

Solicitors & Advoca OLD POST-OFFICES CALCUITA 700 00 Nirmal Sarder The Executant d. J. I of Wirmal Larder. Nirmal Sander 810 by the pen & . Innest Alex Harapada Sandar residinfal- vinage 8712 + Po-Shikharpur PS. Rajan hol-24 Pgs (N) L.J. I of Nirmel Sarder by the per at Innat Ac Dr. Innat Ali & Innat Ali Sto Kall Panch Malle Sto- Calé Pancher mola vill-Bagdoba 7 P.S. Rojanhal vil . Bogdoba 24 PM 1.5 - Rajustat Doeler. 2 4 Pg1 (N) 21/6/06 Doc for

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

NIRMAL SARDAR son of Harapada Sardar residing at Village & P. O. Shikharpur, P. S. Rajarhat, 24 Parganas (North) 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, successors, representatives, administrators, agents and assigns) of the OTHER PART;

## WHEREAS:

- A. The Vendor herein has held out, represented and assured to the Purchaser as follows:
  - i) By a Deed of Conveyance dated 29th October, 2003 and registered at the Office of the A. D. S. R. Bidhan Nagar (Salt Lake) in Book No. I Volume No. 186 at pages 45 to 53 Being No. 3020 of 2006, Rampada Mondal and Sunil Mondal, therein jointly referred to as the Vendors of the One Part and the vendor herein therein referred to as the Purchaser of the Other part, the Vendors herein purchased and acquired ALL THOSE the pieces and parcels of land measuring about 12.60 Satak be the same a little more or less comprised in or forming part of L. R. Dag Nos. 99, 101 and 106 Mouza Bazetruf within the jurisdiction of Chandpur Gram Panchayat under P. S. Rajarhat in the district of 24 Parganas (North) (herein



- after referred to as "the said land") which is more fully mentioned and described in the Schedule written here under;
- ii) The Vendor herein thus became the absolute owner of otherwise sufficiently entitled to the said land and the Vendor is in khas peaceful physical and actual possession of the said land.
- iii) The said land is free from all encumbrances whatsoever and howsoever;
- iv) The Vendor has not applied for mutation and the said land is still recorded in the name of his predecessor in title Charubala Dasi, since deceased.
- B. The Vendor being in urgent need of money for his personal and family requirements, has approached the purchaser and offered to sell the said land and has negotiated with the purchaser herein for sale of the said land and has 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 lispendens 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 Vendor the entire amount of the said mutually agreed consideration and has called upon the Vendor to grant this conveyance in its favour.

# NOW THIS INDENTURE WITNESSETH

as follows:

 Relying on the aforesaid representations and assurances amongst others made by the Vendor and believing the same to

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be true and fully relying thereon and in pursuance of the said offer of the Vendor to sell and the agreement arrived at between the Vendor and the Purchaser thereupon and in consideration of the total agreed sum of Rs. 3,58,909/- (Rupees Three Lacs Fifty Eight Thousand Nine Hundred & Nine) only of the lawful money of the Union of India well and truly paid in hands to the Vendor by the Purchaser at or before the execution of these presents as per Memo of Consideration described hereunder, the receipt whereof the Vendor 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 Vendor doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of Purchaser absolutely and forever free from encumbrances, charges, claims, demands, liens, trusts, mortgages, lispendens, attachments, acquisitions and/or requisition the said land being ALL THOSE the pieces and parcels of land measuring about 12.60 Satak be the same a little more or less comprised in or forming part of L. R. Dag Nos. 99, 101 and 106 recorded vide L. R. Khatian No. 154 Mouza Bazetruf under Chandpur Gram Panchayat within jurisdiction of P. S. Rajarhat in 24 Paragans (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 benefits privileges easements quasi-easements appendages and appurtenances and other similar rights for the beneficial use

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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 Vendor or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from under through or in trust for the Vendor.

- II. AND THAT the Vendor doth hereby covenant that the interest which the Vendor professes to transfer, subsists and that the Vendor has 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 Vendor or her predecessors in interest and/or title or any person or persons lawfully and equitably claiming as aforesaid.
- IV. AND THAT the Vendor doth hereby declare that the said land is under his own direct cultivation and that there is no Bargadar or Bhag Chasi in the said land.



- V. AND THAT the Vendor 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 Vendor.
- 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 Vendor and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever.
- VII. **AND THAT** the Vendor 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 Vendor 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 Vendor till the date hereof and the Vendor doth hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.

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- IX. **AND THAT** the vendor doth hereby further assure and confirm that the Vendor has not applied for mutation of his name in respect of the said land and that the said land is still recorded in the name of his predecessor in title Charubala Dasi.
- X. AND THAT the Vendor doth hereby further covenant that he 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.

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XI. AND THAT the Vendor has assured the vendor had offered the said land to the contiguous owner of the said plot of land and that upon his refusal to purchase the same, the Vendor herein has approached and negotiated with the purchaser herein for the sale and transfer of the said land. The Vendor doth hereby further indemnify and covenant to keep indemnified the Purchaser herein against any claims, demands, injury, lis 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** pieces and parcels of land recorded vide L. R. Khatian No. 154 as per details below:

L. R. DAG NO	NATURE	TOTAL AREA IN DAG (In Satak)	AREA SOLD (IN SATAK)	
99	SALI	12		
101	DANGA	18	3.60	
106	DANGA	33	6.60	
	12.60			

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in total the area of land measuring 12.60 (Twelve Point Six Zero) Satak in Mouza Bazetruf 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 Vendor hereto has put and subscribed his hands and seals the day, month and year first above written.

