

04623/6

CP-218

07720 5000Rs.



M.V 11,50,000/-

5000 + Bal 64100

108876
64100

Stamp duty under the Stamp Act, 1899
as amended by W. Bengal
Stamp Amendment Act, 1928.
Schedule IA. No. 23 + 5d,
as paid on tender.

A	12639
E	7
G	55
M	25
M	4
	12730/-

Stamp duty of Rs. 12730/-
as paid on tender.

SALE DEED

THIS SALE DEED IS made this 27th day of June, Two Thousand and Six **BETWEEN ABDUL GAJI**, son of Fakir Ali Gaji, aged about 55 years, by faith Muslim, residing at Village & P.O. Chandpur, P.S. Rajarhat, District North 24-Parganas, hereinafter referred to as "**THE VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs,

Sale +
Agree
11,50,000

A-12639
E-7
G-55
M-25
M-4
12730

46851

A. K. Chowdhary & Co.
Advocate
10, Old Post Office Street,
Kolkata - 700 001.

Address

No. 50001

Calcutta Collectorate,

11, Netaji Subhas Rd. Licensed Stamp

Calcutta-1 Vendor

Date

23 JUN 2006

1-45 P.M.

Stamp for Registration

Calcutta Registration Office

27th June '06

by Abdul Gafar

in Exec.

Amzar MR

8925

Abdul Gafar, 570 Fankis
Ali Gafar, Vill & P.O.
Chandpur Bis. Rajarhat
Dist. North 24 - Parganas.

Chittaranjan Dasgupta
90 H. Dasgupta
Vill & P.O. Shikharpur,
Rajarhat, 24 - Parganas (M)
Service

Chittaranjan Dasgupta

S/o - H. Dasgupta

Vill & P.O. - Shikharpur

Rajarhat

24 - Parganas

Service

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 one Abdul Gaji, son of Fakir Ali Gaji owned and in khas possession of **ALL THAT** piece or parcel of lands containing by measurement an area of 63 Sataks (decimals) out of 241 Sataks be the same a little more or less along with others lying and situate in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, L.R. Dag Nos. 1971 and 1972, L.R. Khatian No. 195, classified as Danga and Sali (paddy) land and having undivided 0.2194 and .3750 share and during the L. R. Settlement Record of Right in the name of said Abdul Gaji, son of Fakir Ali Gaji and at all material times was enjoying the right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, debts, dues and attachments whatsoever.

AND WHEREAS in the Records of Right prepared under the West Bengal L. R. Act, the said Abdul Gaji has been shown as Holding of Dag nos. 1971 & 1972 along with others under L.R. Khatian no. 195, where Dag no. 1971 has been shown undivided .2194 share, i.e., 15 (15.13) Decimal out of 69 Decimal and Dag no. 1972 has been shown undivided .3750 share i.e., 48 (47.63) Sataks out of 172 Sataks.

AND WHEREAS the said Abdul Gazi agreed to sell, transfer and convey the piece and parcel of land admeasuring 63 Sataks (decimals) equal to 1 Bigha 18 Cottahs 1 Chittacks and 37.8 Sq.ft. out of 241 Sataks be the same a little more or less along with others lying and situate in Mouza Chandpur Champagachi, under Chandpur Gram

Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, L.R. Dag Nos. 1971 and 1972, L.R. Khatian No. 195, classified as Danga and Sali (paddy) land and at all material times enjoying the right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, debts, dues and attachments whatsoever.

AND WHEREAS in the manner aforesaid the Vendor herein is the Owner of 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 Vendor herein has duly been recorded his name in the book of Chandpur Gram Panchayet as well as recorded his name in the records of right of the Block Land & Land Reforms Office and as such the Vendor herein became the owner of the said property as per law of land.

AND WHEREAS since then the Vendor herein has been in exclusive khas, physical possession and enjoyed the said property, measuring an area of 63 Sataks (decimals) equal to 1 Bigha 18 Cottahs 1 Chittacks and 37.8 Sq.ft. without any hindrance or interference by any body and paying Govt. rent for his aforesaid property.

AND WHEREAS the entire schedule land is in the khas possession of the Vendor 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.

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 Vendor has 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 Vendor nor any such notice has been published.

