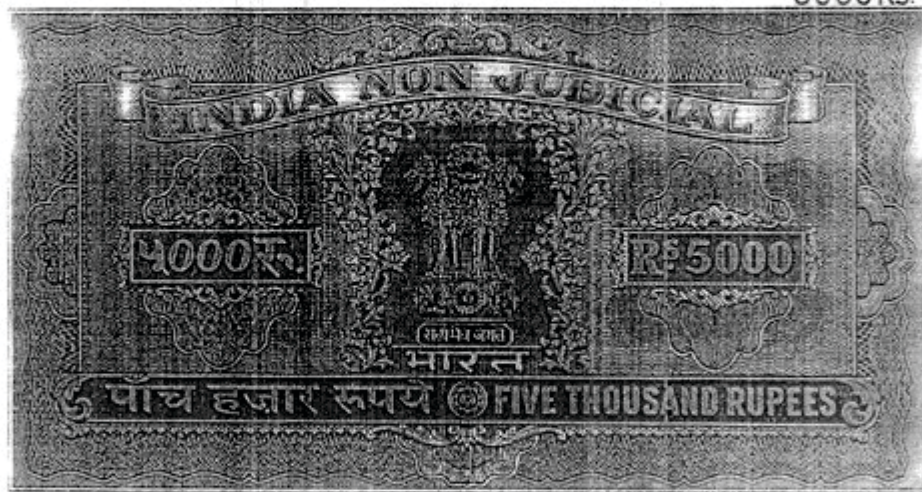


5000Rs.



[15]

and the sale herein is being made subject to the said occupancies.

- H. All the constructions shown in the map or plan annexed hereto including the dwelling houses, out houses, sheds etc. were constructed before 1960.
- I. By and under an agreement recorded in a letter dated 21st December, 1987 the Vendor herein agreed to sell to one R.S. Sharma and/or his nominee/nominees the

... /16

5000Rs.



[16]

said property at or for a total consideration of Rs.9,00,000/= (Rupees nine lacs only). The said R.S. Sharma paid to the Vendor herein a sum of Rs.1,50,000/= by way of Earnest Money and/or in part payment of the said sum of Rs.9,00,000/=.

- J. In terms of the aforesaid Agreement dated 21st December, 1987 the said R.S.Sharma has nominated the Purchaser herein in his place and stead to purchase the said property from the Vendor herein on the same

... /17

5000Rs.



[17]

terms and conditions. The Vendor has accepted the nomination of the Purchaser herein in the place and stead of the said R.S. Sharma and it was agreed by and between the parties hereto and the said R.S. Sharma that the said sum of Rs.1,50,000/- paid by the said R.S. Sharma to the Vendor herein shall be treated as Earnest Money and/or part payment paid by the Purchaser herein to the Vendor inasmuch as the Purchaser has already reimbursed the said sum of

... /18

5000Rs



[18]

Rs.1,50,000/= to the said R.S. Sharma.

K. Inasmuch as the Vendor herein was also the sole executrix under the said Will dated 18th August, 1961 she is executing this Deed in her said capacity of the Sole ^{Executrix} ~~Beneficiary~~ also by becoming the Confirming Party and so as not to leave any right title or interest in the said property in favour of Smt. Shubhra Chakravarti in her any capacity whatsoever

Shubhra Chakravarti

... /19

5000Rs



[19]

and/or in favour of her heirs, executors, administrators, legal representatives, assigns and/or successors in interest.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the said earnest money and/or part payment of Rs.1,50,000/- (Rupees one lac fifty thousand only) paid by the Purchaser to the Vendor and in further consideration of the balance sum of Rs.7,50,000/-

... /20



[20]

(Rupees seven lacs fifty thousand only) together aggregating Rs.9,00,000/- (Rupees nine lacs only) being the full consideration money paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby for ever acquit release and discharge the Purchaser as well as the said property hereby transferred and conveyed) the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure and the

... /21

5000Rs



[21]

Confirming Party doth hereby consent to and/or confirm the same unto the Purchaser absolutely and for ever free from all encumbrances, charges, liens, claims, demands, liabilities, trusts, mortgages, prohibitions, restrictions, acquisitions, requisitions, attachments, executions, easements and lis pendens whatsoever subject however to the said occupancies ALL THAT piece or parcel of land measuring about 1 Bigha 10 Cottahs be the same a little more or less together with two dwelling houses, out houses, sheds and other structures constructed thereon or on portions thereon lying situate at and being premises No. 10, Convent Lane, Calcutta,

... /22

5000Rs.



