Book No.I Volume No. 84 Pages 377 to 388 Being No.3660 for the year 2001, pertaining to one-fourth undivided share in the said Western Portion and proportionate share in the said Passage;
 - iii) Deed of Conveyance dated 19th March 1999 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Jayanta Kumar Saha therein referred to as the Purchaser of the other part and registered with District Sub-Registrar-III, Alipore, South 24 Parganas in Book No.I Volume No. 84 Pages 389 to 400 Being No.3661 for the year 2001, pertaining to one-fourth undivided share in the said Western Portion and proportionate share in the said Passage;
 - iv) Deed of Conveyance dated 19th March 1999 made between Harendra Nath Kumar therein referred to as the Vendor of the one part and Jaya Rani Saha therein referred to as the Purchaser of the other part and registered with District Sub-Registrar-III, Alipore, South 24 Parganas in Book No.I Volume No. 84 Pages 401 to 412 Being No.3662 for the year 2001, pertaining to one-fourth undivided share in the said Western Portion and proportionate share in the said Passage;
- J. In the events aforesaid, the said Jaya Rani Saha, Dulal Kanti Saha, Santanu Kumar Saha and Jayanta Kumar Saha became fully seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners

Jaya Rani Saha Jayanta Kumar Saha

Alp

Sonu Saha

Santanu Kumar Saha

Santanu



to both the said Eastern Portion and the Western Portion of the said Premises No.163B Manicktala Main Road, Kolkata [i.e. being the entirety of the said Premises No.163B Manicktala Main Road, Kolkata containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square Feet (equivalent to 1165 Square Meters) more or less] **Together With** 1/3rd (one-third) undivided share in the said Passage, absolutely and forever, each having equal one-fourth undivided share therein.

- K. The names of the Jaya Rani Saha, Dulal Kanti Saha, Santanu Kumar Saha and Jayanta Kumar Saha was and still continues to be recorded / mutated as the owner of the said Premises in the records of The Kolkata Municipal Corporation.
- L. The said Dulal Kanti Saha, who was a Hindu during his lifetime and also at the time of his death governed by the Dayabhaga School of Hindu Law, died intestate on or about 4th October 2005, leaving him surviving his sole widow, the said Smt. Jaya Rani Saha, two sons namely the said Jayanta Kumar Saha and Santanu Kumar Ghosh and only daughter Soma Saha as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to his undivided 1/4th Share in the said Premises and the said 1/3rd (one-third) undivided share in the said Passage, absolutely and forever and in equal shares.
- M. In the events aforesaid, the Vendors herein became and still are fully seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **All That** the piece or parcel of revenue redeemed land containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square Feet (equivalent to 1165 Square Meters) more or less, with dwelling houses and structures thereat measuring about 2800 Square Feet more or less, and a tank/ water body on a land area of 932 sft. situate lying at and being Municipal Premises No.163B Manicktala Main Road (formerly being a divided and demarcated portion of Premises No.163 Manicktala Main Road), Police Station-Manicktala, Kolkata-700054 (comprised in Holding No.53/68, Division 2, Sub-Division 5, Dihi Panchannagram, in Mouza-Sheoratala Village), Sub-Registration office Sealdah, within Ward No.32 of the Kolkata Municipal Corporation (hereinafter for the sake of brevity referred to as "the **said Premises**") **Together With** 1/3rd (one-third) undivided ownership share right title and interest in the 8' (eight feet) wide passage, carved out of the erstwhile Premises No.163 Manicktala Main Road, and running from North to South and containing an area of 01 Cottah 08 Chittacks more or less (hereinafter for the sake of brevity referred to as "the **said Passage**"), absolutely and forever.

Ag:

Soma Saha

Santanu Kumar Saha

Santanu Kumar Saha

Jaya Rani Saha, Jayanta Kumar Saha



22 JUL 2010

- N. The said Premises and the said Passage are collectively described in the **Schedule** hereunder written and hereinafter for the sake of brevity referred to as "the **said Premises and the properties appurtenant thereto**".
- O. In connection with the said Premises and the properties appurtenant thereto, the Vendors have represented before and assured the Purchaser and warranted in favour of the Purchaser, *inter alia*, as follows:
- i) That the facts recited hereinabove are all true and correct and the Purchaser can safely rely upon the same;
 - ii) That the Vendors are presently jointly seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said Premises and the properties appurtenant thereto absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters leases tenancies thika tenancies occupancy rights claims demands acquisition requisition alignment liabilities whatsoever or howsoever;
 - iii) That except for three rooms lying situate on the North western side of the said premises which all are in unlawful possession of trespassers, the entirety of the said Premises is in "khas" peaceful vacant possession of the Vendors and other than the Vendors no other person has any right of possession or occupation thereof as tenant, lessee, agreement-holder, licensee or otherwise in any capacity whatsoever.
 - iv) That the said Premises is bounded by walls on all sides, which belong to the Vendors;
 - v) 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 and that the structures at the said premises have been constructed and erected by the predecessors-in-title of the Vendors.
 - vi) That the said Premises and the properties appurtenant thereto 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 Vendors or any of them or the Vendors' predecessors-in-

Jayanti Kumar Saha
 Jayanti Kumar Saha

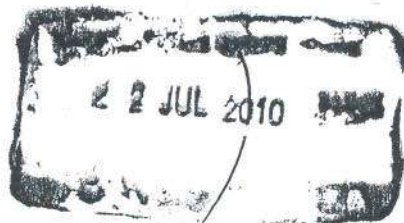
Agg.

