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DEED OF CONVEYANCE

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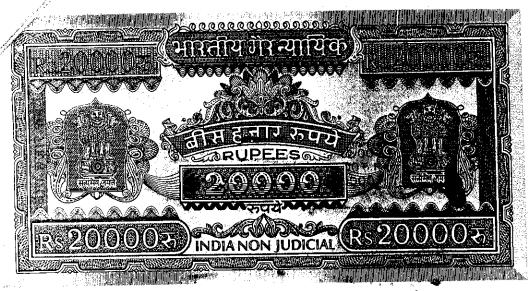
1. REHANA GAZI, wife of Aptabuddin Gazi, by Religion Muslim,

by Nationality - Indian, by Occupation - Housewife, residing at Kabi Nazrul Sarani, P.S. Baruipur, District South 24 Parganas, 2. RIZIA KHAN, wife of Rejaul Islam Khan, by Religion Muslim, by Nationality - Indian, by Occupation - Housewife, residing at Khodar Bazar, Kabi Nazrul Sarani, P.S. Baruipur, District South 24 Parganas, hereinafter called and referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective

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heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**.

#### <u>AND</u>

HUPSON TANNERY LTD. a limited Company incorporated under the meaning of Indian Companies Act., 1956, represented by its Director MR. ROBERT LEE, son of Late F. C. Lee, having its Office at 89/1, Matheswartala Road, P.S. Tiljala, Kolkata -700046, hereinafter called and referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its directors,

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successors-in-office, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS One Azehar Ali Khan, son of Late Gulam Hossain
Khan of Baruipur (Balban), P.O. & P.S. Baruipur, District South 24
Parganas purchased a plot of land measuring about 14 decimals
lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71,
comprising in C.S. Khatian No. 4742, R.S. Khatian No. 7001,
appertaining to Dag No. 13928, District South 24 Parganas, by
way of Deed of Conveyance dated 7/05/1984 and recorded in
Book No.I, Being No. 2798 for the year 1984.

AND WHEREAS the said Azehar Ali Khan got also piece and parcel land measuring about 52 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in C.S. Khatian No. 4742, R.S. Khatian No. 7001, appertaining to Dag No. 13920, District South 24 Parganas, by way registered Deed of Partition dated 5/01/1989 and recorded in Book No.I, Being No. 57 for the year 1989.

AND WHEREAS the said Azehar Ali Khan was that aforesaid two deeds became the absolute owner of the land measuring about 66 decimals lying and situate at Mouza - Baruipur, J.L. No. 31,

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R.S. No. 71, comprising in C.S. Khatian No. 4742, R.S. Khatian No. 7001, appertaining to Dag No. 13920 & 13928, District South 24 Parganas.

and possessed of the aforesaid land sold, transferred and conveyed ALL THAT piece and parcel of land measuring about 66 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in C.S. Khatian No. 4742, R.S. Khatian No. 7001, appertaining to Dag No. 13920 & 13928, District South 24 Parganas, by way of Deed of Conveyance dated 27/03/2006 which was duly registered in the Office of A.D.S.R. at Baruipur and recorded in Book No.I, Being No. 2367 for the year 2006, unto and in favour of the Present Vendors Rehana Gazi and Rizia Khan herein.

AND WHEREAS One Daviruddin Molla was a recorded and absolute owner of land measuring 1.15 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in C.S. Khatian No. 2813, R.S. Khatian No. 5103, appertaining to Dag No. 13929/18023 & 13921, District South 24 Parganas.

AND WHEREAS the said Daviruddin Molla was while seized and possessed of the aforesaid land sold, transferred and

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conveyed the land measuring about 1.15 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in C.S. Khatian No. 2813, R.S. Khatian No. 5103, appertaining to Dag No. 13929/18023 & 13921, District South 24 Parganas, by way of Deed of Conveyance dated 23/03/1956 and recorded in Book No.I, Being No. 1727 for the year 1956 unto and in favour of Sri Nibas Das.

AND WHEREAS the said Sri Nibas Das was while enjoying the said property and recorded his name before the record Revisional Settlement and finally published his name in the Record of Revisional Settlement under Khatian No. 5103.

AND WHEREAS after recorded his name in the record of Revisional Settlement the said Sri Nibas Das was enjoying the said property withou any future dispute he executed a Deed of Partition dated 31/03/1983 of the said property in favour of his two sons namely Palan Chandra Das and Gopal Das and the said registered Deed of Partition recorded in Book No.I, Being No. 2158 for the year 1983.

