

01167/16

09525 CP-187 100Rs.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL 100+328080 00AA 218777



M.O 2,57,567/-
১৩
৭৭

Explained
8/6/15
8080
12/5

SBI
Cheque No. 029216 dt. 18/9
for Rs. 4380.00 has been paid on
deficit syamp duly u/s 41.

Deficit "A" Fees No. 799.00
..... Subsequently realised
on SBI Cheque no. dt. 20/9

THIS DEED OF CONVEYANCE

Made this the 21st day of February

TWO THOUSAND AND SIX A.D.

BETWEEN

(1) **UZUR ALI GAZI** son of Late Rasul Gazi; AND

(2) **MONCHARA BIBI** wife of Mochabar Choudhury;

both residing at Village & P. O. Chandpur, P. S. Rajarhat,

Registration under new 61 duty stamp
Act. 1899
by W. Bengal.
Schedule IA. No. 23,58
Date 22/9/15
A-1496-
E-
55-
25-
4-
1587-
Sale + Agal
1,36,125-
A-1496
E-
55-
25-
4-
1587

20/9/06

19729

- 4 MAY 2005

1245pm
21st Feb 05

By Nijir Ali Gargi, and the Executors

2156

Sold To...
Add...
No. 108

KANODIA & CO.
Solicitors & Advocates
OLD POST OFFICE STREET
CALCUTTA-700 001

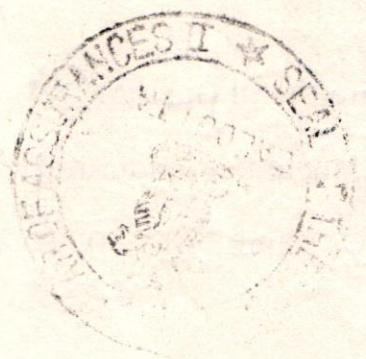
A. S. VASUDEVAN
MUN. COMMISSIONER

ADDL Registrar of Assurances
Kolkata, 21/2/06

2157

Nijir Ali Gargi s/o Lt Ragul Gargi
Monchara Biki Mo Chhabar Choudhury
b/w of vill + P.O. Chandelpur, P.S. Rajarhat,
2489 (w)

2158



Chittaranjan Naskar
s/o - Horachand Naskar
vill + P.O. Shikharpur
Service

Chittaranjan Naskar
s/o Horachand Naskar
vill + P.O. Shikharpur
Service

ADDL Registrar of Assurances
Kolkata, 21/2/06

North 24 Parganas, hereinafter jointly referred to as the **"VENDORS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, representatives, administrators and assigns) of the *ONE PART*;

AND

STONE MERCANTILES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at No. 171/1, Block - B, Bangur Avenue, Kolkata - 700 055 hereinafter referred to as the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors in interest and assigns) of the *OTHER PART*;

WHEREAS:

- A. The Vendors herein have held out and represented to the Purchaser as follows:
- (i) At all material times, one Rasul Gazi alias Gulam Rasul Gazi was the absolute and recorded owner in respect of various pieces and parcels of land in Mouza Chandpur Chappgachi, North 24 Parganas vide Khatian No. 633;
 - (ii) The said Gulam Rasul Gazi died intestate leaving behind three legal heirs being the Uzir Ali Gazi (Vendor No. 1 herein), Mujit Ali Gazi as his sons and Mochar Bibi (Vendor No. 2 herein) as his daughter being entitled to to his estate;



Addl Registrar of Assurances
Kolkata.

