10 07242



পশ্চিমৰ্ঞা पश्चिम बंगाल WEST BENGAL 0 161564 a/s 5 (1) of W B L R Act 1984 duly States Court the Indian A 24-Paresers

> 55 B. B. - 30 23 MAY 2006 - 1 27 JUN 2008

THIS DEED OF CONVEYANCE made on this Boday of May Two

Thousand and eight

49000x 5 + 24 420 Definit Stamp duty of Ra.

BETWEEN

1). SRI ASIM KUMAR GHOSH 2) SRI AJIT KUMAR GHOSH, both sons of Late Sushil Chandra Ghosh and at present residing at 6B, Charakdanga Road, Kolkata- 700 013 and 3) SMT JOYASRI GHOSH AND 4) SRI ABHISHEK GHOSH, wife and son of Late Asit Kumar Ghosh both residing at Lake Road. Topchanchi, Dhanbad, Tharkhand, hereinafter referred to as the "OWNERS/VENDORS" the Owners are represented by their lawfully. Constituted. Attorney AMAL CHAKRABORTY son of LATE B.N.CHAKRABORTY, by faith - Hindu, by occupation - Business residing at KAIKHALI, CHIRIAMOR, P.S. - AIRPORT, District North 24 Parganas (which expression shall unless excluded by or repugnant to the context. hereof be deemed to mean and include their heirs executors and/or administrators and/or assigns) of the FIRST PART;

AND

M/S SWAN LAKE COMMERCIAL PRIVATE LIMITED, a company duly incorporated under the provisions of Companies Act, 1956 represented by its director and having its registered office at 7 No. Udayan Pally, CD- 162, P.O. – Aswini Nagar, P.S. Rajarhat, Kolkata – 700 051 hereinafter referred to as the PURCHASERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor or successors in office and/or assigns) of the SECOND PART;

AND

- DILIP SEN, S/o- Late Gopal Sen.residing at Vill- Kalkhali, Chiriamore, P.O.-R. Gopalpur, P.s. - DumDum Airport, Kol-700136.
- SUBAL MONDAL, Sto- Late Abani Mondal residing at Vill- Arjunpur. Charakdanga, P.S.- Rajarhat, Kol- 700136.
- BABU DEY son of Late Umesh Chandra Dey residing at Vill- 1 Motilal Colony.
 P.S. Dumdum, Kolkata-700028
- 4.BIKASH CHANDRA son of Sri Mohon Chandra residing at Vill-Narayanpur, Tatul Tala P.S. Dumdum Airport, Kolkata 700136
- BIMAL GHOSH son of Late Jaganath Ghosh residing at Vill- Kaikhali, Daspara, P.O. & P.S. Airport, Kolkata-700052
- BINOY CHAKRABORTY son of Sri Dhirendra nath Chakraborty residing atVill- G/F 20, Jyangra, Baguiati, P.S. Rajarhat, Kolkata-700059
- KANK SARDAR son of late Kanai Lal Sardar residing at Vill-Narayanpur, Tatuhala, P.S. Airport, Kolkata-700136
- 8.BARUN DAS son of Late Nanda Kishore Das residing at Vill-Kaikhali, Daspara, P.O. & P.S. Airport, Kolkata-700052
- 9.PRASANTA SAMANTA son of Sri Dhiren Samanta residing at Vill-Dashadrone, P.O.R/Gopalpur P.S. Rajarha, Kolkata-700136
- DIPANKAR DAS son of Sri Khokon Das residing at Vill-84/1, Jagadish Bose.
 Road, New Barackpur P.S.Khardha, Kolkata-700131

all by faith Hindu, by occupation Business, all hereinafter called and referred to as the as the **CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, nominees and assigns) of the **THIRD PART**.

WHEREAS:

