

05638

D-07348

5A



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL  
 27600/-  
 550/-  
 1830/-  
 30.12.99  
 C 314521

100/-  
 5,50,000/-  
 Sale after agreement date  
 A. M. P.  
 B. M. P.

THIS DEED OF CONVEYANCE made this 11th day of July Two Thousand Seven BETWEEN FAJLUR RAHAMAN (alias Mondal Fajlur Rahaman) son of Moinuddin Mondal (alias Maiddin Mondal) residing at Village Chandal Atti, Post Office Kalsur and Police Station Deganga, Division Barasat, District North-24 Parganas, West Bengal, represented herein by his Constituted Attorney, Raj Kumar Goenka son of late Bhagwan Das Goenka of No.377 Marshall House, 25 Strand Road, Kolkata 700001, hereinafter referred to as "the "VENDOR"

Stamp duty under Rule 24 and 25  
 s/s 5-1) of the W. B. L. R.  
 Act 1935 duty Stamped Exempt.  
 from does not require Stamp duty  
 under the Indian Stamp Act  
 1989, Schedule I.A. No.  
 Fee Paid

M.A. District Sub-Registrar  
 Degangar, (Salt Lake)





*Sufokumar*

No. *37/38* Date *11 JUL 2007*  
Sold to *Jyoti Commercial P. Ltd.*  
Addressed *1c-9/28 Shastri Bagan, Kol-59*  
Kd. *7001* KP

**L. S. VENDOR,  
HIGH COURTICAL**

Registered for registration at **A.M/P.M**  
in the \_\_\_\_\_ of \_\_\_\_\_ 2006  
of the Bhanuagar (Salt Lake City)  
Dist. District Sub-Registry Officer  
by \_\_\_\_\_  
Executant/Claimant



*1794*

**Dist. District Sub-Registry  
Bhanuagar, (Salt Lake City)**

- ADVA COMMERCIAL PRIVATE LIMITED
- AZURITA BUILDERS PRIVATE LIMITED
- CORNET VANIJAYA PRIVATE LIMITED
- CRESCENT TIE-UP PRIVATE LIMITED
- DIVINE VINIMAY PRIVATE LIMITED
- SRIJA PROPERTIES PRIVATE LIMITED
- MONOPOLY ENCLAVE PRIVATE LIMITED
- MELODY ENCLAVE PRIVATE LIMITED
- CAPRICORN ENCLAVE PRIVATE LIMITED
- ACCORD ENCLAVE PRIVATE LIMITED
- GREEN CONBOLD PRIVATE LIMITED
- VIVANT OWNERS PRIVATE LIMITED
- GEM MANSION PRIVATE LIMITED
- GEM TOWERS PRIVATE LIMITED
- LELAND DEVELOPERS PRIVATE LIMITED
- BAHUBUILDCON PRIVATE LIMITED
- B'YELAH VANIJAYA PRIVATE LIMITED
- MOODING TOWERS PRIVATE LIMITED
- GREEN DEVCON PRIVATE LIMITED
- GREEN PROMOTERS PRIVATE LIMITED
- EXCEL SALES PRIVATE LIMITED
- HARAPPA NIRMAN PRIVATE LIMITED
- REGAL VINIMAY PRIVATE LIMITED
- VEGA COMMERCIAL PRIVATE LIMITED
- ENERGY COMMERCIAL PRIVATE LIMITED
- ETHE-V-TI PROMOTERS PRIVATE LIMITED
- ARNAPURNA APARTMENT PRIVATE LIMITED
- SUBHAM PROMOTERS PRIVATE LIMITED
- SARANI PROPERTIES PRIVATE LIMITED
- MCHERJADAR ESTATE PRIVATE LIMITED

*11 JUL 2007*

M/O/W/O/D  
of \_\_\_\_\_  
P.S. \_\_\_\_\_  
Dist. 24 \_\_\_\_\_  
Hindu \_\_\_\_\_  
Business \_\_\_\_\_

**11 JUL 2007**

M/O/W/O/D  
of \_\_\_\_\_  
P.S. \_\_\_\_\_  
Dist. 24 \_\_\_\_\_  
Hindu \_\_\_\_\_  
Business \_\_\_\_\_