- (iii) The Chandpur Gram Panchayat has by its Certificate dated 4th October, 2005 has inter alia declared that the Vendors herein and the said Mujit Ali Gazi are the only legal heirs of the said Gulam Rasul Gazi, since deceased. A copy of the said Certificate dated 4th October, 2005 is annexed hereto and marked as **"Annexure A"**;
 - (iv) Upon the intestate death of the said Gulam Rasul Gazi, by operation of law the Vendors herein jointly with the said Mujit Ali Gazi became the absolute owners or otherwise sufficiently entitled to the estate of the said late Gulam Rasul Gazi including an area of land measuring about 15 Satak comprised in or forming part of Dag No. 1979 in Mouza Chandpur Chappagachi under Chandpur Gram Panchayat in the district of North 24 Parganas.
 - (v) By an amicable oral partition the legal heirs of the said late Gulam Rasul Gazi divided the entire estate among themselves and possession of the respective shares were delivered;
 - (vi) In pursuance to the aforesaid oral partition, the Vendors herein amongst others were jointly allotted and thus became owners or otherwise sufficiently entitled to ALL THAT the piece and parcel of land measuring about 9 Satak be the same a little more or less comprised in or forming part of Dag No. 1979 vide Khatian No. 633 in Mouza Chandpur Chappagachi under Chandpur Gram Panchayat P. S. Rajarhat in the District of 24 Parganas (North) (hereinafter referred to as the said land) which is more fully mentioned and described in the Schedule written hereunder;
 - (vii) The Vendors have not applied for mutation of their names in respect of the said land and the said land is still mutated vide Khatian No. 633 of the said Gulam Rasul Gazi, since deceased;
 - (viii) The said land is free from all encumbrances whatsoever and howsoever and that the said land is an absolute khas vacant peaceful and actual possession of the Vendors.
- *****
- B. The Vendors have negotiated with the purchaser herein for sale of the said land and have agreed to sell transfer convey assure

and assign unto and in favour of the purchaser the said land for the consideration and on the terms and conditions mutually agreed upon by the parties hereto;

- C. The purchaser has at or before execution of this indenture paid to the vendors the entire amount of the said mutually agreed consideration and has called upon the vendors to grant this conveyance in its favour.

NOW THIS INDENTURE WITNESSETH as

follows:

- I. Relying on the aforesaid representations and assurances amongst others made by the Vendors and in pursuance of the said agreement made thereafter between the Vendors and the Purchaser and in consideration of a sum of Rs. 1,36,125/- (Rupees One Lac Thirty Six Thousand One Hundred & Twenty Five) only paid to the Vendors by the Purchaser at or before the execution of these presents as per Memo of Consideration described hereunder, the receipt whereof the Vendors do and each one of them doth hereby as also by the receipt hereunder granted admit and acknowledge and of and from payment of the same and every part thereof hereby acquit, release and forever discharge the Purchaser and the said land hereby sold or so intended to be. The Vendors do and each one of them doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser absolutely and forever free from all encumbrances, charges, claims, demands, liens,

trusts, mortgages, lispendens, attachments, acquisitions and/or requisition the said land being ALL THAT the piece and parcel of land measuring about 9.00 (Nine) Satak be the same a little more or less comprised in or forming part of Dag No. 1979 recorded vide Khatian No633 J. L. No. 48 Touzi No. 10 within Chandpur Gram Panchayat in Mouza Chandpur Chappagachi in the district of 24 Pargannas (North) more fully mentioned and described in the schedule hereunder written with all ownership rights to own possess use and enjoy AND ALSO TOGETHER WITH all easements or quasi-easements and other similar rights for the beneficial use and enjoyment of the said land TO HAVE AND TO HOLD the said land and every part thereof more fully mentioned and described in the schedule written hereunder absolutely and forever without any hindrance, interruption, disturbance, claim or demand whatsoever from the Vendors or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from under through or in trust for the Vendors.

- II. AND THAT the Vendors covenant that the interest which the Vendors profess to transfer, subsists and that the Vendors have good and marketable title, full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the said land in the manner aforesaid.
- III. AND THAT the said land hereby transferred is free from all encumbrances, claims, demands, charges, mortgages,

trusts, attachments, liens, lispendens, acquisitions or notice of acquisition and/or requisition whatsoever and howsoever made or suffered by the Vendors or their predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.

