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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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M.V. 7, 24, 445



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West Bengal
Act-1898
Amended by W. Bengal
Amendment Act 1938
Section IA, No. 23, 5d.

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no - 4 -

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29-1-07

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SALE DEED

THIS SALE DEED IS made this 29th day of January, Two Thousand and Seven **BETWEEN** (1) **BANAMALI NASKAR**, aged about 52 years and (2) **BANSHIDHAR NASKAR**, aged about 43 years, both sons of Late Rampada Naskar, by faith Hindu, residing at Village Bajetaraf, P.O. Sikharpur, P.S. Rajarhat, District North 24 Parganas, hereinafter referred to as **"THE VENDORS"** (which expression shall

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~~Address of the Addressee & Co. A. CHITTOORJI & Co.~~

~~Address of the Addressee & Co. A. CHITTOORJI & Co.~~

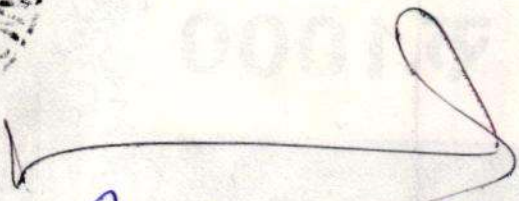
Calcutta Collector,
11, Netaji Subhas Road,
Calcutta-1



1-40 p.m.

29th Jan 07.

By Bansi Shaz Naskar
one of the Encls.



Banshi Shaz Naskar &
Banamali Naskar both sons of
Late Rampada Naskar ^{both} at
111 - Bajetara P.O. Shikharpu,
P.S. Rajasht, Dist - north 24 -
Bengal.

35/9/50/16/882

29-1-07.



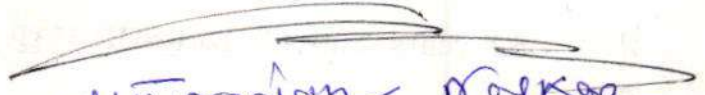
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35/9/50/16/882



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Banamali Naskar



Chitoojan Naskar
S/o H. Naskar
of 111 & P.O. Shikharpu,
Rajasht Cal - 135 Service

Chitoojan Naskar
S/o - H. Naskar
111 + P.O. - Shikharpu
Rajasht
Cal 135
Service

29-1-07.

unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND CRYSTAL MERCANTILES PRIVATE LIMITED**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at G-8, Rabindra Pally, Block A, 4th 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 **SECOND PART**.

WHEREAS Pulin Chandra Sardar, Nishikanta Sardar and Sukumar Sardar, all sons of Late Rakhal Chandra Sardar, sold, transferred and conveyed all that piece and parcel of land admeasuring 9.67 Sataks out of 78 Sataks be the same a little more or less situate in Mouza Bajetaraf, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 50, L.R. Dag Nos. 105, Jamidar Khatian No. 113, and Praja Khatian no. 132, classified as Sali (Paddy) land, unto and in favour of Alpana Karmakar, wife of Ganesh Chandra Karmakar and Ajay Kumar Karmakar, son of Late Jatindra Mohan Karmakar, by a Sale Deed dated 05.08.1983 which was duly registered with the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book no. I, Volume no. 213, Pages 196 to 203, Being no. 8274, for the year 1983.

AND WHEREAS Alok Kumar Biswas and Gouranga Biswas, son of Late Lalit Mohan Biswas, sold, transferred and conveyed all that piece and parcel of land admeasuring 14 Sataks out of 63 Sataks be the same a little more or less situate in Mouza Bajetaraf, under Chandpur Gram

Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 50, Sabek Dag nos. 95 & 97 corresponding to L.R. Dag Nos. 100, 102, Sabek Khatian nos. 126 & 255 corresponding to L.R. Khatian nos. 203 & 185, classified as Danga and Sali (Paddy) land, unto and in favour of Aparajita Biswas, wife of Kanailal Biswas by a Sale Deed dated 01.12.1984 which was duly registered with the office of Sub-Registrar at Bidhannagar, Salt Lake City and recorded in Book no. I, Volume no. 105F, Pages 259 to 266, Being no. 6637, for the year 1984.

