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पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

Stamp Paper Order made in  
the Bill of W.B.L.R. Act 1984  
div. Stamp Office the India  
Stamp Act 1899 Subsequently  
amended Schedule LA. No.  
Date Paid.

North 24-Parganas  
S.A. & R.O.  
23 MAY 2008  
7 JUN 2008

THIS DEED OF CONVEYANCE made on this 23<sup>rd</sup> day of May, Two  
Thousand and eight

A42339-5	Deficit Stamp duty of Rs.	49000-106902 dt 13/6/08
E 750	for Section 49	49000-106904 dt 13/6/08
H 280	to pay to the Govt	49000-106905 dt 13/6/08
mb 450	Bank Duty	49000-106875 dt 13/6/08
	Date	49000-106874 dt 13/6/08
		24400-106874 dt 26/6/08
		27/6/08
		JA/250 TO
		900 20 TO
		270-00

42318-00

North 24-Parganas  
Deputy Commissioner

## 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, Jharkhand, 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 KAIKHALL, 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** ;

A.N.D

M/S VANILLA FIELDS PRIVATE LIMITED, a company duly incorporated under the provisions of Companies Act, 1956 represented by its director and having its registered office at 23, Maharishi Debendra Road, Kolkata - 700 007 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

1. **DILIP SEN**, S/o- Late Gopal Sen.residing at Vill- Kaikhali, Chiriamore. P.O.- R/ Gopalpur, P.s.- DumDum Airport, Kol-700136,

2.**SUBAL MONDAL**, S/o- Late Abani Mondal. residing at Vill- Arjunpur, Charakdanga, P.S.- Rajarhat, Kol- 700136.

3. **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

5. **BIMAL GHOSH** son of Late Jaganath Ghosh residing at Vill- Kaikhali, Daspara, P.O. & P.S. Airport, Kolkata-700052

6. **BINOY CHAKRABORTY** son of Sri Dhirendra nath Chakraborty residing at Vill- G/F 20, Jyanga, Baguati, P.S. Rajarhat, Kolkata- 700059

7. **KANK SARDAR** son of late Kanai Lal Sardar residing at Vill- Narayanpur, Tatultala, 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

10. **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 Kumar 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. 95, 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, Baraset Police Station, Under Madhyamgram Municipality, Ward No.9, District: North 24 Peragana ( 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. 73 Pages 1 to 18 being Deed No. 81 for the year 1942.
3. 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 (hereinafter 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 Kiry as Trustees to the said Trust.



5. Pursuant to the aforesaid provision as contained in the said Deed of Trust Dated 3<sup>rd</sup> 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, 4<sup>th</sup> August, 1954 and 20<sup>th</sup> 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 1<sup>st</sup> March, 1957 respectively.
6. 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 Trust" 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.
8. 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.
9. Said Sushil Chandra Ghosh, being the settlor as well as the Trustee to the said Trust died intestate on or about 25<sup>th</sup> October, 1959 and accordingly the *remaining Trustees* namely Asim Kumar Ghosh 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 "Amrita Lal Ghosh 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. 561, 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 KUHUKKA 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.
- 4
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" filed a

suit before the Hon'ble High Court at Calcutta being Suit No. 197 of 1983 (Asim Kumar Ghosh Vs Ajit Kumar Ghosh & Others) inter alia 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.

14. 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 15<sup>th</sup> 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 decree that the said property shall vest absolutely in the beneficiaries of the said "Anurita Lal Ghosh Trust" namely Sri Asim Kumar Ghose, Sri Ajit Kumar Ghosh and Sri Asit Kumar Ghosh having equal undivided one-third 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 Ajit Kumar Ghosh and Sri Asit Kumar Ghosh became the absolute owners having undivided one-third share each in respect of the aforesaid property and seized 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 demise 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 benefit 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 mutually 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.

20. The Purchasers being desirous to purchase a demarcated portion in the aforesaid plot of land having an area of 07 Cottahs , equivalent to 11.55 Decimals (more or less) comprised in R.S Dag No. 990, now L.R. Dag No. 2415, 2438 & 2439 under L.R. Khatian No. 2302, 11. No. 45, Mouza, Udaraipur, Police Station Barasnat, under the Madhyantgram Municipality Ward No. 9 ( on Jessore Road North), District: North 24 Parganas ( 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/- (Rupees 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/- (Rupees Thirty Eight Lakhs Fifty Thousand only) paid by the PURCHASERS to the VENDOR at  $\&$  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 terms of consideration given below (The Purchasers paid and the Vendors