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Saha

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title for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

- vii) That the said Premises and the properties appurtenant thereto 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.
- viii) That no declaration has been made or published for acquisition or requisition of the said Premises and the properties appurtenant thereto or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Premises and the properties appurtenant thereto or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever.
- ix) 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 Premises and the properties appurtenant thereto or any part thereof;
- x) That there is no order restraining the Vendors from selling conveying or transferring the said Premises and the properties appurtenant thereto;
- xi) That 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 Premises and the properties appurtenant thereto and/or their respective undivided shares therein.
- xii) That the Vendors have not transferred and/or entered into any agreement for transfer by way of sale, lease or otherwise the said Premises and the properties appurtenant thereto or any part thereof or any undivided share therein.
- xiii) That the said Premises and the properties appurtenant thereto 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

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Soma Saha

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Kumar

Sandana

Jayanta Kumar Saha
Ganga Rani Saha



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 affected by any right of way water light support drainage or any other easement with any other property.
- xv) That the said Premises and the properties appurtenant thereto never ever vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;
- xvi) That there is no legal bar or impediment or any other difficulty in the Vendors conveying the said Premises and the properties appurtenant thereto in favour of the Purchaser;
- P. The Vendors have agreed to sell convey and transfer the said Premises and the properties appurtenant thereto to the Purchaser and the Purchaser relying on amongst others the representations declarations and assurances made and/or given by the Vendors from time to time, including those contained herein, and believing the same to be true and correct and acting on faith thereof has agreed to purchase the same absolutely and forever free from all encumbrances and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the entirety of the said Premises at or for the total consideration of Rs. 5,70,00,000/- (Rupees Five crores seventy lacs) only.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs. 5,70,00,000/- (Rupees Five crores seventy lacs)** only of the lawful money of the Union of India in hand and well and truly by the Purchaser 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 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 Purchaser 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 indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** the said Premises and the properties

Jaya Rami Saha

Jayanki Kuni Saha

AP:

Sona Saha

Santamu Kumar Saha



22 JUL 2010

appurtenant thereto described in the **Schedule** hereunder written, being the piece or parcel of revenue redeemed land containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square Feet (equivalent to 1165 Square Meters) more or less, with dwelling houses and structures thereat measuring 2800 Square Feet more or less, and a tank/ water body admeasuring 932 sft. and all situate lying at and being Municipal Premises No.163B Manicktala Main Road (formerly being a divided and demarcated portion of Premises No.163 Manicktala Main Road), Police Station-Manicktala, Kolkata-700054 (comprised in Holding No.53/68, Division 2, Sub-Division 5, Dihi Panchannagram, in Mouza-Sheoratala Village), Sub-Registration office Sealdah, within Ward No.32 of the Kolkata Municipal Corporation **Together With** 1/3rd (one-third) undivided ownership share right title and interest in the 8' (eight feet) wide passage, carved out of the erstwhile Premises No.163 Manicktala Main Road, and running from North to South and containing an area of 01 Cottah 08 Chittacks more or less **AND** all the entire ownership share rights title interest of the Vendors and each of them into or upon the said Premises and the said Passage all rights benefits advantages appurtenances and appendages connected and/or attributable thereto **TOGETHER WITH** all easements quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Premises **and** the full and free and unfettered and uninterrupted rights and liberties (including the right of easements and of ingress and egress and also the right of access, way, flow and passage of electricity, water, telephone, gas, waste, soil etc. through pipes drains wires conduits etc.) to the Purchasers and all persons authorised by the Purchasers at all times hereafter by day or night to pass and repass to or from the said Premises along over or under the said Passage, in common with the other persons lawfully entitled to the user thereof, with or without men materials and vehicles of any description for all purposes connected with the beneficial use and enjoyment of the said Premises and for all lawful purposes **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 water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Premises and the properties appurtenant thereto 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** 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 and each of them 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 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

Gagan Rami Saha

Jayanti Karmakar

Signature

Soma Saha

Saha

Kumar

Santani



properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be 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 or any of them can or may procure the same without any action or suit **TO HAVE AND TO HOLD** 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 absolutely and forever free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters leases tenancies thika tenancies occupancy rights claims demands acquisition requisition alignment and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the entirety of the said Premises (except the three dwelling houses) lying situate on the North western side of the said premises which are in unlawful possession of trespassers)

II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors done committed executed or knowingly permitted or suffered to the contrary the Vendors 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 have 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;

Jaya Rani Saha

Jayanti Kumari Saha

Ag.

Santamu Kumari Saha

Santamu Kumari Saha