AND WHEREAS the said Ajay Kumar Karmakar, Alpana Karmakar and Aparajita Biswas sold, transferred and conveyed all that piece and parcel of land admeasuring 23.67 Sataks out of 141 Sataks be the same a little more or less situate in Mouza Bajetaraf, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 50, Sabek Dag nos. 100, 97, 95 corresponding to L.R. Dag Nos. 105, 102 & 100, Sabek Khatian nos. 132, 255 & 126, L.R. Khatian nos. 185, 203, classified as Danga and Sali (Paddy) land, unto and in favour of Banamali Naskar and Banshidhar Naskar, Vendors herein, by a Sale Deed dated 05.11.1999 which was duly registered with the office of Additional District Sub-Registrar at Bidhannagar, Salt Lake City and recorded in Book no. I, Volume no. 394, Being no. 07399, for the year 2001.

AND WHEREAS in the manner aforesaid the Vendors herein are the Owners of all that piece and parcel of land admeasuring 23.67 Sataks (Decimal) equal to 14 Cottah 4 Chittacks and 32.8 Sq.ft. out of 141 Sataks be the same a little more or less situate in Mouza Bajetaraf, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 50, Sabek Dag nos. 95, 97 & 100 corresponding to



Ministry of Assurances
Moham

L.R. Dag Nos. 100, 102 & 105, Sabek Khatian nos. 132, 255 & 126, L.R. Khatian No. 185 & 203, classified as Danga and Sali (Paddy) land, the property more fully and particularly referred, explained and described in the **SCHEDULE** hereunder written and/or given and are in the peaceful possession and/or occupation of the same and enjoying the absolute right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

AND WHEREAS the Vendors herein have duly been recorded their names in the book of Chandpur Gram Panchayet as well as recorded their names in the records of right of the Block Land & Land Reforms Office and as such the Vendors herein became the Owners of the said property as per law of land.

AND WHEREAS since then the Vendors herein have been in exclusive khas, physical possession and enjoyed the said property without any hindrance or interference by any body and paying Govt. rent for their aforesaid property.

AND WHEREAS the entire schedule land is in the khas possession of the Vendors and no portion in any manner whatsoever is under and "BHAGCHASE".

AND WHEREAS the total area of schedule land never exceeds the maximum ceiling permitted under the Estate Acquisition Act.

AND WHEREAS there is no proceeding pending or even been initiated in connection the levy under Article 226 of the Constitution of India in the Hon'ble High Court at Calcutta.



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MIDDLE REGISTRAR OF ASSAM
DISBURSEMENT

AND WHEREAS the land was never subject any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).

AND WHEREAS the schedule land is not affected in case of transfer of land by a member of the scheduled Tribes permission of the Revenue Officer (chapter 11A of the W.B. Land Reforms Act, 1955).

AND WHEREAS the Vendors have not received any notice of acquisition or requisition of the Property described in the schedule below.

AND WHEREAS no notice issued under the Public Demand and Recovery Act nor has been served on the Vendors nor any such notice has been published.

AND WHEREAS the Owners/Vendors herein has agreed to sell and the Purchaser has agreed to purchase of the SCHEDULE property hereunder written at or for a total consideration of Rs. 7,24,445/- (Rupees Seven Lac Twenty Four Thousand Four Hundred Forty Five) only, the said Schedule property is free from all encumbrances, attachments, liens and lispensens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 7,24,445/- (Rupees Seven Lac Twenty Four Thousand Four Hundred Forty Five) only paid by the Purchaser herein to the Owners/Vendors herein at or before the execution these presents, the receipt whereof the Owners/Vendors herein and each of them doth hereby admit and acknowledge by the instant paragraph and also by a