AND WHEREAS the said Deed of Partition dated 31/03/1983 the said Palan Chandra Das, One of the Party of the said Partition

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Deed got a piece and parcel of the land measuring about 29 decimals out of 94 decimals comprising in Dag No. 13929/18023 and land measuring about 21 decimals comprising in Dag No. 13921, that aforesaid two Dags total land measuring about 50 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, in the District South 24 Parganas.

AND WHEREAS the said Palan Chandra Das was while seized and possessed of the said property sold, transferred and conveyed ALL THAT piece and parcel of the land measuring about 29 decimals out of 94 decimals comprising in Dag No. 13929/18023 and land measuring about 21 decimals comprising in Dag No. 13921, that aforesaid two Dags total land measuring about 50 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in C.S. Khatian No. 2813, R.S. Khatian No. 5103, in the District South 24 Parganas, by way of Deed of Conveyance dated 30.08.2006 which was registered in the Office of A.D.S.R. at Baruipur and recorded in Book No.I, Volume No. 52, Pages 54 to 62, Being No. 2380 for the year 2006, unto and in favour of the Present Vendors Rehana Gazi and Rezia Khan herein.

AND WHEREAS One Padamabala Dasi was absolute and recorded owner of the land measuring about 27 decimals lying

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and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in Khatian No. 48, appertaining to Dag No. 13922, in the District South 24 Parganas without any disturbances, interferences, free from all encumbrances.

AND WHEREAS the said Padamabala Dasi was while seized and possessed of the said property sold, transferred and conveyed all that piece and parcel of the land measuring about 27 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in Khatian No. 48, appertaining to Dag No. 13922, in the District South 24 Parganas, by way of registered Deed of Conveyance dated 9/05/1968 unto and in favour of Gopalmoni Dasi.

and possessed of the said property sold, transferred and conveyed all that piece and parcel of the land measuring about 27 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in Khatian No. 48, appertaining to Dag No. 13922, in the District South 24 Parganas, by way of registered Deed of Conveyance dated 1/08/1979 and recorded in Book No.I, Being No. 5367 for the year 1979, unto and in favour of Panchu Gopal Das of Madarahat, P.S. Baruipur, District South 24 Parganas.

AND WHEREAS the said Panchu Gopal Das of Madarahat, P.S. Baruipur, District South 24 Parganas was while seized and possessed of the said property sold, transferred and conveyed all that piece and parcel of the land measuring about 27 decimals lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, comprising in Khatian No. 48, appertaining to Dag No. 13922, in the District South 24 Parganas, by way of registered Deed of Conveyance dated 29/08/2006 which was duly registered in the A.D.S.R. Baruipur and recorded in Book No.I, Volume No. 51, Pages 384 to 390, Being No. 2372 for the year 2006, unto and in favour of the Present Vendors Rehana Gazi and Rezia Khan herein.

the said Rehana Gazi and Rezia Khan are become absolute owners and seized and possessed of or otherwise well and sufficiently entitled to the land measuring about ALL THAT piece and parcel of the land measuring about 66 decimals comprising C.S. Khatian No. 4742, R.S. Khatian No. 7001, appertaining to Dag Nos. 13920 & 13928, land measuring about 50 decimals comprising in C.S. Khatian No. 2813, R.S. Khatian No. 5103, appertaining to Dag Nos. 13929/18023 & 13921 and land measuring about 27 decimals comprising in Khatian No. 48, appertaining to Dag No.

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13922, that aforesaid Khatians and Dags total land measuring about 1.43 acres be the same a little more or less lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, District Collectorate Touzi No. 250, in the District South 24 Parganas and the said Rehana Gazi and Rezia Khan are enjoyin the same without any disturbances, interefereces, free from all encumbrances.

AND WHEREAS due to urgent need of cash money the Vendors offered to sale ALL THAT piece and parcel of the land measuring about 66 decimals comprising C.S. Khatian No. 4742, R.S. Khatian No. 7001, appertaining to Dag Nos. 13920 & 13928, land measuring about 50 decimals comprising in C.S. Khatian No. 2813, R.S. Khatian No. 5103, appertaining to Dag Nos. 13929/18023 & 13921 and land measuring about 27 decimals comprising in Khatian No. 48, appertaining to Dag No. 13922, that aforesaid Khatians and Dags total land measuring about 1.43 acres be the same a little more or less lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, District Collectorate Touzi No. 250, in the District South 24 Parganas, within the jurisdiction of Madarat Gram Panchayet under P.S. Baruipur along with right to use of common passage and road adjacent to land of the said property, morefully described in the Schedule written hereunder and hereinafter

referred to as the said property at or for a total consideration price of Rs.9,00,000/- (Rupees Nine Lakhs) only and the Purchaser being informed the same and being satisfied by inspecting the papers and documents relating to said property expressed his intention to purchase the same for a total consideration as fixed by the Vendors. Accordingly the Vendors herein doth accepted the offer of the Purchaser herein.