**11 JUL 2007**

*Sufokumar*  
(Suniti K. Choudhary)  
Authorized Signatory

**Dist. District Sub-Registry  
Bhanuagar, (Salt Lake City)**

*11 JUL 2007*



(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives successors executors administrators and assigns) of the **FIRST PART AND RAJ KUMAR GOENKA** son of Late Bhagwan Das Goenka of No. 377 Marshall House, 25 Strand Road, Kolkata 700001 hereinafter referred to as "the **CONFIRMING PARTY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives executors administrators and assigns) of the **SECOND PART AND (1) AJNA COMMERCIAL PRIVATE LIMITED, (2) AZURITE BUILDERS PRIVATE LIMITED (3) CORNET VANIJYA PRIVATE LIMITED** all (Nos. 1 to 3) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700059 (4) CRESCENT TIE-UP PRIVATE LIMITED, (5) DIVINE VINIMAY PRIVATE LIMITED both (Nos. 4 and 5) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at No. 67/40, Strand Road, Kolkata 700006, (6) EXCEL SALES PRIVATE LIMITED, (7) HARAPPA NIRMAN PRIVATE LIMITED, (8) REGAL VINIMAY PRIVATE LIMITED all (Nos. 6 to 8) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at No. 7C, Sir Hari Ram Goenka Street, Kolkata 700007, (9) VEGA COMMERCIAL PRIVATE LIMITED, (10) ENERGY COMMERCIAL PRIVATE LIMITED both (Nos. 9 and 10) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at No. 67/40, Strand Road, Kolkata 700006, (11) DURGAVATI PROMOTERS PRIVATE LIMITED, (12) ANNAPURNA APARTMENTS PRIVATE LIMITED, (13) SUBHAM PROMOTERS PRIVATE LIMITED, (14) SARBANI PROPERTIES PRIVATE LIMITED, (15) STYLISH VANIJYA PRIVATE LIMITED, (16) BAUL BUILDCON PRIVATE LIMITED, (17) MOHENJADARO ESTATE PRIVATE LIMITED, all (Nos. 11 to 17) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700059, (18) MORNING TOWERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Offices at No. 30, Maharshi Devendra Road, 3rd Floor, Kolkata 700007, (19) GREEN DEVCON PRIVATE LIMITED, (20) GREEN PROMOTERS PRIVATE LIMITED, (21) GREEN CONBUILD PRIVATE LIMITED, (22) VISTA TOWERS PRIVATE LIMITED, (23) GREEN MANSION PRIVATE LIMITED, (24) GREEN TOWERS PRIVATE LIMITED, (25) LOHARUKA DEVELOPERS PRIVATE LIMITED all (Nos. 19 to 25) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700059, (26) SHRIJA PROPERTIES PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Offices at No. 30, Maharshi Devendra Road, 3rd Floor, Kolkata 700007, (27) MONOPOLY ENCLAVE PRIVATE LIMITED, (28) MELODY ENCLAVE PRIVATE LIMITED, (29) CAPRICON ENCLAVE PRIVATE LIMITED and (30) ACCORD ENCLAVE PRIVATE LIMITED all (Nos. 27 to 30) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700059, all hereinafter collectively referred to as "the **PURCHASERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors in office and/or assigns) of the **THIRD PART:**

**WHEREAS:**

A. The Vendor herein has held out, represented before and assured the Purchasers, inter alia, as follows:

- 1) One Golam Rasul and Golam Kasem together were seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats to **ALL THAT** the piece or parcel of land, recorded as "Sali", containing a



total area of 40 Satak (equivalent to 0.40 Acre) more or less situate lying at and being the entirety of the R.S.Dag No.923, recorded in R.S.Khatian No.296, in Mouza Raigachi, I.L. No.12, Revenue Survey No.194, Touzi No.169, under P.S. Rajarhat, Rajarhat-Bishnupur Gram Panchayat No.1, in the District of North 24-Parganas, absolutely and forever and their names were recorded as owners / raiyats in the R.S.Records of Rights to the extent of both having equal one-half share (equivalent to 20 Satak each) therein;

