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DEED OF CONVEYANCE

THIS INDENTURE made on this 8th Day of May, Two Thousand and Seven

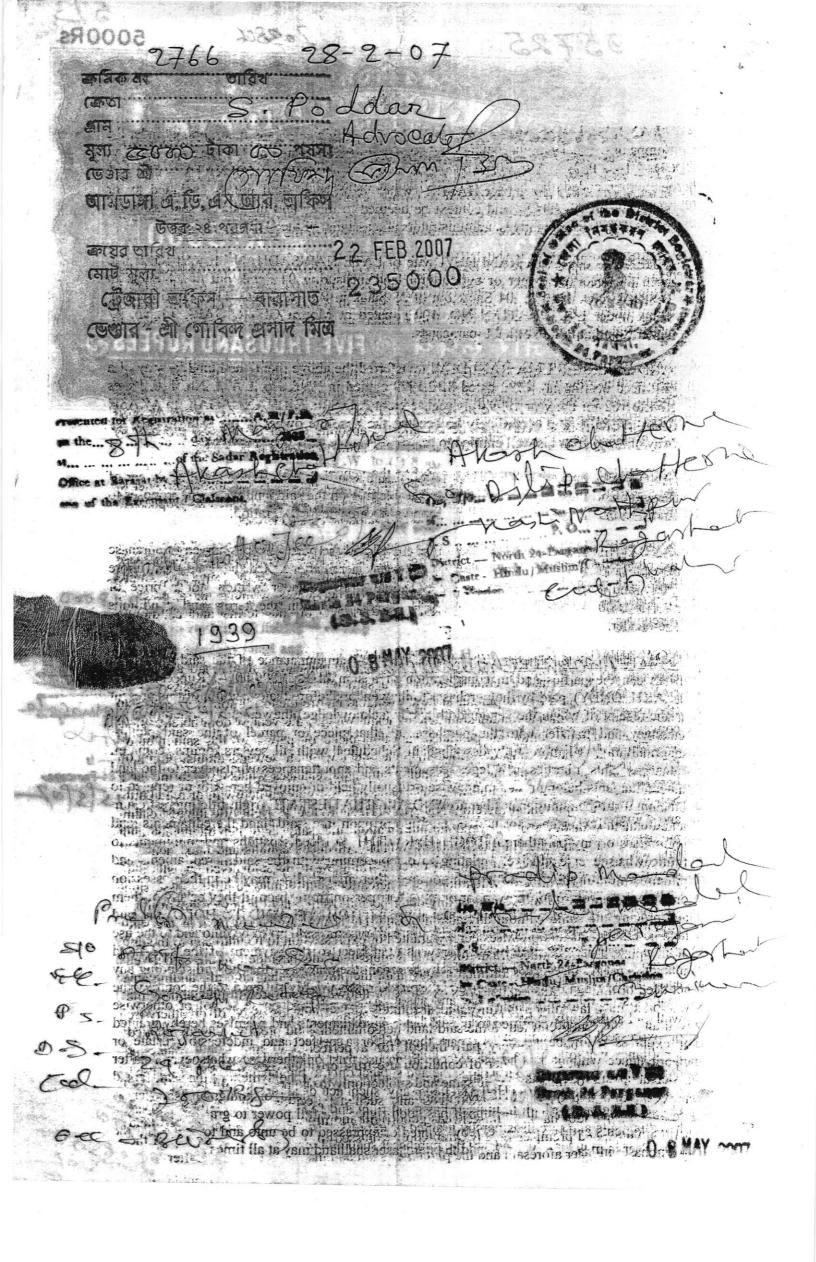
BETWEEN

AKASH CHATTERJEE son of DILIP CHATTERJEE residing at Vill & P.O. – KASHINATH PUR, P.S. + RAJARHAT, DIST. 24 – PARAGANAS (NORTH) by faith Hindu, by occupation Cultivator all hereinafter called the 'VENDOR' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, representative, executors, administrators and assigns) of the ONE PART.

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AND

SWAN LAKE COMMERCIAL PVT. LTD., being a Company incorporated under the Companies Act, 1956 and having its registered office situated at 7, UDAYAN PALLY, CD – 162, P.O. – ASHWINI NAGAR, P.S. – RAJARHAT, KOLKATA – 700 051 hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include its successors-in-office, legal representatives, administrators and assigns) of the OTHER PART

WHEREAS one UMA RANI DEVI wife of LATE HARISADHAN MUKHERJEE had been the recorded owner of agricultural land measuring 04 Satak out of 24 Satak in R.S.DAG NO. 1126 & 04 Satak out of 25 Satak in R.S.DAG NO. 1127 i.e in total 08 Satak under L.R. KHATIAN NO. 100 situated at Mouza GENRAGARI, J.L.No. 37 under Rajarhat P.S., North 24- paraganas.