1. At all material times by virtue of the several Deeds of conveyance one Sushil Chandra Ghosh and Hiran Kumur Ghosh purchased several plots of land having an area of 5.74 Acres situated at Madhyamgram comprised in C.S Dag No., 957 appertaining C.S. Khatian No.84, C.S Dag No., 958 appertaining C.S. Khatian No. 230, C.S Dag No., 958 appertaining C.S. Khatian No. 84, C.S Dag No., 960 appertaining C.S. Khatian No. 119, C.S. Dag No., 961 appertaining C.S. Khatian No. 136, C.S Dag No., 963 appertaining C.S. Khatian No. 515, C.S Dag No., 989 appertaining C.S. Khatian No. 29/1, C.S. Dag No., 990 appertaining C.S. Khatian No. 29/1, C.S. Dag No. 991 appertaining C.S. Khatian No. 107, C.S Dag No. 992 appertaining C.S. Khatian No. 280, C.S Dag No., 993 appertaining C.S. Khatian No. 29/1. C.S Dag No., 994 appertaining C.S. Khatian No. 280, C.S. Dag No., 994/1511 appertaining C.S. Khatian No. 561, C.S Dag No., 994/1512 appertaining C.S. Khatian No. 267, C.S Dag No., 995 appertaining C.S. Khatian No. 127, C.S Dag No., 996 appertaining C.S. Khatian No. 436, C.S Dag No., 996/1479 appertaining C.S. Khatian No. 63, C.S Dag No., 996/1480 appertaining C.S. Khatian No. 281, C.S Dag No., 996/1481 appertaining C.S. Khatian No. 291, C.S Dag No., 996/1482 appertaining C.S. Khatian No. 556, C.S Dag No., 996/1483 appertaining C.S. Khatian No. C.S. Dag No., 996/1484 appertaining C.S. Khatian No. 164, C.S. Dag No., 996/1485 appertaining C.S. Khatian No. 164, C.S Dag No., 996/1486 appertaining C.S. Khatian No. 258 and C.S Dag No., 996/1487 appertaining C.S. Khatian No. 46, J.L. No. 43, Mouza: Udayrajpur, Barasat Police Station, Under Madhyamgram Municipality, Ward No.9, District: North 24 Paraganas (hereinafter referred to as the said Plots of land) and became the joint owners thereof and seized and possessed of the same.

- 2. While seized and possessed of the aforesaid plots of land as absolute owners thereof, said Sushil Chandra Ghosh and Hiran Kumar Ghosh by a registered Deed of Conveyance dated 06.01.1942 sold, transferred, and conveyed the aforesaid plots of land in favour of Ghosh's Estates Limited on valuable consideration as mentioned therein and the said Deed was duly registered in the office of the Registrar of Assurance at Kolkata and recorded in Book No. 1. Volume No. 23 Pages 1 to 18 being Deed No. 81 for the year 1942.
- After purchasing the aforesaid plots of land said Ghosh's Estates (P) Limited duly and seized and possessed of the same by recording their name in the Records of Rights.
- 4. Said Sushil Chandra Ghosh son of Late Amritlal Ghosh during his life time created a family trust namely Amrita Lal Ghosh Trust (bereinafter referred to as the said Trust) and vested his shares and royalty receiving rights morefully and particularly described in schedule "A" and "B" written in the said Trust Deed and the said Trust was registered with the Registrar of Assurances, Kolkata and duly recorded in Book No. 1 Vol. No. 91 pages 151 to 165, being Deed No. 3279 for the year 1949 for the purpose of celebration of Annual Durga Puja and Annapurna Puja and maintenance of the settlor during his life time and certain other purposes and also for the benefit of the beneficiaries being his sons namely Asim Kumar Ghosh, Ajit Kumar Ghosh and Asit Kumar Ghosh named in the said Trust and appointed himself along with one Murari Mohan Mitra and Abani Kumar Kirty as Trustees to the said Trust.

- 5. Pursuant to the aforesaid provision as contained in the said Deed of Trust Dated 3rd October, 1949, said Asim Kumar Ghosh Ajit Kumar Ghosh and Asit Kumar Ghosh were inducted as a Trustees after attaining the age of 18 by the continuing Trustees on 29 May, 1951, 4th August, 1954 and 20th November, 1954 respectively and the existing two Trustees namely Murari Mohan Mitra and Abani Kumar Kirti resigned as a Trustees to the said Trust on 4th August, 1954 and 1th March, 1957 respectively.
- Thus, the said Sushil Chandra Ghosh, Asim Kumar Ghosh, Ajit Kumar Ghosh and Asit Kumar Ghosh remained the Trustees to the aforesaid Trust.
- 7. While use and enjoyment of the said plots of land as an absolute owner thereof, said Ghosh's Estate Private Limited sold, transferred and conveyed the aforesaid plots of land in favour of aforesaid "Amrita Lal Ghosh Trusi" on valuable consideration as mentioned therein and the said Deed was duly registered in the office of the Registrar of Assurances and recorded in Book No. 1. Volume No. 14 Pages 168 to 185 Being No. 1129 for the year 1958.
 - Thus the said Amrita Lal Ghosh Trust by virtue of the aforesaid Deed of Conveyance became the absolute owner in respect of the said plots of land and seized and possessed of the same.
- Said Sushil Chandra Ghosh, being the settlor as well as the Trustee to the said Trust died intestate on or about 25th October, 1959 and accordingly the remaining Trustees namely Asim Kumar Ghose Ajit Kumar Ghosh and Asit Kumar Ghosh remained and continued as the Trustees to the aforesaid Trust.