SIGNED SEALED AND

**DELIVERED** by the within named Vendor at Kolkata in presence of:

& Innat de

L.J.J. of Nimmal Sardar by the pen of Sr Innat

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#### MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 3,58,909/- (Rupees Three Lacs Fifty Eight Thousand Nine Hundred & Nine) 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. 3,58,909-00

Rs. 3,58,909-00

(Rupees Three Lacs Fifty Eight Thousand Nine Hundred & Nine) Only

Witnesses:

1. & Annat Ac. of Bogdobs

2. Abdul Kadın Moller of Bogdoba

L.J.J. of Nirmal Sarders by the pen of & Innet \$4

Drafted by me.

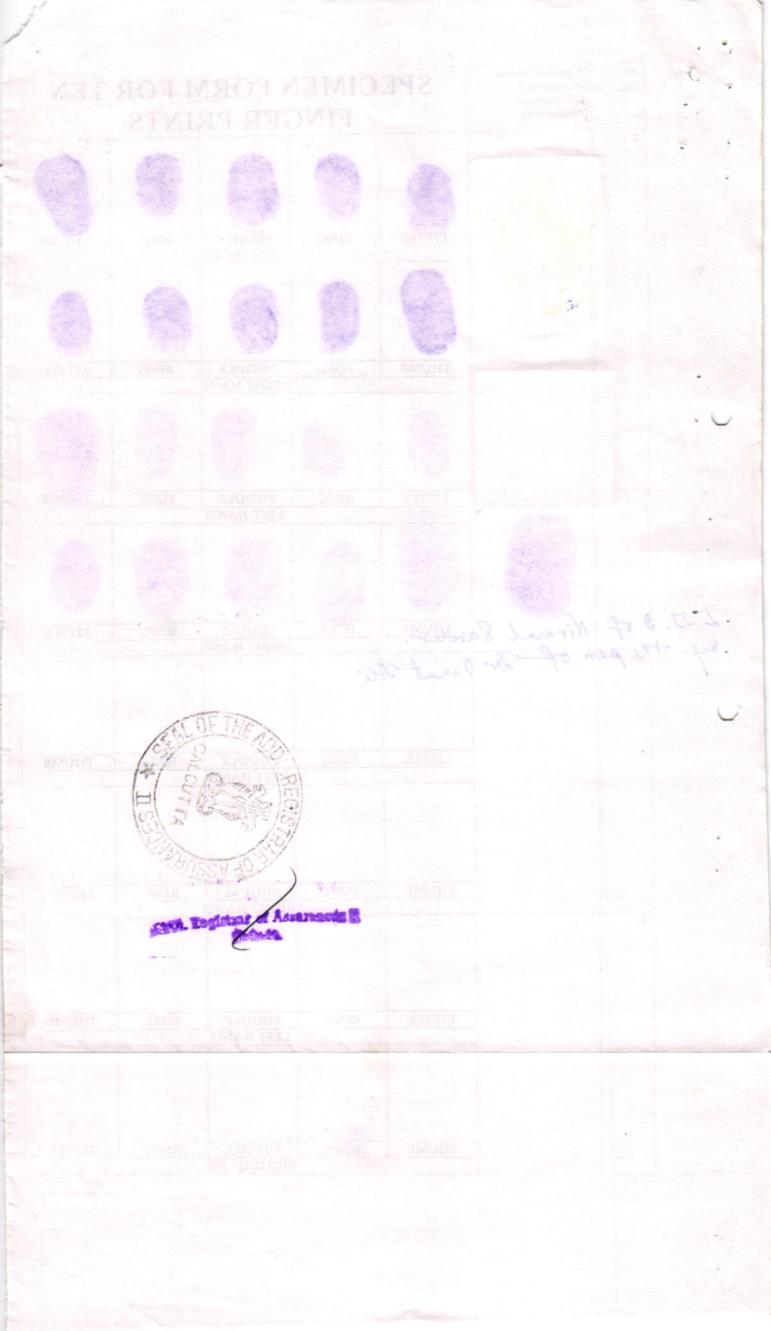
(S. K. Kanodia)

Advocate.

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DATED 21 8t day of June, 2006

### **NIRMAL SARDAR**

- VENDOR

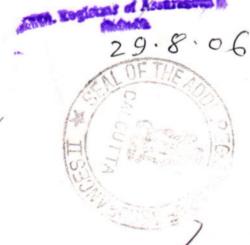
AND

# CRYSTAL MERCANTILE PRIVATE LIMITED

- PURCHASER

# DEED OF CONVEYANCE

In respect of an area of land Measuring 12.60 Satak in Mouza Bazetruf, 24 Parganas (North)



# KANODIA & CO.,

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Solicitors & Advocates, 6, Old Post Office Street, KOLKATA – 700001. Off: 22307298/22109532

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Res.: 26557108/0151
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