- ii) That the said Golam Rasul, a Mohammedan died intestate leaving him surviving his mother and three sons namely Nazrul Islam, Saidul Islam, Majharul Islam and daughter (all hereinafter referred to as "the **Heirs of Golam Rasul**") as his only heirs heiresses and legal representatives, who all upon his death inherited and became the owners / raiyats of the said one-half share (equivalent to 20 Satak) of the said Golam Rasul in the said Dag No.923, absolutely and forever, by way of inheritance,
- iii) That under and by virtue of the Deed of Partition dated 30<sup>th</sup> March 1989 and registered with Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No.I Being No.2612 for the year 1989, made between the said Golam Kasem and the said Heirs of Golam Rasul, the said Nazrul Islam and Majharul Islam (being the two sons of the said Golam Rasul) were allotted **All That** the 20 Satak out of the total area of 40 Satak comprised in the said Dag, absolutely and forever, each having equal one-half share (equivalent to 10 Satak each) therein;
- iv) By a Deed of Conveyance dated 16<sup>th</sup> September, 1989 and registered with Sub-Registrar Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.151 Pages 493 to 498 Being No.7093 for the year 1989, the said Nazrul Islam for the consideration therein mentioned granted sold conveyed and transferred unto and to Hassen Mohammed, Zakir Mohammed (alias Zakir Hossain), Sk. Jaan Mohammed, Sk. Noor Mohammed and Sk. Hossain Mohammed (alias Mohammed Hossain) **All That** his share in the said Dag, being the said 10 Satak in the said Dag No.923, absolutely and forever;
- v) In the events aforesaid, the said five brothers namely the said Hassen Mohammed, Zakir Mohammed (alias Zakir Hossain), Sk. Jaan Mohammed, Sk. Noor Mohammed and Sk. Hossain Mohammed (alias Mohammed Hossain) became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats to 10 sataks of land in the said R.S. & L.R.Dag No.923 to the extent of each having equal 1/5<sup>th</sup> share (equivalent to 2 sataks) therein, absolutely and forever, and their names are recorded in the L.R.Records of Rights under L.R.Khatian Nos.1547/1 (recorded in the name of Hasseg Mohammed), 580/1 (recorded in the name of Zakir Mohammed alias Zakir Hossain), 581 (recorded in the name of Sk. Jaan Mohammed), 693 (recorded in the name of Sk. Noor Mohammed) and 1602/1 (recorded in the name of Sk. Hossain Mohammed alias Mohammed Hossain);
- vi) By a Deed of Conveyance dated 24<sup>th</sup> May, 2000 and registered with Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.422 Pages 47 to 62 Being No.7585 for the year 2002, the said Sk. Hossain Mohammed (alias Mohammed Hossain) for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendor herein, **namely Fajlur Rahaman Mondal All That** his 1/5<sup>th</sup> share in the said 10 satak, being an

area of 1 Cottahs 3 Chittacks 15 Square feet (equivalent to 2 sataks) more or less in the said Dag No.923, which is morefully described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID LAND**"), absolutely and forever;

- vi) That the said Land is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- vii) That the Vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Land and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendor has been using the same for their personal use and cultivation;
- viii) That the Vendor has duly made payment of the Khajana in respect of the said Land;
- ix) That no part or portion of the said Land has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Land nor is there any case pending under such Acts or Statutes;
- x) That the Vendor never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Land, nor did the predecessors-in-title or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Land;
- xi) That the said Land or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;
- xii) That no declaration has been made or published for acquisition or requisition of the said Land or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Land or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xiii) That the said Land or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xiv) That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the said Land and/or their respective portions thereof unto and in favour of the Purchasers.



xv) That no action, suit, appeal or litigation in respect of the said Land or in any way concerning the said Land or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Land or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person can claim any right title or interest whatsoever in the said Land or any part thereof.