- 10. While use and enjoyment of the aforesaid plots of Land, said "Antrita Lal Chosh Trust" by several Deeds of Conveyance also purchased several plots of land adjoining to the said plots of land having a total area of 47 1/4 decimal from the then owners situated at Madhyamgram under C.S. Dag 995 under C.S. Khatian No. 84, Dag No. 994(P) under C.S. Khatian No. 280, C.S.Dag No. 994/1511(P) under C.S. Khatian No. 361, C.S. Dag No. 994/1596 under C.S. Khatian No. 268 and C.S. Dag No. 962 under C.S. Khatian No. 30 and 31, J.L. No. 43, Mouza: Udairajpur, Police Station Barasaat, under Madhyamgram Municipality, Ward No. 9 in the District 24 Paraganas (North) and became the absolute owner thereof.
- 11. Thus the said Amrita Lal Ghosh Trust became the absolute owner in respect of ALL THAT piece and parcel of land commonly known as KUHÜKEKA Gardens having a total area of 6.21 Acres equivalent to 374 Cottahs (more or less) at Madhyamgram, Mouza: Udairajpur under Barasaat Police Station. District: North 24 Paraganas and became the owner thereof (hereinafter called the said Property) more fully and particularly described in the FIRST SCHEDULE hereunder written.
- 12. While seized and possessed of the aforesaid plots of Land as an absolute owner thereof, one of the trustees namely Ajit Kumar Ghosh inducted several tenants at different portion of the aforesaid land and the said tenants constructed various Tin-sheded structures at different places on the aforesaid plots of land.
- 13. Disputes and/or differences having been arisen between the Trustees to the said Trust with regard to the Administration and management of the said Trust, the Managing Trustee of the said "Amrita Lal Ghosh Trust" tiled a

suit before the Hon'ble High Court at Calcutta being Suit No. 197 of 1983 (Asim Kumar Ghosh Vs Ajit Kumar Ghosh & Others) interalia praying for administration and removal of other trustees from the office of the said Trust and appointment of new Trustees in their place and stead and for framing of a scheme for proper administration of the said Trust

- During the pendency of the said suit, the Hon'ble High Court at Calcutta on consent of all the parties to the said Suit passed an order vide its order dated 15th May, 1985 inter alia, declaring that the said property no longer be treated as the Trust Property and it was declared by way of a preliminary degree that the said property shall vest absolutely in the beneficiaries of the said "Amrita Lal Ghosh Trust" namely. Sri Asim Kumar Ghose, Sri Ajit Kumar Ghosh and Sri. Asit Kumar Ghosh having equal undivided one-thad share each therein and directed to execute a formal Deed if required to that effect.
- 15. Pursuant to the said order passed by the Hon'ble High Court at Calcutta, Sri Ajit Kumar Ghosh, one of the vendor herein gave effect to the said order passed by the Hon'ble High Court at Calcutta by executing a formal Deed which was registered in the office of Registrar of Assurances at Calcutta and the same was recorded in Book No. 1. Volume No.1 Pages 1 to 17 being No. 6089 for the year 2006.
- 16. Thus said Sri Asim Kumar Ghose, Sri Aju Kumar Ghosh and Sri Asit Kumar Ghosh became the absolute owners having undivided one-third share each in respect of the aforesaid property and reized and possessed of the same.

