

Floor, Kolkata-700 059 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 ONE PART;

AND

- (1) UZUR ALI GAZI
- (2) MUJIT ALI GAZI

both sons of Late Golam Rasul Gazi and both residing at Village & P. O. Chandpur, P.S. Rajarhat, North 24 Parganas;

(3) MONCHARA BIBI wife of Mochabar Choudhury and residing at Village Raigachi, P. O. & P. S. Rajarhat, 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 OTHER PART;

25 SEP2006 Sold to KANODIA & CO Addressin CLD POST CHINE BOWELT 20. 1.00 CALGODIA -700,001 te to: Registring MEH COURT OF gost one of in out. 26-9-06 Main- 411 das! + a 2005 4111 chase both sons of how go Tom Rosul go \$ 136 annot smg Kojarhot, north 24-lgs. + Man clore als was Mondolor ch Alway and I will-Ralgach P-2 (8.8. Rejorket morts 24.6 Fre some sug chitarenfor ragker of mu + 0:0. Shi sharfar Rejer hat 24- 6 gs (m) Swince. 1000 - 21400 LOLO 31. Es was as in AME, DESCRIPTION OF ADDUCTION 26-9-06 a hittanin a ason 8/0- 1+ (Naska)

WHEREAS:

- A. The Vendors herein have jointly held out and represented to the Purchaser as follows:
 - (i) By a Deed of Conveyance dated 20th August, 1958 made and executed between Molla Baks Gazi, therein referred to as the Vendor of the one part and Gulam Rasul Gazi and two others, therein jointly referred to as the Purchasers of the other part and registered at the office of the Sub Registrar, Dum Dum, in Book No. I, Volume No. 91, Pages 67 to 69, Being No. 6045 for the year 1958 the Purchasers therein amongst others Purchased ALL THOSE the pieces and parcel of land measuring about 8 Satak in C. S. Dag No. 1725 now L. R. Dag No. 1959 in C. S. Khatian No. 921 (now L. R. Khatian No. 1445) in Mouza Chandpur Chappagachi under Chandpur Gram Panchayat J. L. No. 48, P. S. Rajarhat, District North 24 Parganas;
 - (ii) Apart from the above the said Gulam Rasul Gazi alias 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 his L. R. Khatian No. 633;
 - (iii) The said Gulam Rasul Gazi died intestate leaving him surviving three legal heirs being the Vendors herein, Vendor Nos. 1 & 2 being his sons & the Vendor No. 3 being his daughter who became jointly entitled to his estate, his wife having predeceased him;
 - (iv) The Chandpur Gram Panchayat has by its Certificate dated 4th October, 2005 inter alia recorded and

confirmed that the Vendors herein 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";

- (v) By virtue of the intestate death of the said Gulam Rasul Gazi and by operation of law, the Vendors herein have jointly became the absolute owners or otherwise sufficiently entitled to the estate of the said late Gulam Rasul Gazi, since deceased;
- (vi) The estate of the Gulam Rasul Gazi comprised amongst others a recorded area of land measuring 27 Satak be the same a little more or less comprised in L. R. Dag Nos. 1959, 1977 and 1979 recorded vide L. R. Khatian No. 633 and an undivided 1/3rd share out of the said 8 Satak acquired under the said deed of conveyance dated 20th August, 1958 amounting to about 2.66 Satak comprised in or forming part of the L. R. Dag No. 1959 recorded vide L. R. Khatian No. 1445, in aggregate being ALL THOSE the pieces and parcels of land measuring about 29.66 Satak comprised in or forming part of L. R. Dag Nos. 1959, 1977 and 1979 Mouza Chandpur Chappagachi under the jurisdiction of the Chandpur Gram Panchayat within P. S. Rajarhat in the district of North 24 Parganas details whereof are mentioned in Part - I of the Schedule written hereunder.
 - (vii) By an amicable oral partition the legal heirs of the said late Gulam Rasul Gazi partitioned the entire estate among themselves by physically dividing and demarcating the same and possession of the respective shares were delivered including the said area of 29.66

Satak comprised in or forming part of R. S. Dag Nos. 1959, 1977 and 1979 recorded vide R. S. Khatian Nos. 633 & 1445 Mouza Chandpur Chappagachi and thus became owners of their respective shares in each of the dags;

