AND WHEREAS after purchasing the aforesaid property said Sri Bhupati Mohan Banerjee alias Bandopadhyay became the absolute owner and constructed a building thereon and which said Sri Bhupati Mohan Banerjee alias Bandopadhyay while in possession of the aforesaid property sold and transferred more or less 4 Cottah 4 Chittacks vacant land and remain the owner of land measuring an area 4 Cottahs 4 Chittacks alongwith building standing thereon and executed an Will dated 20/07/1988.

AND WHEREAS thereafter said Sri Bhupati Mohan Banerjee alias Bandopadhyay died on 10/03/1992 and after demise of said Sri Bhupati Mohan Banerjee alias Bandopadhyay, Arunuday Bandopadhyay, being the Executor of the aforesaid Will filed necessary Probate Petition being Misc. Case No. 368 of 1995 before the District Judge North 24 Parganas, Barasat and the aforesaid Probate was granted by the District Judge North 24 Parganas, Barasat on 19/05/1999 and as per the aforesaid Probate the Vendor obtained

a

M/S. KAJAL SAMADDAR

Proprietor

P.T.O.

an area of vacant land including passage share measuring about 562 Sq.ft.

AND WHEREAS the Vendor herein above for urgently in need of money decided to sell the under schedule property and declared to sell the same verbally as a result of which the Purchaser herein offered the price of Rs. 1,00,000/- (Rupees One Lakh) only more fully described in the schedule below and when this was prevailed as the highest price in the market and the vendor gladly accepted the same.

## NOW THIS DEED WITHNESSETH AS FOLLOWS:-

That in pursuance of the said acceptance of the Purchaser's offer and in consideration of Rs. 1,00,000/- (Rupees One Lakh)

Light Thousand) only of lawful money of Union of India paid by the PURCHASER to the VENDOR simultaneously with the

- HR

M/S. KAJAL SAMADDAR

Proprietor

P.T.O.

madi Neag Baury

receipt whereof the said vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and discharge the said purchaser, his heirs, executors, administrators, representatives and assigns and every one of them and also the said property) the said vendors as absolute owner do hereby grant, convey, sell, transfer, assigns and assure unto and to the use of the Purchaser, his heirs, executors, administrators, representatives, and assigns free from all encumbrances, attachments and other defects in title ALL THAT the schedule property shown delineated by the RED border mark in the annexed plan privileges, easements whatsoever to the said property described in the Schedule below and all the estate, right, title, interest, claim and demand whatsoever of the Vendor into and upon the same and every part thereof in law and equity TOGETHER UPON AND TO HAVE HOLD OWN and possess the same unto and to the use of the purchaser his heirs, executors administrators, assigns absolutely and forever and free





from all encumbrances together with title deeds, writings and other evidence of title and the Vendor doth hereby for themselves, his heirs, executors, representatives, administrators and assigns covenant with the purchaser his heirs, executors, administrators and assigns that NOTWITHSTANDING any acts, deeds, matter or thing whatsoever by the said Vendors heretofore done or executed or knowingly suffered to the contrary the said Vendor was now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the schedule property hereby granted free from any encumbrances, attachments defects in title whatsoever and that the Vendor has fully power and absolute authority to sell the said property in manner aforesaid AND that the said purchaser shall and may at all times hereafter in has or otherwise without any claim or demand whatsoever from the Vendor or any person claiming through or under them AND further that the Vendor his heirs, executors, administrators and assigns save harmless indemnify and