- IV. AND THAT the Vendors do and each one of them doth hereby declare that the said land is under their own direct cultivation and that there is no Bargadar or Bhag Chasi in the said land.
- V. AND THAT the Vendors do and each one of them doth hereby indemnify and covenant to keep indemnified the Purchaser from and against all rights, titles, interests, liens, charges and encumbrances whatsoever made, done, executed or occasioned or suffered by the Vendors.
- VI. AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said land and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever.
- VII. AND THAT the Vendors and all persons lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land or any part thereof from, through, under or in trust for the Vendors shall and will from time to time and at

all times hereafter at the request of the Purchaser make, do, acknowledge and execute or cause to be done, made, acknowledged and executed all such further and other acts, deeds, matters, things and assuring the said land hereby sold, conveyed, assigned and assured and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as shall or may be reasonably be required by the Purchaser.

VIII. AND THAT all the rates, taxes and other outgoings in respect of the said land have been paid by the Vendors till the date hereof and the Vendors hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.

IX. AND THAT the Vendors has assured that they had offered the said land to the contiguous owners of the said plot of land and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the purchaser herein for the sale and transfer of the said land. The Vendors do and each one of them doth hereby further indemnify and covenant to keep indemnified the Purchaser herein against any claims, demands, injury, lispens or any other harmful action against the Purchaser by any person claiming his right on the said land.

X. AND THAT THE Vendors have at or before execution of these presents put the purchaser in peaceful vacant khas physical uninterrupted possession of the said land.

THE SCHEDULE above referred to

ALL THAT the piece and parcel of recorded area of Sali land measuring **9.00 Satak** be the same a little more or less comprised in Dag No. 1979 recorded vide Khatian No. 633 lying and situated within Chandpur Gram Panchayat in Mouza Chandpur Chappagachi P. S. Rajarhat in the district of 24 Parganas (North) or howsoever otherwise the same are is was or were heretofore butted bounded known numbered described called or distinguished.

IN WITNESS WHEREOF the Vendors hereto have put and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND
DELIVERED by the within
named Vendors at Kolkata in
presence of:

Handwritten signature in Bengali script.



Handwritten signature in Bengali script.

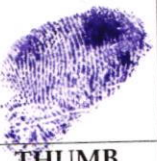
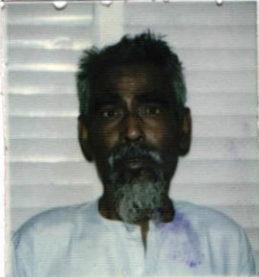
Handwritten signature in Bengali script.

Handwritten signature in Bengali script.

Handwritten signature in Bengali script.

Sl. No.	Signature of the executants / purchasers / Presentants
---------	--

SPECIMEN FORM FOR TEN FINGER PRINTS

1.		 LITTLE	 RING	 MIDDLE	 FORE	 THUMB
		LEFT HAND				
		 THUMB	 FORE	 MIDDLE	 RING	 LITTLE
		RIGHT HAND				
2.		 LITTLE	 RING	 MIDDLE	 FORE	 THUMB
		LEFT HAND				
	 THUMB	 FORE	 MIDDLE	 RING	 LITTLE	
		RIGHT HAND				
3.		 LITTLE	 RING	 MIDDLE	 FORE	 THUMB
		LEFT HAND				
	 THUMB	 FORE	 MIDDLE	 RING	 LITTLE	
		RIGHT HAND				
4.						
		LEFT HAND				
		RIGHT HAND				

Book No. 2
Volume No. 2
Pages 15 12
Index No. 95-25-
2006

DATED 21st day of February 2006

UZIR ALI GAZI & ANR.

- VENDORS

AND

STONE MERCANTILES PRIVATE LIMITED

- PURCHASER



DEED OF CONVEYANCE

In respect of an area of land
measuring 9 Satak
in Mouza Chandpur Chappagachi,
24 Parganas (North)

Addl. Registrar of Assurances-II
Kolkata.

19.10.06



KANODIA & CO.,

Solicitors & Advocates,
6, Old Post Office Street,
KOLKATA - 700001.

Off: 22307298/22109532

Fax: 22480035

Res.: 26557108/0151

www.kanodiaco.com

[CP187-con1]

Addl. Registrar of Assurances-II
Kolkata.

Seal