- 17. Sri Asit Kumar Ghosh, being the younger brother died intestate on 17.11.1998 leaving behind him his wife namely Smt. Joyasri Ghosh and only son Sri Abhishek Ghosh, being his only legal heirs who after the detrise of the said Asit Kumar Ghosh inherited his undivided One- third share in respect of the aforesaid property and became the joint owners thereof.
- 18. On the intervention of family friends, well wishers and relatives and for the bettefit of the family in general and for the purpose of avoiding long drawn family dispute and litigation, the owners namely Sri Asim Kumar Ghose, Sri Ajit Kumar Ghosh and the legal heirs of Sri Asit Kumar Ghosh, (since deceased) namely Smt Joyasri Ghosh and Abhishek Ghosh have monually agreed to resolve the disputes with regard to the said property whereby they all have agreed to sell, transfer and convey their undivided share in the said property to any intending purchaser and/or purchasers.
- 19. 1.Sri Asim Kumar Ghose, 2.Sri Ajit Kumar Ghosh, 3.Smt Joyasri Ghosh and 4.Abhishek Ghosh the Owners/ Vendors herein, appointed one AMAL CHAKRABORTY son of LATE B.N.CHAKRABORTY, by faith-Hindu, by occupation Business residing at KAIKHALL, CHIRIAMOR, P.S. AIRPORT, District North 24 Parganas as their constituted attorney by way of a registered G.P.A. bearing no.2758 dated 15.05.2008 duly registered at NORTH 24 PARGANAS copied in Book NO. IV, for the year 2008 for the said property as mentioned in the Second Schedule hereunder.
- 20. The Confirming Party herein has entered into an Agreement for Sale with the present Vendors towards the Schedule property and the Confirming Party herein has absolute right to nominate any purchaser and accordingly the Purchaser herein when agreed to purchase the said land, the Confirming

Party herein gave his consent and confirm this sale and declare that he has no right claim and demand whatsoever against the said property and he already received the amount paid as part consideration to the Vendor from the present Purchaser. That upon execution of this deed of conveyance, the vendor and the confirming party jointly executed and registered other deeds and accordingly the entire consideration has been paid to the vendors and confirming party through different cheques and for the purpose of only this deed the proportionate consideration amount in respect of the vendor and confirming party has been written in the Memo of consideration of this deed.

21. The Purchasers being destrous to purchase a demarcated portion in the aforesaid plot of land having an area of 3.9856 Cottahs, equivalent to 6.57 Decimals comprised in R.S Dag No. 996/1480 corresponding to L.R. Dag No. 2442 & 3.0144 Cottahs, equivalent to 4.98 Decimals comprised in R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2443 i.e. in total 07 Cottahs, equivalent to 11.55 Decimals(more or less under L.R. Khatian No.3302, J.L. No 43, Mouza, Udairajpur, Police Station Barasaat, under the Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District North 24 Paraganas (hereinafter referred to as the "said Plot of land") approached the present Vendors for purchasing the same and accordingly the Vendors agreed to sell and the Purchasers agreed to purchase the same at or for a total consideration of Rs 38,50,000/-(Rupces Thirty Eight Lakhs Fifty Thousand only) free from all encumbrances, charges, liens attachments whatsoever.

NOW THIS INDENTURE WITNESSETH that in consideration of a sum of Rs 38,50,000/-(Rupces Thirty Eight Lakhs Fifty Thousand only)paid by the PURCHASERS to the VENDOR at or immediately before the execution of these presents and the VENDORS doth hereby admit and acknowledge to have received the same and/or every part thereof as per the memo of consideration given below (The Purchasers paid and the Vendors received money and several Pay-orders with several quantum in the names thomselves and different persons at the request of the Vendors, on the Vendor's undertaking to make suitable adjustment of the total consideration and the Vendors shall not raise any dispute and/or claim in regard to the total consideration) VENDORS doth hereby by these presents indefeasibly grant. convey and transfer, assign and assure unto the PURCHASERS ALL THAT a demarcated portion having an area of 3.9856 Cottahs, equivalent to 6.57 Decimals comprised in R.S Dag No. 996/1480 corresponding to L.R. Dag No. 2442 & 3.0144 Conahs, equivalent to 4.98 Decimals comprised in R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2443 i.e. in total 07 Cottahs, equivalent to 11.55 Decimals(more or less) under L.R. Khatian No.3302, J.L. No 43, Mouza, Udairajpur, Police Station Barasaat, under the Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District North 24 Paraganas commonly known as Kuhukeka gardens more fully and particularly described in the SECOND SCHEDULE free from all encumbrances, charges, liens, uttachments whatsoever HOWSOEVER otherwise the said demarcated plot of land now or heretafore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER with the land or ground whereapon or on part whereof the same is erected and built together with all houses, out-houses sewers, drains, ditches, path passages, water course, erections, fixtures, walls, yards, countyards, and benefit and advantages of ancient and other lights, liberties easements privileges, appendages and appurtenances whatscever in the said demarcated property or any part thereof belonging or in any wise appertaining to or with the same or any part

thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with all estate, right, title, inheritance, use, trust, property, claim land demand whatsoever both at law and in equity of the VENDORS into and upon the said property or every part thereof AND all deeds, puttas, minuments, writings and evidences of title which in any wise relate to the said demarcated plot of land or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the VENDORS, their legal heirs representatives or any person from whom be or they can or may procure the same without action or suit at law or in equity AND TO HAVE AND TO HOLD AND ENJOY the said demarcated portion in respect of the aforesaid property and every part thereby granted, conveyed and transferred or expressed and intended unto and to the use of the PURCHASERS, their successors or successors in office and/or assigns forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, lieus etc. whatsoever created or suffered by the Vendors of these presents AND the doth hereby for themselves, their heirs, executors, administrators and representatives, covenant with the PURCHASERS, their successors in office and/or assigns, NOTWITHSTANDING any act, deed, or thing whatsoever, by the VENDORS or by any of their predecessors and uncestors in title, done or executed or knowingly suffered to the contrary the VENDORS had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell convey, transfer, assign and assure the said demarcated property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto land to the use of the

PURCHASERS, its successor or successors in office and/or assigns in the manner aforesaid AND THAT the PURCHASERS, its successor or successors in office and/or assigns shall and may at all times hereafter, peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the VENDORS will and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts attachments and encumbrances whatsoever made or suffered by the VENDORS or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said demarcated portion in respect of the aforesaid property or any part thereof from under or in trust for them the Vendors or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the PURCHASERS, their successor or successors in office and/or assigns do and execute, or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said demarcated property and every part thereof unto and to the use of the PURCHASERS, its successor or successors in office and/or assigns according to the true intent and meaning of these presents as shall or may be

reasonably required AND FURTHERMORE THAT the VENDORS and all their heirs, executors and administrators and/or assigns shall at all times

hereafter indemnify and keep indemnified the PURCHASERS, its successor or successors in office and/or assigns against any loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendors or any breach of the covenants hereinunder contained.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT a piece and parcel of land situated thereon commonly known as KUHUKEKA Gardens having a total area of 6.22 Acres equivalent to 374 Cottahs more or less, under R.S. Dag No 957, corresponding to L.R. Dag No. 2413, R.S. Dag No 958 corresponding to L.R. Dag No. 2413 and 2414. R.S. Dag No 959 corresponding to L.R. Dag No. 2415, R.S. Dag No. 960 corresponding to L.R. Dag No. 2415, R.S. Dag No. 960 corresponding to L.R. Dag No. 2415, R.S. Dag No. 962 corresponding to L.R. Dag No. 2416, R.S Dag No. 963 corresponding to L.R. Dag No. 2436, R.S. Dag No 989 corresponding to L.R. Dag No. 2435, R.S Dag No. 990(P) corresponding to L.R. Dag No. 2415, 2438 and 2439, R.S Dag No. 990(P) corresponding to L.R. Dag No. 2440, R.S Dag No. 993, 994/1311 and 994/1512 corresponding to L.R. Dag No. 2440, R.S Dag No. 993, 994/1311 and 996/1479 corresponding to L.R. Dag No. 2441, R.S Dag No. 996/1480 corresponding to L.R. Dag No. 2442, R.S Dag No. 996/1483 and 996/1484 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1483 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1485 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2444, R.S Dag No. 996/1486

No. 2446, all under L.R. Khatian No.3302, R.S. Dag No. 961 under R.S. Khatian No.136/230, R.S. Dag No. 994 under R.S. Khatian No.136/230, R.S. Dag No. 994 under R.S. Khatian No.1398, R.S. Dag No. 996/1596 under R.S. Khatian No. 268, R.S. Dag No. 995 under R.S. Khatian No. 1050, C.S. Dag No. 996/1481 under C.S. Khatian No. 91, J.L. No. 43, Meuza, Udairajpur, Police Station Barasaut, under the Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Paraganas commonly known as KUHUKEKA GARDENS J.L. No. 43 Mouza: Udairajpur under Barasaut Police Station, District: North 24 Paraganas and butted and bounded as follows:

ON THE NORTH : By Municipal Road

ON THE SOUTH : By Municipal Road and partly by a Mosque

ON THE EAST : Partly by Public Road and Partly

By C.S.Dag No. 990(P),

989/1591 and 989(p)

ON THE WEST By Jessore Road (North)

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT a demarcated portion having an area of 3.9856 Cottahs, equivalent to 6.57 Decimals comprised in R.S Dag No. 996/1480 corresponding to L.R. Dag No. 2442 & 3.0144 Cottahs, equivalent to 4.98 Decimals comprised in R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2443 i.e. in total 07 Cottahs, equivalent to 11.55 Decimals/more or less) under L.R. Khatian No.3302, all recorded as Bastu (together with one storey structure) & Bagan respectively J.L. No 43, Mouza, Udnirajpur. Police Station Barasaat, under the Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Paraganas, The Plot of Land being numbered as "A1" butted and bounded by:

A Map or Plan Annex hereto bordered "RED" line being part of this document

PLOT NO. " A1"

ON THE NORTH

: Municipality Road

ON THE SOUTH

: R.S. Dag. 996/1480 & 996/1481

ON THE EAST

R.S. Dag. 996/1484, 996/1485 & 996/1486

ON THE WEST

: R.S. Dag. 996/1480 & 996/1479

IN WITNESS WHEREOF the parties to these presents hereto set and subscribed their respective hands and seals on the day, month and year first above written.

