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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 363835

M. N. 16, 35, 844



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Stamp Act, 1899
Stamp Act, 1908
Stamp Act, 1958
No. 23, 154

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THIS DEED OF CONVEYANCE

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Made this the 17th day of January,
TWO THOUSAND & SEVEN A. D.

BETWEEN

CRYSTAL MERCANTILE PRIVATE LIMITED, a company
incorporated under the provisions of the Companies Act, 1956, having
its registered office at No. G-8, Rabindra Pally, Block-A, 4th Floor,

Sale +
Attachment
16, 35, 844

A-17985
E-7
G-55
M(a)-25
M(b)-4
18076

127687

40
Date
Held to... Kaurdia Mo
Address...
17th Jan 1907
Sambhu Nath Biswas.

17 JAN 1907

L. S. VENDOR,
HIGH COURT.

Sambhu Nath Biswas



Sambhu Nath Biswas
Swapna Biswas both
s/o Late Bisheshwar
Biswas at village -
Bazetara. P. S.
Rajarhat. 24 pgs (N)

Sambhu Nath Biswas



Swapna Biswas

Abdul Kader Molla
s/o Omar Ali Molla
vill - Bogdoba.
P. S. Rajarhat.
24 pgs (N).
Cultivation.

Abdul Kader Molla
s/o - Omar Ali Molla
vill - Bogdoba
P. S. - Rajarhat
24 pgs (N)
Cultivation

17/1/07

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) **SAMBHUNATH BISWAS; AND**

(2) **SWAPAN BISWAS**

Both sons of Late Bisheswar Biswas and both residing at Village Bazetaraf, P. O. Shikharpur, P. S. Rajarhat, District 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 them and their respective heirs, successors, representatives, administrators, agents and assigns) of the *OTHER PART*;

WHEREAS:

A. The Vendors herein have jointly held out, represented and assured to the Purchaser as follows:

- (i) At all material times, one Sudarshan Biswas son of Mahendra Nath Biswas was the absolute and recorded owner of ALL THOSE the pieces and parcels of land measuring about 176.031 Satak (as per recorded share) be the same a little more or less comprised in or forming part of Dag Nos. 62, 103, 122, 129, 560, 561, 575, 593, 599, 600, 612, 630, 657, 680, 783 recorded vide R. S. Khatian No. 589 all within Mouza Bazetaraf under

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Chandpur Gram Panchayat under P. S. Rajarhat District
24 Parganas (North);

- (ii) The said Sudarshan Biswas died intestate leaving behind surviving him his two sons namely Harisadhan Biswas & Ashtopada Biswas and one daughter namely Kalpana Biswas (Mondal) as his only legal heirs who became the joint absolute owner of the entire estate of the said Sudarshan Biswas, since deceased including the said area of 176.031 Satak;
- (iii) The said Ashtopada Biswas being entitled to 1/3rd share or interest in the said entire estate of the said Sudarshan Biswas including the said area of 176.031 approached the Vendors herein for sale and transfer of his entitlement in the said area of 176.031 Satak being ALL THOSE the pieces and parcels of land measuring about 58.677 Satak (as per recorded share) be the same a little more or less comprised in or forming part of R. S. & present L. R. Dag Nos. 62, 103, 122, 129, 560, 561, 575, 593, 599, 600, 612, 630, 657, 680, 783 recorded vide then R. S. and present L. R. Khatian No. 589 all within Mouza Bazetaraf under Chandpur Gram Panchayat under P. S. Rajarhat District 24 Parganas (North) (hereinafter referred to as "the said land") which is more fully mentioned and described in the Schedule written hereunder;
- (iv) By a Deed of Conveyance dated 25th August, 1995 and registered at the Office of the A.D.S.R. Bidhan Nagar (Salt Lake) in Book No. I Volume No. 120 at Pages 243 to 248 Being No. 4278 of 1997, the said Ashtopada Biswas, therein referred to as the Vendor of the One Part sold conveyed and transferred unto and in favour of the Vendors herein, therein referred to as the Purchasers of