xvi) That the said Land or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

B. By a registered Agreement For Sale dated 26<sup>th</sup> April 2007 (hereinafter for the sake of brevity referred to as "**the Original Agreement**") and registered with the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book 1 Being No. 393B for the year 2007, the Vendor herein for the consideration therein mentioned agreed to grant sell convey and transfer unto and to the Confirming Party herein and/or their nominees **ALL THAT** the said Land, absolutely and forever, at or for the total consideration of Rs. 5,50,000/= (Rupees five lacs fifty thousand) only and on the terms and conditions therein contained;

C. The Confirming Party herein has by an Agreement of even date nominated the Purchasers herein to purchase and acquire the said Land in place and stead of the Confirming Party, and the Purchasers have reimbursed the amount paid by the Confirming Party to the Vendor and the Purchaser has also been put in possession of the said Land;

D. In as much as full Ad-Valorem Stamp Duty of Rs. 27,600/= has been duly paid on the said Original Agreement on the Market Value of the property thereby agreed to be transferred, being the same value stated in the said Original Agreement, as such Stamp Duty of Rs. 100/= is being paid on these presents.

**I. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs. 5,50,000/= (Rupees five lacs fifty thousand) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendor through the Confirming Party paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure and the



Confirming Party doth hereby concur and confirm unto and to the Purchasers **ALL THAT** the piece or parcel of land, recorded as "Sali", containing an area of 1 Cotrahs 3 Chittacks 15 Square feet (equivalent to 2 sataks) more or less (out of total area of 40 Sataks comprised in the said Dag) situate lying at comprised in and being a divided and demarcated portion of L.R. Dag No.923 (R.S. Dag also bearing No.923) recorded in L.R.Khatian No.1602/1 (R.S. Khatian No.296) in Mouza Raigachi, J.L. No.12, under P.S. Rajarhat, under Rajarhat-Bishnupur Gram Panchayat No.1, Sub-Registration Office ADSR, Bidhannagar, in the District of North 24-Parganas, fully described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID LAND**"), and all ownership share portions rights title and interest therein of the Vendor and/or his predecessors in title with all ownership rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendor in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Land **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances 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 **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Land or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

**II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;



- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now in himself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispenders attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or the Vendor's predecessors-in-title.
- (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispenders uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers or any of them.
- (vii) **AND THAT** the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers produce or cause to be produced to the Purchasers or its agent or agents or any person or persons as the Purchasers may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Land, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the Vendor to the Purchasers, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts



from such documents of title as may be required by the Purchasers or any of them and will at all times hereafter keep such documents of title safe unobliterated and uncanceled.

- (viii) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and the Purchasers' successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or any of them or the Purchasers' successors or successors in title or interest by reason of any defect in the title of the Vendor to the said Land or any part or portion thereof or by reason of any of the representations, declarations and assurances made and/or given by the Vendor to the Purchasers being found to be untrue, incorrect, false or misleading.

**III. AND THE VENDOR DOETH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS** as follows:-

- i) **THAT** the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Land for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchasers and the Vendor shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof as also for all losses, damages, claims, demands, consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;
- ii) **AND THAT** the said Land is under the Vendor's own direct cultivation and that there is no Bargadar or Bhag Chasi in the said Land or any part thereof;
- iii) **AND THAT** the Vendor had first offered the said Land to the contiguous owners of the said plots of land and that upon their refusal to purchase the same, the Vendor herein has approached and negotiated with the Purchasers herein for the sale and transfer of the said Land to the Purchasers. The Vendor doeth hereby further agree, covenant and undertake to indemnify to keep saved harmless and indemnified the Purchasers herein against all claims, demands, injury, loss or any other harmful action against the Purchasers by any person claiming any right on the said Land.
- iv) **AND THAT** the Vendor shall sign, execute and deliver all papers, documents, instruments and writings and assist in all manner as may be required by the Purchasers herein from time to time for having the name of the Purchasers mutated in respect of the said Land hereby sold and conveyed;