This Indenture of Conveyance and the Memo of Consideration has been read over and explained to the vendors in Bengali language to which they have admitted and have understood

1.

Amal Rakrabarli

ATTORNEY OF THE VENDOR

V. Lu Cam Haloez

Briston Smoother School Smoother Smoother Smoother Smoother Smoother School Smoother School and School and Briston Bell Briston Best March and Briston Best Marc

SIGNATURE

OF

THE

MEMO OF CONSIDERATION

Paid by the within named Purchaser, the within mentioned Sum of Rs 38,50,000/-(Rupees Thirty Eight Lakhs Fifty Thousand).Only

PART-1

The entire Memo of Consideration paid to the Vendors through different cheques as per Memo below:

RECEIVED By Smt. Joyasri Ghosh & Sri. Abhisbek Ghosh the sum of Rs. 1,10,00,000.00 (Rupees One Crore Ten Lakhs only) only being the full consideration money as per Memo in terms of these presents:

	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	errentation.	
l,	By Pay order being No. 100804 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Smt. Joyasri Ghosh	-	Rs.16,25,000.00
2.	By Pay order being No. 100806 dated 24,04,2008 Drawn on ABN Amro Bank in favour of Sri. Abhishek Ghosh		Rs.16,25,000,00
3.	By Pay order being No. 100813 dated 24.04,2008 Drawn on ABN Amro Bank in favour of Sri. Debashis Das on request of the Vendors		Rs.10,00,000.00
4.	By Pay order being No. 100812 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sri. Ganesh Chandra Dutta on request of the Vendors		Rs. 10,00,000.00
5,	By Pay order being No. 100810 dated 24.04,2008 Drawn on ABN Amro Bank in favour of Sri. Kapil Dey on request of the Vendors	#	Rs.25,00,000.00
6,	By Pay order being No. 100808 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sout, Jharna Ghoshal on request of the Vendors	+	Rs.12,50,000,00
7.	By Pay order being No. 100815 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sri. S. K. Gheshal on request of the Vendors	***	Rs.12,50,000,00
8.	By diverse cheques paid earlier	-	Rs.7,50,000.00

Total:

Rs1,10,00,000,00

(RUPEES ONE CRORE TEN LAKHS ONLY)

RECEIVED By Asim Kumar Ghosh the sum of Rs. 3,34,00,000,00 (Rupees Three Crores Thirty Four Lakhs only) only being the full consideration money as per Memo in terms of these presents:

 By Pay order being No. 100805 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Smt. Joyasri Ghesh.

Rs. 9,00,000.00

 By Pay order being No. 100807 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sri. Abhiabek Ghoab on request

Rs. 9,00,000.00

 By Pay order being No. 100917 dated 15.05,2008 Drawn on ABN Amro Bank in favour of Sri. Bhakti Tatan Biswas

Rs. 25,00,000.00

 By Pay order being No. 100916 dated 15.05.2008

Rs291,00,000.00

Totai:

Rs.3,34,00,000.00

(RUPEES THREE CRORES THIRTY FOUR LAKES ONLY)

RECEIVED By Ajit Kumar Ghosh the sum of Rs. 1,10,00,000.00 (Rupees One Crore Ten Lakhs only) only being the full consideration money as per Memo in terms of these presents:

 By Pay order being No. 100803 dated 24.04.2008 Drawn on ABN Amro Bunk in favour of Sri. Ajit Kumar Ghosh

Ra.32,50,000.00

 By Pay order being No. 100814 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sri. Debashis Das on request of the Vendor.

Rs 10,00,000 00

 By Pay order being No. 100811 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sri. Ganesh Chandra Dutta on request of the Vendor.

Rs20,00,000.00

 By Pay order being No. 100349 dated 26.03.2008 Drawn on ABN Amro Bank in favour of Pragma Tech India Pvt. Ltd. on request of the Vendor.