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Secretary of Company
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the Other Part, the said land for the consideration mentioned therein;

- (v) The Vendors herein have thus become the absolute owners of the said land;
- (vi) The said land is free from all encumbrances whatsoever and howsoever and the Vendors are in khas peaceful legal actual and physical possession of the said land;

B. The Vendors being in urgent need of money for their personal and family requirements, have jointly approached the purchaser and offered to sell the said land and 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 free from all encumbrances charges claims demands acquisitions requisitions mortgages lispensens absolutely and forever 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 deed of sale 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 believing the same to be true and fully relying thereon and in pursuance of the said

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INSTITUTIONAL INFORMATION

THE INSTITUTE OF ACCOUNTANTS
INDONESIA

offer of the Vendors to sell and the agreement arrived at between the Vendors and the Purchaser thereupon and in consideration of the total agreed sum of Rs. 16,35,844/- (Rupees Sixteen Lacs Thirty Five Thousand Eight Hundred & Forty Four) only of the lawful money of the Union of India well and truly paid in hands 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, lispens, attachments, acquisitions and/or requisition the said area of land being the said land being ALL THOSE the pieces and parcels of land measuring 58.677 Satak be the same a little more or less comprised in or forming part of R. S. & present L. R. Dag Nos. 62, 103, 122, 129, 560, 561, 575, 593, 599, 600, 612, 630, 657, 680, 783 recorded vide L. R. Khatian No. 589 all lying and situate within Mouza Bazetaraf within the jurisdiction of Chandpur Gram Panchayat under P. S. Rajarhat in the district of 24 Parganas (North) more fully mentioned and described in the schedule hereunder written with all ownership rights to own possess use and enjoy the same 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



State and Local Registrar of Assisted Living Facilities
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benefits privileges easements quasi-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, lispens, acquisitions or notice of acquisition and/or requisition whatsoever and howsoever made or suffered by the Vendors or their predecessors in interest and/or 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.

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Minister of Agriculture
Malawi

- 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 manners of 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 including the Land Revenue payable to the State of West Bengal through the Collector in respect of the said land have been paid by the Vendors till the date hereof and the Vendors do and each one of them doth hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.

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Signature of Registrar of Assam
[Illegible Name]

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- IX. **AND THAT** the Vendors do and each one of them doth hereby further covenant that they shall sign all papers and assist in all manners required by the Purchaser herein for having its name mutated in respect of the said land hereby sold.
- 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, loss or any other harmful action against the Purchaser by any person claiming his right on the said land.

"THE SCHEDULE" above referred to:

ALL THOSE the pieces and parcels of Sali land vide L. R. Khatian No. 589 as per details below:

L. R. DAG NOS.	TOTAL AREA IN DAG (In Satak)	AREA SOLD (In Satak)
62	102	5.667
103	61	1.500
122	65	4.513
129	27	1.874
560	29	4.833
561	99	5.501
575	13	2.166



~~SECRET~~

593	60	3.334
599	41	2.846
600	36	2.000
612	75	12.500
630	34	2.361
657	18	3.000
680	54	3.749
783	51	2.833
TOTAL		58.677

in total the area of land measuring **58.677 (Fifty Eight Point Six Seven Seven) Satak** all within Mouza Bazetaraf P. S. Rajarhat under Chandpur Gram Panchayat 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:

Sambhu Praty Dinwas.
Swarn Biswas

Dr Innet De

of Bogdoba,

Abdul Kader Molla
of Bogdoba



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MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 16,35,844/- (Rupees Sixteen Lacs Thirty Five Thousand Eight Hundred & Forty Four) only being the entire sum of money payable for and towards the price or value and consideration for sale of the said land mentioned in the Schedule written hereinabove as per memo below:

By Cash	Rs. 16,35,844-00

	Rs. 16,35,844-00

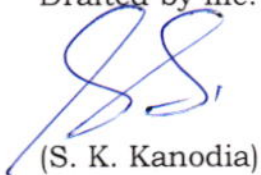
(Rupees Sixteen Lacs Thirty Five Thousand Eight Hundred & Forty Four) Only

Witnesses:

1. Dr. Gopal Ch. of Bogdole
2. Abdul Kadir Mulla

Sambhupath Binas,
Swapna Binas

Drafted by me.