received money and several Pay-orders with several quantum in the names themselves 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 07 Cottahs, equivalent to 11.55 Decimals (more or less) comprised in R.S Dag No. 990, now L.R. Dag No. 2415, 2438 & 2439 under L.R. Khatian No. 3302, J.L. No 43, Mouza, Udairajpur, Police Station Barasat, under the Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Paraganas commonly known as Kuhuakeka gardens more fully and particularly described in the **SECOND SCHEDULE** free from all encumbrances, charges, liens, attachments whatsoever thereon **HOWSOEVER** otherwise the said demarcated plot of land now or heretofore were or was situated, bounded, called, known, numbered, described and distinguished **TOGETHER** with the land or ground whereupon 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, courtyards and benefit and advantages of ancient and other lights, liberties easements privileges, appendages and appurtenances whatsoever 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, pattas, 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 he 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, liens etc. whatsoever created or suffered by the Vendors of these presents **AND** the VENDORS doth hereby for themselves, their heirs, executors, administrators and representatives, covenant with the PURCHASERS, their successors or successors in office and/or assigns, **THAT NOTWITHSTANDING** any act, deed, or thing whatsoever, by the VENDORS or by any of their predecessors and ancestors 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 cleanly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the VENDORS will and sufficiently severally 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 commonly known as KUHUKKA 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 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.991 and 992, corresponding to L.R. Dag No. 2440, R.S Dag No. 993, 994/1511 and 994/1512 corresponding to L.R. Dag No. 2447, R.S Dag No. 996(P) 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. 996/1482, 996/1483 and 996/1484 corresponding to L.R. Dag No. 2445, 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. 2443 and R.S Dag No. 996/1487 corresponding to L.R. Dag 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 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 49, Mouza. Udairajpur, Police Station Barasat, under the Madhyasgram Municipality Ward No. 9 (on Jessore Road North), District:



North 24 Paraganas commonly known as KUHUKKEKA GARDENS J.L. No. 43 Mouza: Udairajpur under Barasaat 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 07 Cettals , equivalent to 11.55 Decimals (more or less) comprised in R.S. Dag No. 990, now L.R.Dag No.2415, 2438 & 2439 under L.R. Khatian No.3302, all recorded as Danga. & Factory Shed respectively J.L. No 43, Mouza Udairajpur, 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 "E" butted and bounded by:

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

PLOT NO. "E"

ON THE NORTH : Part of R.S. Dag. 990 & 991  
 ON THE SOUTH : Part of R.S. Dag. 990  
 ON THE EAST : R.S. Dag. 990  
 ON THE WEST : Jessore Road

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

Anil Chakrabarti

SIGNATURE OF THE CONSTITUED  
 ATTORNEY OF THE VENDORS

Dilip Kumar

Baburaj

Bimal Choudhary

Kant Kumar

Pitambar Choudhary

Deepanjali Das

Pradip Kumar

Subal Choudhary

Ranjit Chakrabarti

Darshan

2. N. S. Haldar  
 2. N. S. Haldar  
 2. N. S. Haldar

\_\_\_\_\_  
 SIGNATURE OF THE  
 CONFIRMING PARTY

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-I

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

RECEIVED By Smt. Joyasi Ghosh & Sri. Abhishek 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:

- |    |  |                         |
|----|--|-------------------------|
| 1. | By Pay order being No. 100804 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Smt. Joyasi 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 Smt. 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. Ghoshal on request of the Vendors        | Rs.12,50,000.00         |
| 8. | By diverse cheques paid earlier  | Rs.7,50,000.00          |
|    | <b>Total:</b>  | <b>Rs1,10,00,000.00</b> |



**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:

1. By Pay order being No. 100805 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Smt. Joyasri Ghosh	..	Rs. 9,00,000.00
2. By Pay order being No. 100807 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sri. Abhishek Ghosh on request	..	Rs. 9,00,000.00
3. 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
4. By Pay order being No. 100916 dated 15.05.2008	..	Rs. 91,00,000.00
	Total:	Rs. 3,34,00,000.00

(RUPEES THREE CRORES THIRTY FOUR LAKHS 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:

1. By Pay order being No. 100803 dated 24.04.2008 Drawn on ABN Amro Bank in favour of Sri. Ajit Kumar Ghosh	..	Rs. 32,50,000.00
2. 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
3. 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.	..	Rs. 20,00,000.00
4. By Pay order being No. 100349 dated 25.03.2008 Drawn on ABN Amro Bank in favour of Pragma Tech India Pvt. Ltd. on request of the Vendor.	..	Rs. 13,00,000.00