[22]

more particularly and fully described in the Schedule here-
under written and shown delineated in GREEN border in the
map or plan annexed hereto and hereinafter referred to as
"the said property" OR HOWSOEVER OTHERWISE the said property
messuages tenements land hereditaments and premises or any
part or portion thereof now is or are or at any time or
times heretofore was or were situated butted and bounded
called known numbered described or distinguished TOGETHER
WITH all benefits and advantages of ancient and other lights,

... /23

5000Rs

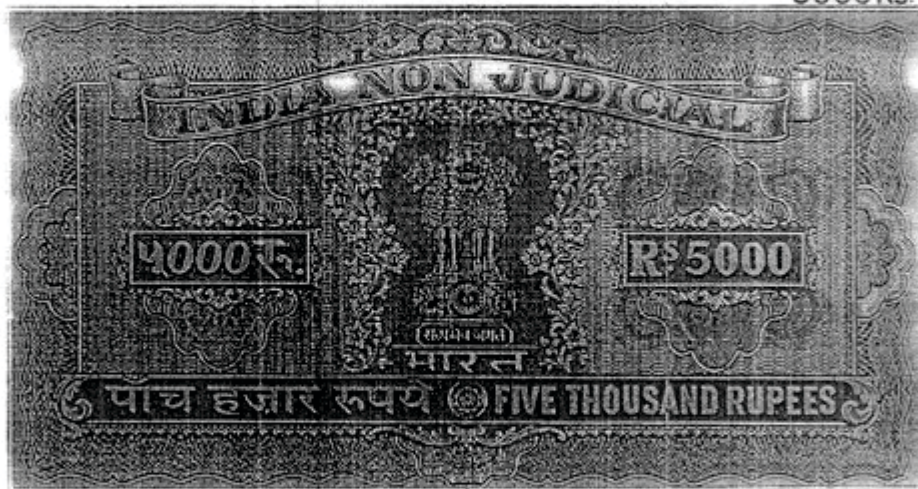


[23]

all yards, court yards, areas, sewers, drains, ways, water, water courses, ditches, fences, paths AND all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property messuages tenements land hereditaments and premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders AND rents issues and profits

... /24

5000Rs.



[24]

of the said property messuages tenements land hereditaments and premises and of any and every part thereof AND all the legal incidences thereof, AND all the estate right title interest inheritance possession use trust property claim and demands whatsoever both at law and equity of the Vendor in to and upon and in respect of the said property messuages tenements land hereditaments and premises or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or

... /25

5000Rs.



[25]

concern the said property messuages tenements land hereditaments and premises or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property messuages tenements land hereditaments and premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and for ever free from all

... /26

5000Rs.



[26]

encumbrances, mortgages, leases, tenancies, licences, charges, liens, executions, easements, lis pendens, attachments, acquisitions, requisitions, trusts, claims, demands, restrictions, prohibitions and liabilities whatsoever (subject however to the said occupancies) AND the Vendor doth hereby covenant with the Purchaser that the Vendor is absolutely and lawfully seised and possessed of or otherwise well and sufficiently entitled to the said property messuages tenements land hereditaments and premises and every part thereof free from all encumbrances and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchaser that the Vendor has not at any time heretofore done or

... /27

5000Rs.



[27]

executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said property messuages tenements land hereditaments and premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof are is can or may be affected encumbered in title estate or otherwise or by reason whereof it may or can be prevented from granting selling conveying assigning and assuring the said property messuages tenements land hereditaments and premises or any part thereof in the manner

... /28

5000Rs.



[28]

aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is lawfully rightfully and absolutely seised and possessed of and/or otherwise well and sufficiently entitled to the said property messuages tenements land hereditaments and premises hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever

... /29

5000Rs.



[29]

to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor has now in herself good right and full and absolute power to grant sell convey transfer and assure the said property messuages tenements land hereditaments and premises hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property messuages tenements land hereditaments and premises and receive

... /30.

5000Rs



[30]

and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of her predecessors in title or any of them AND that the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all

... /31