Rs.13.00,000.00

 By Pay order being No. 100348 dated 26.03.2008 Drawn on ABN Amro Bank in favour of Pragma Tech India Pvt. Ltd. on request of the Versior.

Rs.27,00,000.00

By diverse cheques paid earlier

Rs. 7,50,000 00

Total: Rs. 1,10,00,000,00

(RUPEES ONE CRORE TEN LAKHS ONLY)

IN WITNESS WHEREOF the parties to these presents hereto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES:

1.

3 Com Harsen

Amal Chakrabouli

SIGNATURE OF THE CONSTITUED ATTORNEY OF THE VENDORS

PART-II

The entire Memo of Consideration paid to the Confirming Party through different cheques as per Memo below

SI.		Chq.			
No.	Name	No.	Bank	Date	Amoun
1	Dilip Sen	252384	ABN AMRO BANK	20.05.2008	129500
		252395	ABN AMRO BANK	20,05,2008	129500
		252307	ABN AMRO BANK	20.05,200B	129500
		252398	ABN AMRO BANK	20.05.2008	
		252399	ABN AMRO BANK	20.05.2008	129500
		252400	ABN AMRO BANK	20.05.2008	
			001000000000000000000000000000000000000	20.00.2000	129600
2	Subal Mondal	267351	ABN AMRO BANK	20.00.000	777000
	CASHINE WAR	287352	ABN AMRO BANK	20.05.2008	129500
		287353	ABN AMRO BANK	20.05.2008	129500
		267354	ABN AMRO BANK	20.05.2008	129506
		267355	ABN AMRO BANK	20.05.2008	129500
		267358		20.05.2008	129500
		201400	ABN AMRO BANK	20.05.2008	129500
60	600-1-60	26320166			777000
3	Babu Dey	267357	ABN AMRO BANK	20.05.2008	129500
		267359	ABN AMRO BANK	20.05.2008	129500
		287359	ABN AMRO BANK	20.05.2008	129500
		267380	ABN AMRO BANK	20.05.2008	129500
		267351	ABN AMRO BANK	20.05.2008	129500
		267362	ABN AMRO BANK	20.05.2008	129500
				-00000000000000000000000000000000000000	777000
4	Bikash Chandra	267363	ABN AMRO BANK	20.05.2008	Married Street, Square, Street, Street
		267364	ABN AMRO BANK	20.05.2008	129500
		267365	ABN AMRO BANK	20.05.2008	129500
		267365	ABN AMRO BANK	20.05.2008	129600
		267367	ABN AMRO BANK	20.05.2008	129500
		267368	ABN AMRO BANK	20.05.2008	129500
-				49,00.2000	1295000
5	Bimai Gnosh	207200	A Part Assessment of the Control		777000
	Girlar Gridan	267369	ABN AMRO BANK	20.05.2008	129500
		267370 267371	ABN AMRO BANK	20.05.2008	129500
			ABN AMRO BANK	20.05.2008	129500
		267372	ABN AMRO BANK	20.05.2008	129500
		267373 267374	ABN AMRO BANK	20.05.2008	1295000
		201314	ABN AMRO BANK	20 05.2008	1295000
	Binov				7770000
6	Chakraborty	- Carrenne	Water and the arrest of	ecesta totales	1000
	SHIGHT BULLY	267375	ABN AMRO BANK	20.05.2008	1295000
		267376	ABN AMRO BANK	20 05 2008	1295000
		287377	ABN AMRO BANK	20.05,2008	1295000
		287378	ABN AMRO BANK	20.05.2008	1295000
		287379	ABN AMRO BANK	20.05.2008	1295000
		287380	ABN AMRO BANK	20.05.2008	1295000
-				0.000.000.000.000	7770000
7	Kanak Sardar	267381	ABN AMRO BANK	20.05.2008	1295000
		267382	ABN AMRO BANK	20.05.2008	1295000
		267383	ABN AMRO BANK	20.05.2008	1295000
		257384	ABN AMRO BANK	20.05.2008	1295000
		267385	ABN AMRO BANK		
		2673BE		20.05,2008	1295000
		5012DF	ABN AMRO BANK	20.05.2008	1295,00