## NOW THIS INDENTURE WITNESSETH as follows : -

That in pursuance of the above said agreement offer and acceptance and in consideration of the said total sum of Rs.9,00,000/- (Rupees Nine Lakhs) only being the true and lawful money of the Union of India, paid by the Purchaser to the Vendors on or before execution of these presents (the receipt whereof the Vendors hereby admit and acknowledge as per Memo of Consideration written hereunder) towards the total consideration price of the landed property as set out in the Schedule hereunder, the Vendors herein doth hereby acquit, release, exonerate and discharge forever the Purchaser and also the said property hereby sold, conveyed and transferred the Vendors as beneficial owner doth by these presents, indefeasibly grant, sell, convey and transfer and assign and assure unto the Purchaser free from all

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encumbrances, attachments and other defects in title ALL THAT piece and parcel of the land measuring about 66 decimals comprising C.S. Khatian No. 4742, R.S. Khatian No. 7001, appertaining to Dag Nos. 13920 & 13928, land measuring about 50 decimals comprising in C.S. Khatian No. 2813, R.S. Khatian No. 5103, appertaining to Dag Nos. 13929/18023 & 13921 and land measuring about 27 decimals comprising in Khatian No. 48, appertaining to Dag No. 13922, that aforesaid Khatians and Dags total land measuring about 1.43 acres be the same a little more or less lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, District Collectorate Touzi No. 250, in the District South 24 Parganas, within the jurisdiction of Madarat Gram Panchayet under P.S. Baruipur along with right to use of common passage and road adjacent to land of the said property, morefully described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said property now is or are or hereto before was or were situated, called, known, numbered or distinguished TOGETHER WITH all easements right of common passage/ways attached thereto for free ingress and egress and for obtaining all civic amenities, sewers, drains, water, water course and benefits and advantages of ancient and other rights, light/electricity, liberties, easements, privileges,

appendages, appurtenances, benefits and advantages whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof **TOGETHER WITH FURTHER MORE** all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property or every part thereof AND ALL deeds, pattahs, muniments, writings and evidences of title which in anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors, their heirs, executors, administrators or representatives or any person or persons from whom she or they can or may procure the same without action or suit at law or in equity **TO ENTER INTO** AND HAVE HOLD OWN POSSESS AND ENJOY the said and Schedule below mentioned property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and to the use of the Purchaser, its directors, administrators,

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representatives and assigns for ever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, liens, charges, attachments, demands, lispendens whatsoever created or suffered by the Vendors from to these presents.

# THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows: -

THAT NOTWITHSTANDING any act, deed, thing, matters whatsoever by the Vendors made done or executed or knowingly suffered to the contrary the Vendors had at all material times hereto before and now has good right full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended 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 same property and every part thereof and pay the rents and taxes to the Collector, 24-Parganas South, for the estate of West Bengal, Panchayet/Municipality, the Kolkata Municipal Corporation and B.L.R.O., upon getting the name of the

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Purchaser mutated therein and receive the rents, issues and profits thereof and without any lawful eviction and interruption disturbances claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for her or any of her predecessors in title AND THAT free and clear and freely and clearly absolutely, acquitted, exonerated or released or otherwise by and at the cost and expenses of the Vendors well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments an encumbrances whatsoever made or suffered by the Vendors or any of his ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for his the Vendors or from or under any of his predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall

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or may be reasonably required <u>AND FURTHER MORE THAT</u> the Vendors shall at all times indemnify and keep indemnified the Purchaser.

#### -:: SCHEDULE ABOVE REFERRED TO :: -

ALL THAT piece and parcel of the land measuring about 66 decimals comprising C.S. Khatian No. 4742, R.S. Khatian No. 7001, appertaining to Dag Nos. 13920 & 13928, land measuring about 50 decimals comprising in C.S. Khatian No. 2813, R.S. Khatian No. 5103, appertaining to Dag Nos. 13929/18023 & 13921 and land measuring about 27 decimals comprising in Khatian No. 48, appertaining to Dag No. 13922, that aforesaid Khatians and Dags total land measuring about 1.43 acres be the same a little more or less lying and situate at Mouza - Baruipur, J.L. No. 31, R.S. No. 71, District Collectorate Touzi No. 250, in the District South 24 Parganas, within the jurisdiction of Madarat Gram Panchayet under P.S. Baruipur along with right to use of common passage and road adjacent to land of the said property and for which the reasonable rents and taxes is paid to the Collector, 24-Parganas, Govt. of West Bengal. The said land is delineated in the plan demarcated by **RED** border lines which forms to be the part and parcel of this document and the same is butted and bounded as follows: -

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On the North :- By

On the South :- By

On the East :- By

On the West :- By

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and seals on this the day, month and year first above written.