~~Ministry of Agriculture~~
New Delhi

memorandum of consideration hereunder written and/or given and of and from the same and every part thereof acquit, release, exonerate discharge the Purchaser, its successors, successors-in-interest and assigns the said properties do hereby grant, transfer, convey, assign and assure forever to the Purchaser, its successors, successors-in-interest and assigns free from all encumbrances, charges, liens, lispendenses, demands, claims, attachments, hindrances, debts and adverse claims whatsoever **ALL THAT the SCHEDULED properties OR HOWSOEVER OTHERWISE** the said properties and lands and any part thereof now are or is or at any time heretofore were situated butted bounded called, known, numbered, described or distinguished **TOGETHER WITH** all the yards, areas, house, out house, drains, water courses, ways, paths, passages, rights, lights, advantages, easements, privileges, emoluments appendages and appurtenances **WHATSOEVER** to the said properties and land or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenances thereto and all the estates, interests, claims and demands whatsoever of the Vendors at law and in equity into, upon, over and concerning the said properties or any part thereof **AND ALL** the reversion or reversions, remainder or remainders, issues and profits there-from hereby granted or expressed or intended so to be unto and to the use of the Purchaser, its successors, successors-in-interest and assigns absolutely forever **TOGETHER WITH ALL** the writings whatsoever exclusively relating to or concerning the said properties hereby granted, conveyed, transferred, alienated, granted and handed over which now are or hereinafter shall or may be in the custody, power, control, possession of the Vendors or any other person and persons from whom he may procure the same without any action or suit and **TO HAVE**



REGISTRAR OF ASSURANCES
MADRAS

AND TO HOLD the said properties and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, attachments, liens, lispensens, debts, attachments, hindrances and adverse claims **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Owners/Vendors or her/his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owners/Vendors is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be unto and to the Purchaser absolutely and for ever free from all encumbrances charges attachments liens lispensens and adverse claim **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Vendors or her/his ancestors or predecessors in title made, done or executed or knowingly suffered to the contrary and the Vendors is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever aforesaid the Owners/Vendors has good right, full power and absolute authority and indefeasible right, title and interest and well and sufficiently entitled to grant, transfer, convey, assign and assure the said properties hereby granted and expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser, its successors, successors-in-interest and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties in



Ministry of Assam
Silchar

the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owners/Vendors or any person or persons lawfully and equitably claim under or in trust for the Owners/Vendors or her/his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispens, adverse claims, debts and hindrances whatsoever made or suffered by the Owners/Vendors, his/her ancestors or predecessors-in-title AND FURTHER the Owners/Vendors covenant with the Purchaser, its successors, successors-in-interest and assigns that the said properties or any part thereof have not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust or the Kolkata Municipal Corporation AND the Owners/Vendors and all persons under them shall and will from time and at all times hereafter at the request and costs of the Purchaser, its successors, successors-in-interest and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said properties unto and to the use of the Purchaser, its successors, successors-in-interest and assigns at all reasonable times upon prior notice and at the costs of the Purchaser and persons claiming under them and the Owners/Vendors shall take all reasonable steps and execute and register all relevant documents relating to the said properties hereby conveyed AND FURTHER the Vendors inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendors as to protection and indemnity against any possible claim by any persons if he/she/they is/are discovered to be still alive or became the Owners of the schedule



~~Minister of Assam~~
Minister

property, the Vendors do hereby and hereunder agree to indemnify and at all times keep indemnified the Purchaser and its successors-in-interest, executor, administrators and representatives and also estate against all such possible claims or demands made or any actions and proceedings, if any commenced by any persons claiming through or under them in respect of the said schedule property and also against all costs, charges and expenses for defending any such claim, action or proceedings.

AND THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. That the Vendors have in themselves good right, full power and absolute authority to convey the said properties unto and to the use and benefit of the Purchaser/s herein in the manner aforesaid.
2. That the Purchaser for all times hereafter peacefully and quietly enter upon or occupy or hold or possess and enjoy the said properties for their own use and benefits.
3. That the Purchaser shall hold the said properties free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged by the Vendors herein.
4. That Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances for the better and more perfectly and absolutely granting the said properties and every part thereof hereby conveyed unto and to the use and benefit of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.