AND WHEREAS UMA RANI DEVI transferred the above mentioned land by way of a gift deed bearing no. 1792 dated 8.12.1999 copied in Book No. I, Vol. No. 110, Pages 154 to 162 for the year 1999 duly registered at A.D.S.R., BIDHANNAGAR, to AKASH CHATTERJEE and accordingly he became the absolute owner of the said property by way of this gift and is well entitled to transfer the same to anyone in anyway.

AND WHEREAS AKASH CHATTERJEE, the vendor herein, is the absolute owner of the said land and enjoy a good and marketable title on the said land which he proposes to transfer onto the purchaser herein for good and valuable consideration.

AND WHEREAS the vendor has agreed to sell and the purchaser has agreed to purchase the plot of land measuring an area of 08 Satak hereinafter called the "said plot", more fully and particularly described in Schedule – I hereunder written, for a price of Rs.1,00,000 /- (Rupees: ONE LAKH ONLY) and on the terms and conditions hereunder.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement between the parties and in consideration of a sum of Rs.1,00,000 /- (Rupees: ONE LAKH ONLY) paid by the purchaser to the vendors before the execution of this present (the receipt of which the vendor doth hereby acknowledge) the vendor doth hereby grant convey and transfer unto the purchaser all that piece or parcel of the said plot of agricultural land more fully described in Schedule I with all sewers, drains, common fences, rights, liberties, privileges, easements and appurtenances whatsoever to the land hereditaments belonging or in anywise or usually held or enjoyed herewith or reputed to belong or to be appurtenant thereto AND ALL THAT ESTATE right title interest claim and demand whatsoever or the vendors into or upon the said land hereditaments and premises or any part thereof TOGETHER WITH All deeds pattahs and muniments to title whatsoever exclusively relating to or concerning with the said hereditaments and premises or any part thereof which nor are or hereafter shall or may be in the possession or power or control of the vendor or any other person from whom it they or any of them any procure the same without any action or suit TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted or expressed on to be unto and to the use of the purchaser absolutely and forever but subject to the payment of the said fixed annual rent and the vendor doth hereby covenant the purchaser that notwithstanding any act deed or things by the vendor does executed or knowingly suffered to the contrary the vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises hereby granted or expressed to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner of condition use trust or otherwise whatsoever or after defeat encumber or make void the same and subject only to the payment of the said fixed annual rent and NOTWITHSTANDING any such act deed or things whatsoever as aforesaid the vendor hath in himself has good right and full power to grant the said land hereditaments and premises hereby granted or expressed to be unto and to the use of the purchaser in manner aforesaid and the purchaser shall and may at all times hereafter

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peacefully and quietly possesses and enjoy the said land hereditaments and premises and received the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person lawfully or equitably claiming from under or in trust for it and that free and clear freely and clearly and absolutely discharged saved harmless and kept indemnified against all estate and encumbrances created by the vendor or any persons lawfully equitably claiming or in trust for it AND FURTHER that the vendor and all person or persons lawfully or equitably claiming any estate part thereof from under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done or executed all such acts and things whatsoever for further and more perfectly assuring the said land hereditaments and premises and every part thereof unto and to use of the purchaser in manner aforesaid as shall or may be reasonably required.

The vendor doth hereby state that they are hereby executing this deed out of their free will and is not subject or any outside influences in the manner or execution of this sale deed, in a sound mind and good health and with full knowledge of the contents of this deed.

SCHEDULE OF THE PROPERTY

ALL THAT piece of Shali measuring an area of 04 Satak in R.S.DAG NO. 1126 & 04 Satak in R.S.DAG NO. 1127 i.e in total 08 Satak under L.R. KHATIAN NO. 100 under Patharghata panchayat within the limit of Rajarhat Police Station, Additional Sub Registration Office Bidhan Nagar and according to the settlement records of rights finally published the plot is comprised at paraganas Kalikata Mouza – GENRAGARI, J. L. No.37, TOUZI NO. 10 in the district of 24 – Paraganas (north).

The Plot of land is bounded as under: -

R.S.DAG NO. 1126

ON THE NORTH

R.S.DAG NO. 1127

ON THE SOUTH

R.S.DAG NO. 1125

ON THE EAST

MOUZA NOABAD

ON THE WEST

PART OF R.S.DAG NO. 1126

R.S.DAG NO. 1127

ON THE NORTH

R.S.DAG NO.,1128

ON THE SOUTH

R.S.DAG NO. 1126

ON THE EAST

MOUZA NOABAD.

ON THE WEST

PART OF R.S.DAG NO. 1127



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MEMO OF CONSIDERATION

Paid by SWAN LAKE COMMERCIAL PVT. LTD., by cash an amount Rs.1,00,000/-(Rupees: ONE LAKH ONLY)

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WITNESSES:

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

WITNESSES:

1. Fra Dab nan O Gara gin 2. Chandan Chaffie Vill-Koshi wagdom

Drafted by: SASWATI PODDAR, Adv.

WB/236/01





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 9292 to 9299 being No 03806 for the year 2007.



(X) 14-August-2007 District Sub Register II Office of the D.S.R.-II NORTH 24-PARGANAS

West Bengal