- |   |                  |
|---|------------------|
| 5. 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 Vendor. | Rs. 27,00,000.00 |
| 6. 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. *[Handwritten signature]*  
*[Handwritten signature]*

2. *[Handwritten signature]*

*Amal Chakrabarti*

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 :


































Sl. No.	Name	Chq. No.	Bank	Date	Amount
1	Dip Gen	252394	ABN AMRO BANK	20.05.2008	1295000
		252395	ABN AMRO BANK	20.05.2008	1295000
		252397	ABN AMRO BANK	20.05.2008	1295000
		252398	ABN AMRO BANK	20.05.2008	1295000
		252399	ABN AMRO BANK	20.05.2008	1295000
		252400	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>
2	Subal Mondal	267351	ABN AMRO BANK	20.05.2008	1295000
		267352	ABN AMRO BANK	20.05.2008	1295000
		267353	ABN AMRO BANK	20.05.2008	1295000
		267354	ABN AMRO BANK	20.05.2008	1295000
		267355	ABN AMRO BANK	20.05.2008	1295000
		267356	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>
3	Babu Dey	267357	ABN AMRO BANK	20.05.2008	1295000
		267358	ABN AMRO BANK	20.05.2008	1295000
		267359	ABN AMRO BANK	20.05.2008	1295000
		267360	ABN AMRO BANK	20.05.2008	1295000
		267361	ABN AMRO BANK	20.05.2008	1295000
		267362	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>
4	Bikash Chandra	267363	ABN AMRO BANK	20.05.2008	1295000
		267364	ABN AMRO BANK	20.05.2008	1295000
		267365	ABN AMRO BANK	20.05.2008	1295000
		267366	ABN AMRO BANK	20.05.2008	1295000
		267367	ABN AMRO BANK	20.05.2008	1295000
		267368	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>
5	Bimal Ghosh	267369	ABN AMRO BANK	20.05.2008	1295000
		267370	ABN AMRO BANK	20.05.2008	1295000
		267371	ABN AMRO BANK	20.05.2008	1295000
		267372	ABN AMRO BANK	20.05.2008	1295000
		267373	ABN AMRO BANK	20.05.2008	1295000
		267374	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>
6	Bincy Chakraborty	267375	ABN AMRO BANK	20.05.2008	1295000
		267376	ABN AMRO BANK	20.05.2008	1295000
		267377	ABN AMRO BANK	20.05.2008	1295000
		267378	ABN AMRO BANK	20.05.2008	1295000
		267379	ABN AMRO BANK	20.05.2008	1295000
		267380	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>
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
		267384	ABN AMRO BANK	20.05.2008	1295000
		267385	ABN AMRO BANK	20.05.2008	1295000
		267386	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>



SPECIMEN FORM FOR TEN FINGERPRINTS




























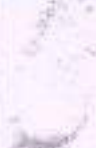





Sl. No.	Signature of the Executants/ Presentants					
	 <i>Anand Casabarty</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	 <i>Dilip Sen</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	 <i>Balraj</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/ Presentants					
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						























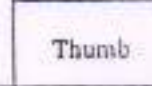
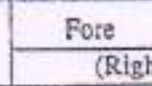
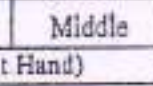

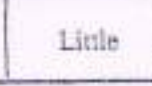


SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/ Presentants					
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