[Handwritten signature]
Secretary to Government
Education

5. The Vendors do hereby certify that the said properties, under SCHEDULE is not a Government land and nor vested, requisitioned and acquired by any authority whomsoever and independent of Land Ceiling and not belonging to any Trust, and not a Temple, Mosque or Church properties and in all manner absolutely free from all encumbrances.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of lands containing by measurement an area of 23.67 Sataks (Decimal) equal to 14 Cottah 4 Chittacks and 32.8 Sq.ft. out of 141 Sataks be the same a little more or less situate in Mouza Bajetaraf, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 50, Sabek Dag nos. 95, 97 & 100 corresponding to L.R. Dag Nos. 100, 102 & 105, Sabek Khatian nos. 132, 255 & 126, L.R. Khatian No. 185 & 203, classified as Danga and Sali (Paddy) land, number of Dag, Khatian and other particulars are as follows :-

<u>Mouza</u>	<u>Khatian No.</u>	<u>Dag No.</u>	<u>Area</u>	<u>Share</u>	<u>Classifi-cation of plot as per ROR</u>	<u>Annual Rent to be paid as per amended provisions of W. B. L. R. Act, 1955.</u>
Bajetaraf	126 (Sabek) 203 (L.R.)	95 (Sabek) 100 (L.R.)	7 Satak out of 14 Sataks	5000	Danga	
Bajetaraf	255 (Sabek) 185 (L.R.)	97 (Sabek) 102 (L.R.)	7 Satak out of 49 Sataks	2450	Danga	
Bajetaraf	113 (Sabek) 132 (L.R.)	100 (Sabek) 105 (L.R.)	9.67 Satak out of 78 Sataks	1239	Sali	



[Handwritten signature]
Registrar of Assurances
Madras

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

SIGNED, SEALED AND DELIVERED

by the Vendors in the presence of

WITNESSES:

1. *Chittaranjan Dasgupta*
Shilcha MR

Banamal Dasgupta

2.

বঙ্গবন্ধু শেখ মুজিবুর রহমান

VENDORS

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

1. *Chittaranjan Dasgupta*
Shilcha MR

2.

[Signature]

PURCHASER


Drafted by me

Asaf Kumar Dasgupta

Advocate

*High Court
Calcutta.*




The Registrar of Assisted Areas
Lucknow

RECEIPT

Received a sum of Rs. 7,24,445/- (Rupees Seven Lac Twenty Four Thousand Four Hundred Forty Five) only being the full and final consideration hereof from the within-named Purchaser/s on the date, month and year first above written in the manner as per the memorandum hereunder:

MEMORANDUM OF CONSIDERATION

By Cash

Rs. 7,24,445/-

(Rupees Seven Lac Twenty Four Thousand Four Hundred ~~Forty~~ Five) only.

Witnesses :-

1.

Shi/Cher

Baramahi naskeo

Shi/Cher























VENDORS

2.



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Registrar of Assurances
Calcutta