### SIGNED, SEALED & DELIVERED

in the presence of :

#### <u>WITNESSES</u>:-

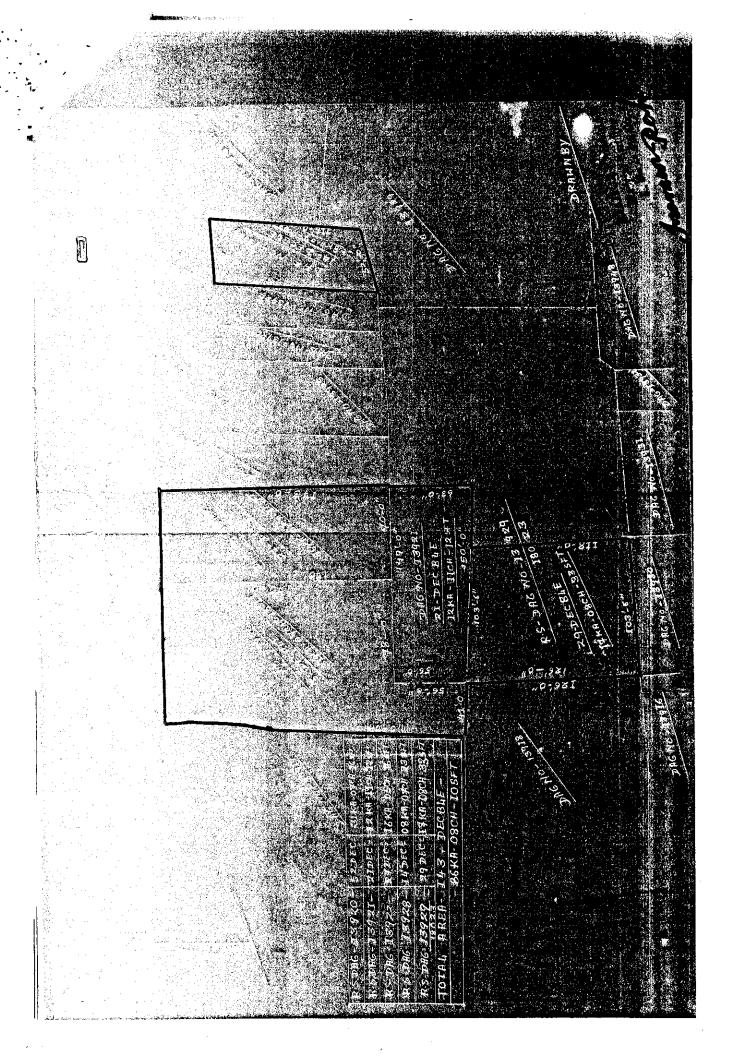
1) Inamur Rahaman Vill+P.O-Madarat PS-Barraifur Dest-24 pgs(3)

2) Refaul Islam Bhan Khozlandopan, Kabi Nozon Sarane, Basulpur, Kol-144

> Rebara crazi Rezia Khan

SIGNATURE OF THE VENDORS

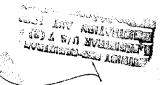
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- :: <u>MEMO OF CONSIDERATION</u> :: -

RECEIVED the afore mentioned sum of Rs. 9.00,0004 (Rupees Nine Lakhs) only from the above mentioned Furchaser in the following manner:



Rs.9,00,000/-

(Rupees Nine Lakhs Only)

#### WITNESSES:

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1) Inamur Rahaman Vill+ P.o- Madarat P-S- Barcupur Dist- 24 Pgs(5) Rehavior Grozza Rizia Khan

SIGNATURE OF THE VENDORS

2) Rejond Islam Ichan Krozlar bezar Kab, Nozone Serane

Basil fret, Kolkate - 144

Drafted by me :

of Ofen

Advocate

Alipore Police Court,
Kolkata - 700 027.
Computer Printed at:
RAMTHAKUR COMPUTER & XEROX,
Alipore Police Court,
Kolkata - 700 027.
By:

Kuntal Mukherjee