**THE SCHEDULE ABOVE REFERRED TO:**  
**(Said Land)**

**ALL THAT** the piece or parcel of land, recorded as "Sali", containing an area of 1 Cottahs 3 Chittacks 15 Square feet (equivalent to 2 sataks) more or less (out of total area of 40 Sataks comprised in the said Dag) situate lying at comprised in and being a divided and demarcated portion of L.R. Dag No. 923 (R.S. Dag also bearing No. 923) recorded in L.R. Khatian No. 1602/1 (R.S. Khatian No. 296) in Mouza Raigachi, J.L. No. 12, under P.S. Rajarhat, under Rajarhat-Bishnupur Gram Panchayat No. 1, Sub-Registration Office ADSR, Bidhannagar, in the District of North 24-Parganas, as delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:

1830 - H.G. (H) NTP of - 20.12.99

Sof

on the **North** : By part of this Dag No.923;  
 on the **South** : By part of this Dag No.923  
 on the **East** : By R.S.Dag No.922;  
 on the **West** : -By part of this Dag No.923.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**IN WITNESS WHEREOF** the Vendors hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED** by the withinnamed **VENDOR** at **Kolkata** in the presence of:

*U. Gov*

*Fajlew Rahaman  
 Proprietor of  
 (Rasik Greenery)  
 as his authorized  
 agent.*

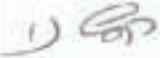
**SIGNED SEALED AND DELIVERED** by the withinnamed **CONFIRMING PARTY** at **Kolkata** in the presence of:

*U. Gov*


*[Signature]*



**EXECUTED AND DELIVERED** on behalf of all the withinnamed **PURCHASERS** by their common Authorised Signatory, **Mr. Sunil Kumar Loharuka**, who has executed these presents at **Kolkata** in the presence of:

1) 

For (1) AJNA COMMERCIAL PRIVATE LIMITED, (2) AZURITE BUILDERS PRIVATE LIMITED (3) CORNET VANIJYA PRIVATE LIMITED (4) CRESCENT TIE-UP PRIVATE LIMITED, (5) DIVINE VINIMAY PRIVATE LIMITED (6) EXCEL SALES PRIVATE LIMITED, (7) HARAPPA NIRMAN PRIVATE LIMITED, (8) REGAL VINIMAY PRIVATE LIMITED, (9) VEGA COMMERCIAL PRIVATE LIMITED, (10) ENERGY COMMERCIAL PRIVATE LIMITED, (11) DURGAVATI PROMOTERS PRIVATE LIMITED, (12) ANNAPURNA APARTMENTS PRIVATE LIMITED, (13) SUBHAM PROMOTERS PRIVATE LIMITED, (14) SARBANI PROPERTIES PRIVATE LIMITED, (15) STYLISH VANIJYA PRIVATE LIMITED, (16) BAUL BUILDCON PRIVATE LIMITED, (17) MOHENJADARO ESTATE PRIVATE LIMITED, (18) MORNING TOWERS PRIVATE LIMITED, (19) GREEN DEVCON PRIVATE LIMITED, (20) GREEN PROMOTERS PRIVATE LIMITED, (21) GREEN CONBUILD PRIVATE LIMITED, (22) VISTA TOWERS PRIVATE LIMITED, (23) GREEN MANSION PRIVATE LIMITED, (24) GREEN TOWERS PRIVATE LIMITED, (25) LOHARUKA DEVELOPERS PRIVATE LIMITED (26) SHRIJA PROPERTIES PRIVATE LIMITED (27) MONOPOLY ENCLAVE PRIVATE LIMITED, (28) MELODY ENCLAVE PRIVATE LIMITED, (29) CAPRICON ENCLAVE PRIVATE LIMITED and (30) ACCORD ENCLAVE PRIVATE LIMITED




Authorised Signatory

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** of and from the withinnamed Purchaser through the Confirming Party the withinmentioned sum of Rs.5,50,000/= (Rupees five lacs fifty thousand) only being the consideration in full payable under these presents as per memo written in the said Original Agreement.

**WITNESSES:**

1) ~~Mr~~  
(Sanjay Sanof)  
14/17 Makarandam  
Howrah - 1

Faytul Rahman  
by me Ram  
  
C/o his (Rasul Ghani)  
shop.