8	e	20000			7770000
-0	Barun Das	267387	ABN AMRO BANK	20.05,2008	1295000
		267388	ABN AMRO BANK	20.05,2008	1295000
		267389	ABN AMRO BANK	20.05.2008	1295000
		267390	ABN AMRO BANK	20.05.2008	1295000
		267391	ABN AMRO BANK	20.05.2008	1295000
		267392	ABN AMRO BANK	20.05.2008	1295000
	Presenta				7770000
9	Semanta	287393	ABN AMRO BANK	20.05.2008	1295000
		267394	ABN AMRO BANK	20.05.2008	1295000
		267395	ABN AMRO BANK	20.05.2008	1295000
		267396	ABN AMRO BANK	20.05.2008	1295000
		257397	ABN AMRO BANK	20.05.2008	1295000
		287398	ABN AMRO BANK	20.05.2008	1295000
					7770000
10	Dipankar Das	267399	ABN AMRO BANK	20.05.2008	1295000
		287400	ABN AMRO BANK	20.05.2008	1295000
		270601	ABN AMRO BANK	20.05.2008	1295000
		270602	ABN AMRO BANK	20.05.2008	1295800
		270603	ABN AMRO BANK	20.05,2008	1295000
		270604	ABN AMRO BANK	20.05.2008	1295000
					7770000

IN WITNESS WHEREOF the parties to these presents hereto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES:

WITNESSES:
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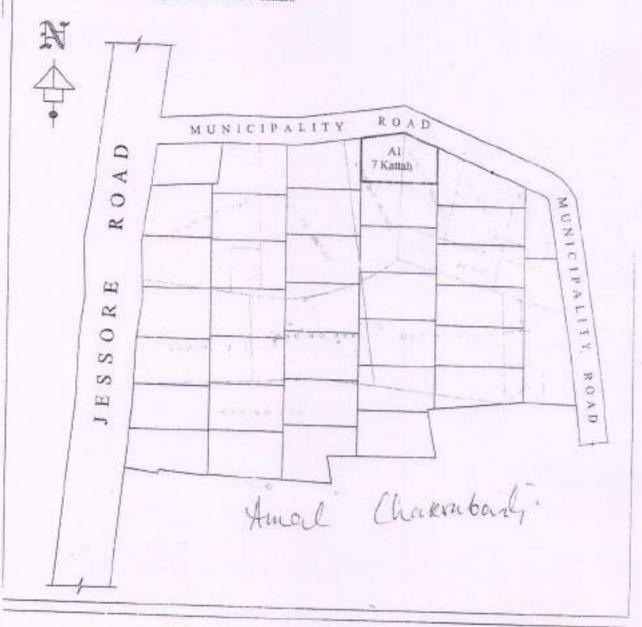
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SIGNATURE OF THE CONFIRMING PARTY

Drafted by: SASWATI PODDAR, Adv. WB/236/01

SITE PLAN OF LAND AT MOUZA-UDAYRAJPUR, J.L. NO.- 43, R.SDAG NO.-1480&1486,UNDER MADHYAMGRAMMUNICIPALITY, WARD NO.-9, P.S.-BARASAT, DIST.-NORTH 24 PARGANAS.

AREA OF LAND: R.S. Dag No.1480=3,9856 Kattah. R.S. Dag No.1486=3.0144 Kattah.



PAGE NO.

SI. No.	Signature of the Executants/ Presentants	he				
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	yar	Little	Ring (Left	Middle Hand)	Fore	Thumb
	pilit	•	0	0		0
+		Thumb	Pore (Right	Middle Hand)	Ring	Little
1	0	0	0			
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300						
		Thumb	Fore (Right)	Middle	Ring	Little

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Signature of the Executants/ Presentants					
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1 1 100 m	0	00		0	
2	Thumb	Fore (Right	Middle Hand)	Ring	Little
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	Little	Ring (Left)	Middle:	Fore	Thumb
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	Executantal	Executants Little Thumb Thumb Little	Executants Little Ring (Left Thumb Fore (Right Thumb Ring (Left Little Ring (Left Constant Constant	Little Ring Middle (Left Hand) Thumb Fore Middle (Right Hand) Little Ring Middle (Left Hand) Thumb Fore Middle (Left Hand) Little Ring Middle (Left Hand)	Executants Presentants Presentants

PAGE NO. -

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Sa		Little	Ring (Left i	Middle fand)	Fore	Thumb
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		Thumb -	Fore (Right I	Middle Hand)	Ring	Little

PAGE NO.

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100	z -1 /a/					***
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		Little	Ring (Left H	Middle and)	Fore	Thumb
-						2
		Thumb	Fore (Right H	Middle and)	Ring	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 15555 to 15584 being No 04183 for the year 2008.



(X) 05-August-2008 District Sub Register II Office of the D.S.R.-II NORTH 24-PARGANAS

West Bengal