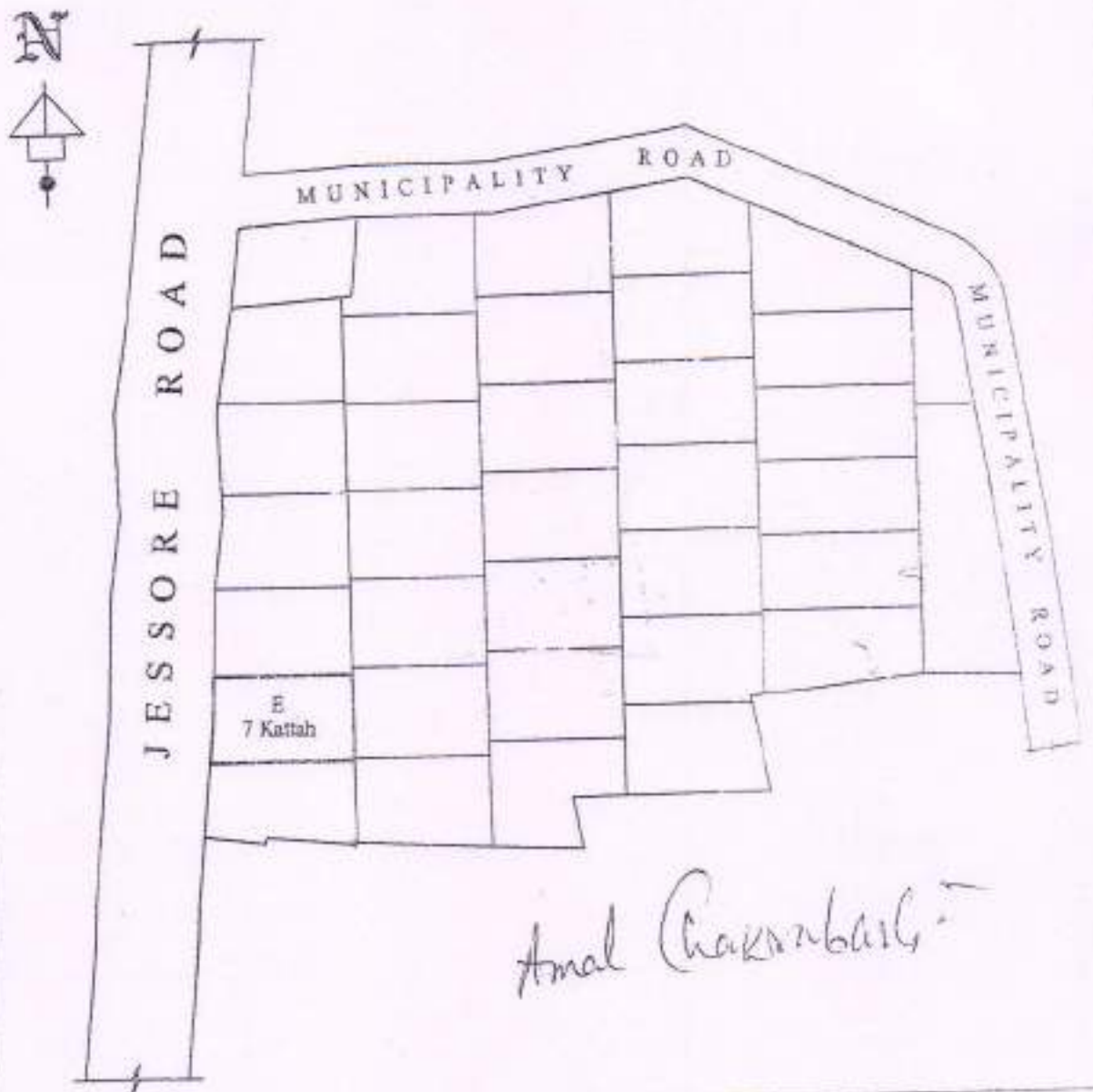


SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/ Presentants					
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

SITE PLAN OF LAND AT MOUZA-UDAYRAJPUR, J.L. NO.- 43,  
R.S. DAG NO.-990, UNDER MADHYAMGRAM MUNICIPALITY,  
WARD NO.-9, P.S.-BARASAT, DIST.-NORTH 24 PARGANAS.

AREA OF LAND : 7 Kattah.



*Anil Chakrabarti*

8	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
					<u>7770000</u>
9	Prasanta Samanta	267393	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
		267397	ABN AMRO BANK	20.05.2008	1295000
		267398	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>
10	Dipankar Das	267399	ABN AMRO BANK	20.05.2008	1295000
		267400	ABN AMRO BANK	20.05.2008	1295000
		270601	ABN AMRO BANK	20.05.2008	1295000
		270602	ABN AMRO BANK	20.05.2008	1295000
		270603	ABN AMRO BANK	20.05.2008	1295000
		270604	ABN AMRO BANK	20.05.2008	1295000
					<u>7770000</u>

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.

*Silip Sin*  
*Baba Singh*  
*Bimot Ghosh*  
*Kanwal Singh*  
*Pitish Chandra*  
*Deepankar Das*  
*Prabhat Samanta*  
*Santosh Mondal*

2. *Dr. Sanjay Halder*

*Rinay Chakravarty*  
*PODDAR*

SIGNATURE OF THE CONFIRMING PARTY

*Saswati Poddar*  
 Drafted by: SASWATI PODDAR, Adv.

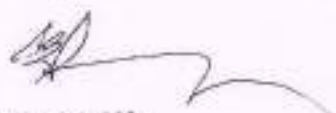
WB/236/01



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 6  
Page from 89 to 117  
being No 04194 for the year 2008.



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