- (viii) The Vendor Nos. 1 & 3 have already sold their respective shares inherited by them comprised in Dag No. 1979 in the manner aforesaid being in total an area of 9 Satak;
- (ix) The Vendors herein are thus the absolute owners of or sufficiently entitled to their respective areas of land in total being ALL THOSE the pieces and parcels of land in aggregate measuring about 20.66 Satak comprised in or forming part of L. R. Dag Nos. 1959, 1977 and 1979 recorded vide L. R. Khatian No. 633 and 1455 Mouza Chandpur Chappagachi under Chandpur Gram Panchayat within P. S. Rajarhat in the district of North 24 Parganas (hereinafter referred to as "the said land") which is more fully mentioned and described in Part II of the schedule written hereunder.
- (x) The Vendors have not applied for mutation of their names in respect of the said land and the said land is still mutated vide L. R. Khatian No. 633 and 1445 of the said predecessors-in-title;
- (xi) The Vendors are in peaceful khas physical and actual possession of their respective areas of land being the said land and the said land is free from all encumbrances whatsoever and howsoever.
- B. The Vendors have jointly negotiated with the purchaser herein for their respective areas of land being 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:

Relying on the aforesaid representations and assurances I. 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. 6,63,600/- (Rupees Six Lacs Sixty Three Thousand & Six Hundred) 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 their respective areas of land being the said land being ALL THOSE the pieces and parcels of land measuring about 20.66 (Twenty Point Six Six) Satak be the same a little more or less comprised in or forming part of L. R. Dag Nos. 1959, 1977 and 1979 recorded vide L. R. Khatian No. 633 and 1445, J. L. No. 48 Touzi No. 10 within Chandpur Gram Panchayat in Mouza Chandpur Chappagachi in the district of 24 Parganas (North) more fully mentioned and described in Part - II of the schedule hereunder written with all ownership rights to own possess use and enjoy AND ALSO TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees standing crops walls water water courses lights and all manner of former and other rights liberties benefits privileges quasi-easements easements appendages and appurtenances and other similar rights for the beneficial use and enjoyment of the said land whatsoever 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 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 do and each one of them doth hereby 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 respective 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 further assure and confirm that none of them have applied for mutation of their names in respect of the said land and that the said land is still recorded in the name of the said Predecessors-in-Title.
- VI. 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.

- VII. 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.
- VIII. 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.
- IX. 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.

X. AND THAT the Vendors have 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, lispendens or any other harmful action against the Purchaser by any person claiming his right on the said land.

THE SCHEDULE above referred to

PART - I

(area owned by the said Golam Rasul Gazi, since deceased, which has been referred to hereinabove)

ALL THOSE pieces and parcels of land recorded as per details below:

L. R. DAG NO	L. R. KHATIAN NO.	NATURE OF LAND	TOTAL AREA OF DAG (in satak)	AREA OWNED BY LATE GULAM RASUL	
1959	633	SALI	32	- 08	
1959	1445	SALI	32	2.66	
1977	633	DOBA	34	-04	
1979	633	SALI	67	15	
	29.66				

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"PART - II" (area being sold by the Vendors herein)

ALL THOSE pieces and parcels of land recorded vide as per details below:

L. R. DAG NO	L. R. KHATIAN NO.	NATURE OF LAND	TOTAL AREA OF DAG (in satak)	TOTAL AREA BEING SOLD (in Satak)	
1959	633	SALI	32		
1959	1445	SALI	32	2.66	
1977	633	DOBA	34	04	
1979	633	SALI	67	06	
	20.66				

in total the area of land measuring 20.66 Satak in Mouza Chandpur Chappagachi under Chandpur Gram Panchayat 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.

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

AND 386 6 6000 5000 - 1

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Regarlet reg-PINI
Sinhan Chande
49. D. D. Whanna Rd.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 6,63,600/- (Rupees Six Lacs Sixty Three Thousand & Six Hundred) only being the entire sum of money payable for and towards the sale of the said land mentioned in the Schedule written hereinabove as per memo below:

By Cash

Rs. 6,63,600-00

Rs. 6,63,600-00

(Rupees Six Lacs Sixty Three Thousand & Six Hundred) only.

Witness:

1.

Chi Hange varyer,

2. Sriban Charle

Drafted by me.

(S. K. Kanodia)

Advocate.

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Read over & explained by to the executants in vernacular & understants ord -Chitanyin wangan

/	SI. No.	Signature of the executants/purchasers/Presentants	xecutants/ urchasers/ SPECIMEN FORM FOR TEN				
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DATED 26th day of Soft., 2006

UZIR ALI GAZI & ORS

- VENDORS

AND

CRYSTAL MERCANTILE PRIVATE LIMITED

- PURCHASER

DEED OF CONVEYANCE

In respect of an area of land measuring 20.66 Satak in Mouza Chandpur Chappagachi, 24 Parganas (North)

THE REPORT OF LIBERTY

23.11-0



KANODIA & CO.,

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

Off: 22307298/22109532

Fax: 22480035 Res.: 26557108/0151 www.kanodiaco.com [CP194-con1]

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