AND WHEREAS the Owner/Vendor 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. 11,50,000/- (Rupees Eleven Lac Fifty Thousand) 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. 11,50,000/- (Rupees Eleven Lac Fifty Thousand) only paid by the Purchaser herein to the Owner/Vendor herein at or before the execution these presents, the receipt whereof the Owner/Vendor herein and each of them doth hereby admit and acknowledge by the instant paragraph and also by a 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 Vendor 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 Vendor or any other person and persons from whom he may procure the same without any action or suit and **TO HAVE 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, lispendens, debts, attachments, hindrances and adverse claims **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Owner/Vendor or her/his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owner/Vendor 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 lispendens and adverse claim **AND THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever by the Vendor or her/his ancestors or predecessors in title made, done or executed or knowingly suffered to the contrary and the Vendor 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 Owner/Vendor 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 the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owner/Vendor or any person or persons lawfully and equitably claim under or in trust for the Owner/Vendor or her/his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispendens, adverse claims, debts and hindrances whatsoever made or suffered by the Owner/Vendor, his/her ancestors or predecessors-in-title **AND FURTHER** the Owner/Vendor 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 Owner/Vendor 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 Owner/Vendor shall take all reasonable steps and execute and register all relevant documents relating to the said properties hereby conveyed AND FURTHER the Vendor inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendor 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 owner of the schedule property, the Vendor 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 VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. That the Vendor has 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 Vendor herein.

4. That Vendor 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.

5. The Vendor 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 63 Sataks (decimals) equal to 1 Bigha 18 Cottahs 1 Chittacks and 37.8 Sq.ft. out of 241 Sataks be the same a little more or less along with others lying and situate in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, L.R. Dag Nos. 1971 and 1972, L.R. Khatian No. 195, classified as Danga and Sali (paddy) land, number of Dag, Khatian and other particulars are as follows :-

<u>Mouza</u>	<u>L.R. Khatian No.</u>	<u>L.R. Dag No.</u>	<u>Area</u>	<u>Share</u>	<u>Classifi- cation of land</u>	<u>Annual Rent</u>
Chandpur Champagachi	195	1971	15 (15.13) Sataks out of 69 Sataks	.2194	Danga	Rs.
Chandpur Champagachi	195	1972	48 (47.63) Sataks out of 172 Sataks	.3750	Sali	Rs.

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 Vendor in the presence of

WITNESSES:

1. Chittamya nasar
Shillcharpn

Wmzyon SMT

VENDOR

2. Asar Seel Gul Feroz
Vill: Boy Danda P.O. - mitala kusta

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

- 1.

PURCHASER

- 2.

Readover explained
in Bengali and
Drafted by me

Arup Kr. Dey -
Advocate

High court, Calcutta.

RECEIPT

Received a sum of Rs. 11,50,000/- (Rupees Eleven Lac Fifty Thousand) 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. 11,50,000/-

(Rupees Eleven Lac Fifty Thousand) only.

Witnesses :-

1.

Qulthaniya n amor

Qulthaniya n amor

VENDOR

2.

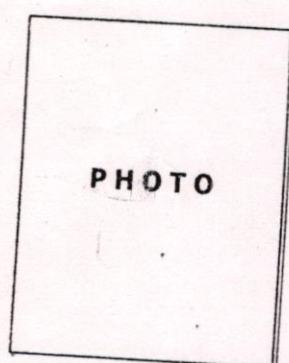
Asadul Ghalib

SPECIMEN FORM FOR TEN FINGERPRINTS

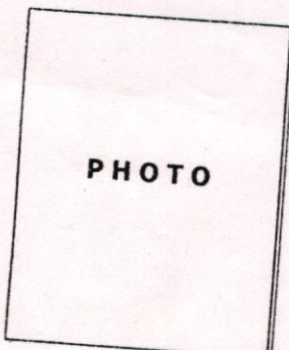


Om Prakash

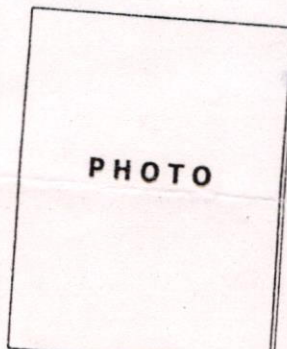
Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Register No. —
Book No. 2
Volume No. 2
Pages 1 to 13
Being No. 07220
on the date 2006

DATE DATED THIS 27th DAY OF June 2006

BETWEEN

ABDUL GAJI

..... THE VENDOR

AND

CRYSTAL MERCANTILES PRIVATE LIMITED

..... THE PURCHASER

27/10/06

SALE DEED

Seamed
27/10/06

A. K. Chowdhury
Advocate
10, Old Post Office Street
Kolkata - 700001.