SPECIMEN FORM FOR TEN FINGERPRINTS

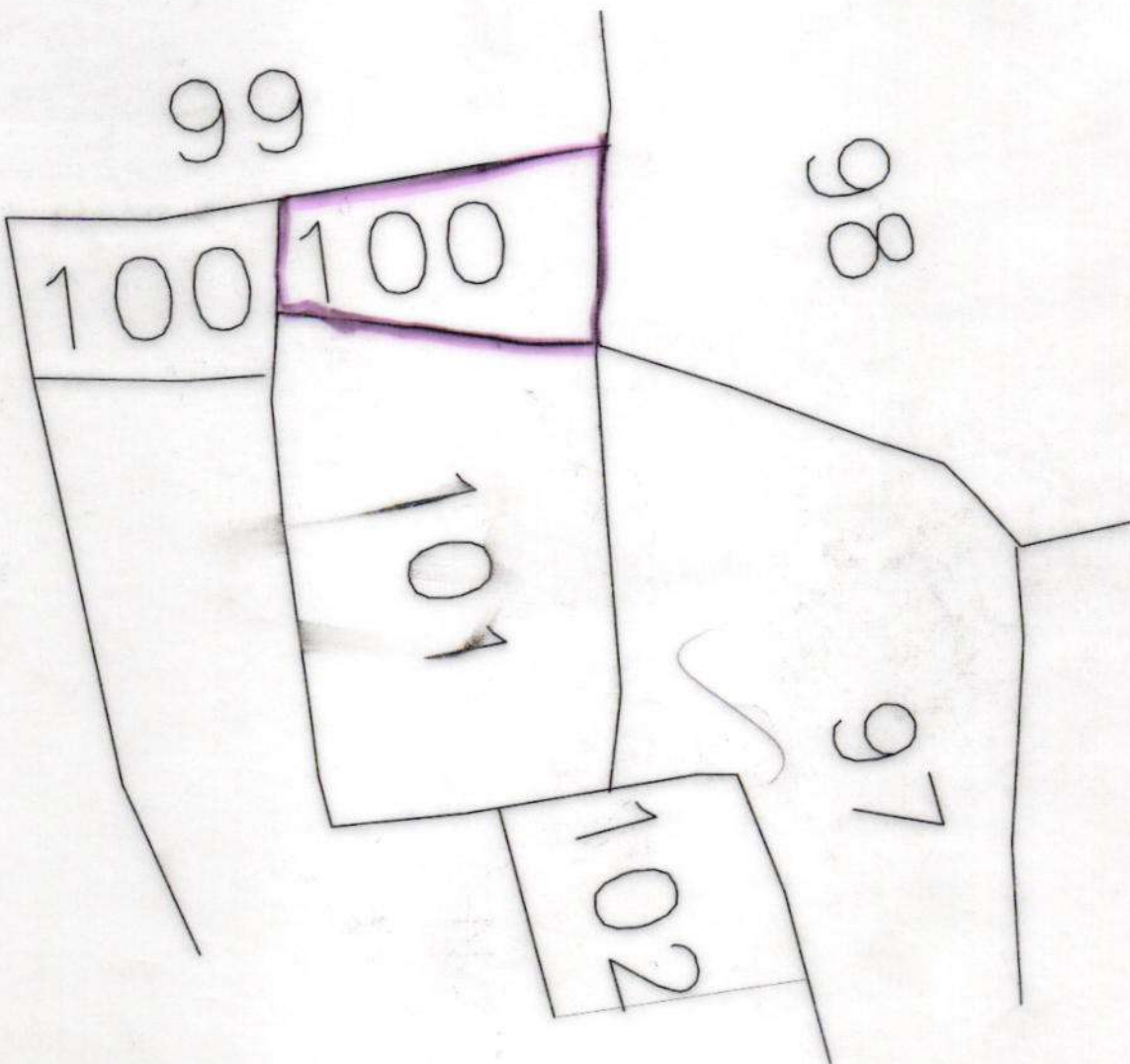
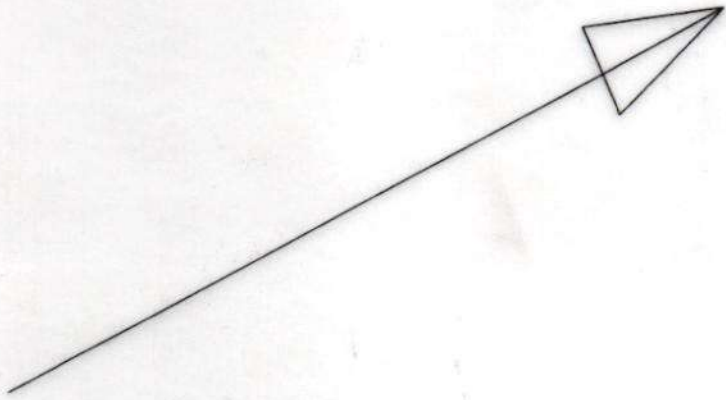
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		(Right Hand)				
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		(Right Hand)				
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(Right Hand)						
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	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
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(Right Hand)						

Banamali Naskar

बंसिधर नस्कार

Plot of : BANAMALI NASKAR & BANSIDHAR NASKAR

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Plot of : BANAMALI NASKAR & BANSIDHAR NASKAR