Drafted by me  
Beneyshibha  
Advocate  
High Court, Calcutta  
Rights No/1726/21



**SITE PLAN OF PART OF R.S. DAG NO.-923, AT  
MOUZA - RAIGACHI, J.L. NO.-12, R.S. NO.-194, P.S.-  
RAJARHAT, DIST. -24 PRGS (N) UNDER RAJARHAT  
BISHNUPUR INO GRAM PANCHAYET**

AREA OF PLOT = 1K -3CH- 15Sq.ft.  
(demarcated by red outline)



*S. S. Saha*

SIGNATURE OF VENDOR

**DEED PLAN**  
SCALE - 0'-1" : 25'-0"



Sl. No. Signature of the executants /and/or Purchaser



						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little



**Government Of West Bengal**  
**Office of the A. D. S. R. BIDHAN NAGAR**  
**BIDHAN NAGAR**  
Endorsement For deed Number :I-07348 of :2007  
(Serial No. 05638, 2007)

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On 01/01/1900

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 550000/-

Certified that the required stamp duty of this document is Rs.27510 /- and the Stamp duty paid as: Impresive Rs- 100

Name of the Registering officer :  
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

On 12/07/2007

Payment of Fees:

Fee Paid in rupees under article : ,E = 7/- on 12/07/2007

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 13.28 on :12/07/2007. at the Office of the A. D. S. R. BIDHAN NAGAR by Sunil Kr Loharuka, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on :12/07/2007 by

1. Raj Kumar Goenka, son of Lt. Bhagwan Das Goenka, 377, Marshall House, Thana : , Pin 70001, By caste Hindu, by Profession : Cultivation

Identified By Handas Dardar, son of B. Sardar 7b, K. S. Roy Road Kol-70001 700001 Thana : , by caste Hindu, By Profession : Service.

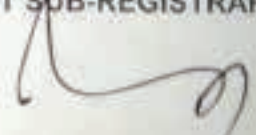
Executed by Attorney

1. Execution By Raj Kr Goenka, son of Lt. Bhagwan Das Goenka 377, Marshall House, Thana : , 70001 By caste Hindu, by Profession : Others, as the constituted attorney of 1 Fajlur Rahaman is admitted by him.

Identified by <No identifier is specified>

Name of the Registering officer : **Nurul Amin Khan**  
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

On 31/12/2007



[Nurul Amin Khan]  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN  
NAGAR  
Govt. of West Bengal

**Government Of West Bengal**  
**Office of the A. D. S. R. BIDHAN NAGAR**  
**BIDHAN NAGAR**  
Endorsement For deed Number :1-07348 of :2007  
(Serial No. 05638, 2007)

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**Admissibility(Rule 43)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number .23,4 of Indian Stamp Act 1899 also under section 5 of West Bengal Land Reforms Act, 1955, - Court fee stamp paid Rs -10/-

**Deficit stamp duty**


Deficit stamp duty Rs 27500/- is paid by the draft no 039639, Draft date 17/12/2007, Bank name STATE BANK OF INDIA, Com Br Kot, recieved on 31/12/2007

**Deficit Fees paid**

Deficit amount of Registration fees is realized under Article in rupees : A(1) = 6039/- on 31/12/2007.

Name of the Registering officer **Nurul Amin Khan**  
Designation : **ADDITIONAL DISTRICT SUB-REGISTRAR**

[Nurul Amin Khan]  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN  
NAGAR  
Govt. of West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book :-  
CD Volume number 6  
Page from 7413 to 7430  
being No 97348 for the year 2007.



A handwritten signature in black ink, appearing to be "Rajesh Kumar", written over a horizontal line.

(Rajesh Kumar) 21-December-2007  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. BISHAN NAGAR  
West Bengal

12

5A

DATED THIS 11<sup>th</sup> DAY OF JULY 2007

BETWEEN

FAJLUR RAHAMAN (alias Mondal Fajlur Rahaman)  
— VENDOR

AND

RAJ KUMAR GOENKA  
— CONFIRMING PARTY

AND

(1) AJNA COMMERCIAL PRIVATE LIMITED & 29 OTHERS  
— PURCHASERS

DEED OF CONVEYANCE