(S. K. Kanodia)

Advocate.














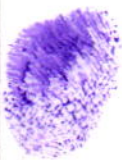
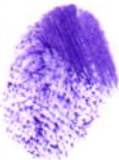
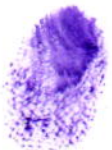

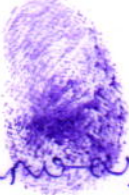


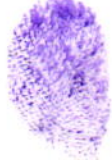
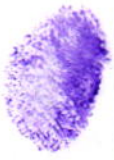







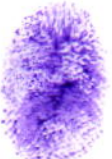
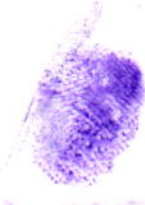
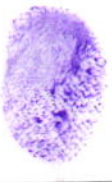



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SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the executant and/or purchaser / Presentants										
1.	 <i>Panam Kurmaracharya</i>										
		LITTLE	RING	MIDDLE	FORE	THUMB					
		LEFT HAND									
											
		THUMB	FORE	MIDDLE	RING	LITTLE					
		RIGHT HAND									
2.	 <i>Sambhu Nath Bhowas</i>										
		LITTLE	RING	MIDDLE	FORE	THUMB					
		LEFT HAND									
											
		THUMB	FORE	MIDDLE	RING	LITTLE					
		RIGHT HAND									
3.	 <i>Swapan Biswas</i>										
		LITTLE	RING	MIDDLE	FORE	THUMB					
		LEFT HAND									
											
		THUMB	FORE	MIDDLE	RING	LITTLE					
		RIGHT HAND									

SPECIMEN FORM FOR TEN FINGER
PRINTS

Number of the
specimen of the
finger prints
Date



THUMB INDEX MIDDLE RING LITTLE
LEFT HAND



THUMB INDEX MIDDLE RING LITTLE
RIGHT HAND



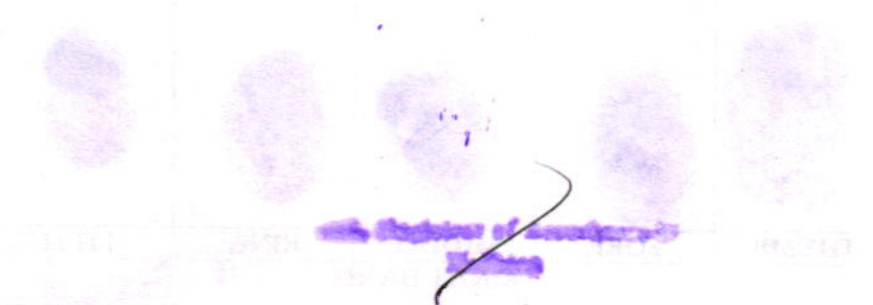
THUMB INDEX MIDDLE RING LITTLE
LEFT HAND



THUMB INDEX MIDDLE RING LITTLE
RIGHT HAND



THUMB INDEX MIDDLE RING LITTLE
LEFT HAND



THUMB INDEX MIDDLE RING LITTLE
RIGHT HAND

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DATED 17th day of January, 2007

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2007

SANBHUNATH BISWAS & ANR.

- VENDOR

AND



CRYSTAL MERCANTILE PRIVATE LIMITED

- PURCHASER

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31.1.07

DEED OF CONVEYANCE

In respect of an area of land
Measuring 58.677 Satak
in Mouza Bazetaraf,
24 Parganas (North)



KANODIA & CO.,

Solicitors & Advocates,
6, Old Post Office Street,
KOLKATA - 700001.
Off: 22307298/22109532
Fax: 22480035
Res.: 26557108/0151
www.kanodiaco.com
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