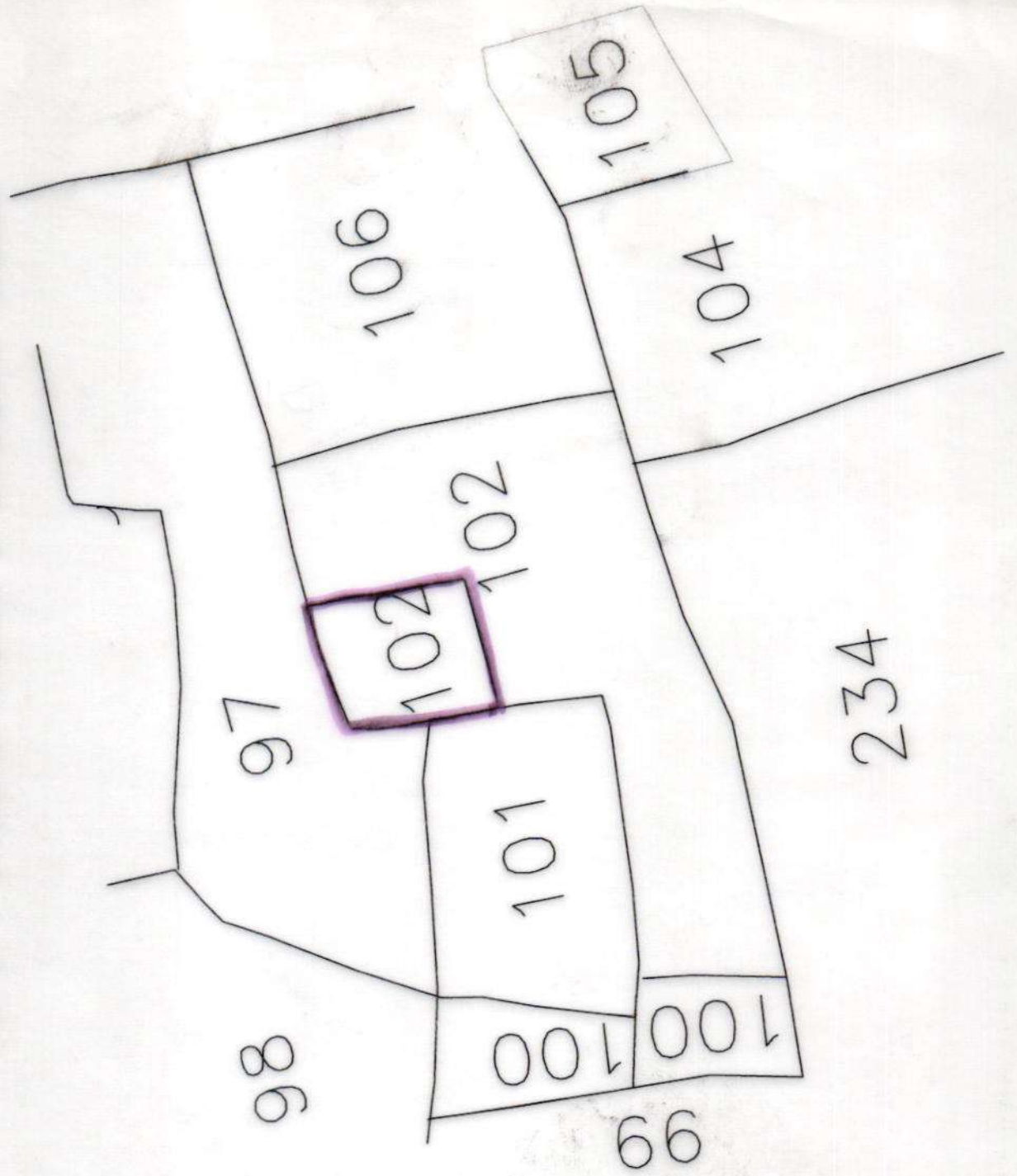
Bansidhar Naskar
10/10/2018
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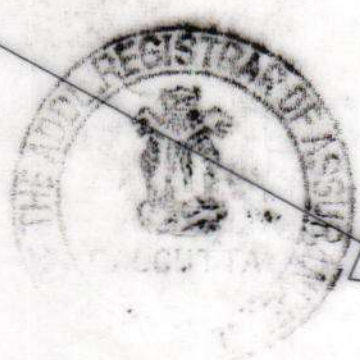
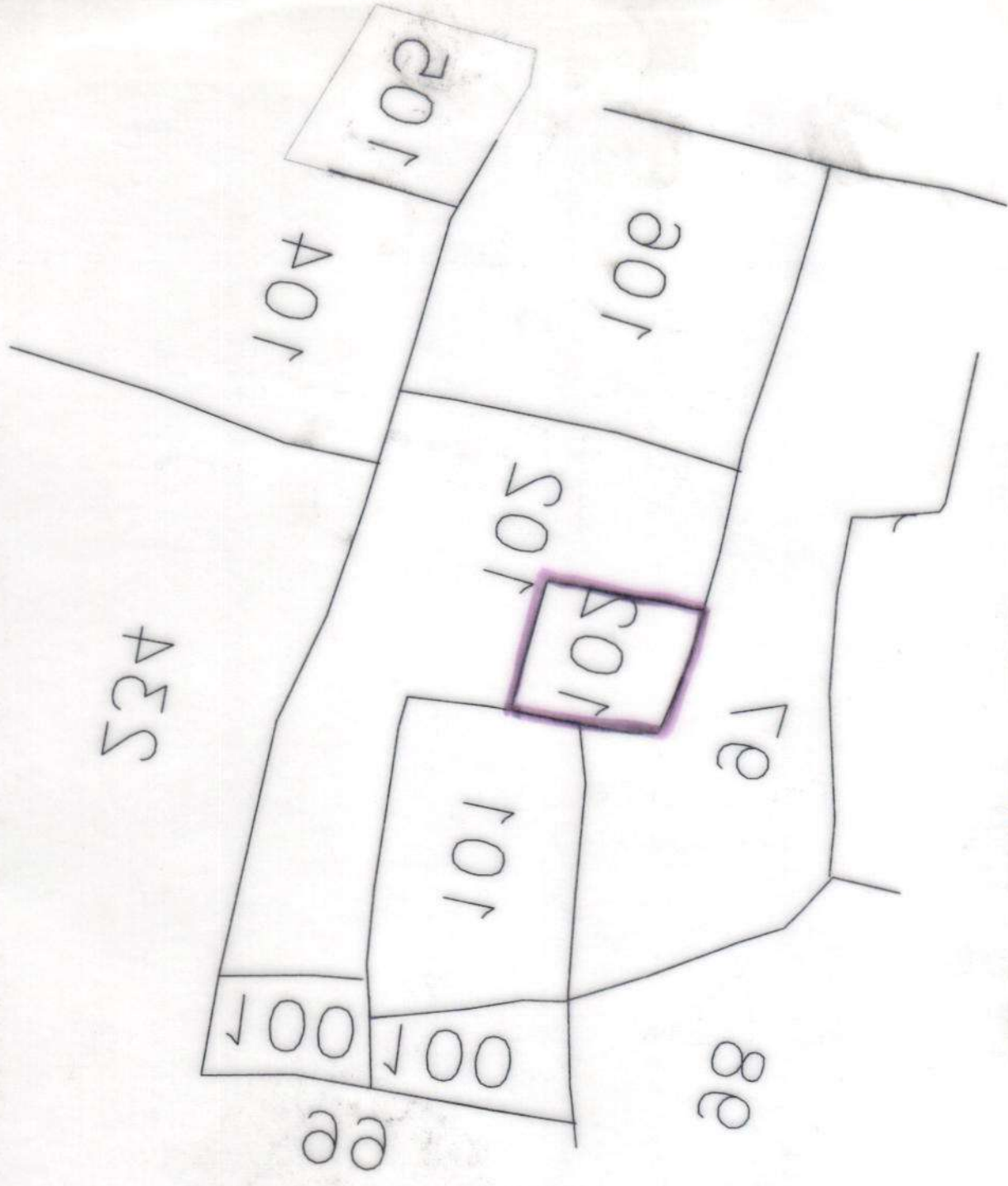
Plot of : BANAMALI NASKAR & BANSIDHAR NASKAR

Banamali Naskar
14/0 23/10/20

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 B. J. J. J. J.



Book No. I
Volume No. I
Page No. 18
Date 06.03.2007

DATED THIS DAY OF JANUARY 2007

BETWEEN



BANAMALI NASKAR & ANR.

VENDORS

AND

CRYSTAL MERCANTILES PRIVATE LIMITED

PURCHASERS

5-2-07

SALE DEED



A. K. CHOWDHURY & CO.
Advocates,
10, Old Post Office Street,
Kolkata - 700001.