

1

(6) SHREEYUKTA TRADECOM PRIVATE LIMITED, (7) BALESHWAR MARKETING PRIVATE LIMITED, (8) REAL MARK TRADING PRIVATE LIMITED, all (Nos.1 to 8) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at No.689 Lake Town, Block-A, Kolkata 700089, (9) VANDAN TRADECOM PRIVATE LIMITED, (10) JAIGURU COMMODITIES PRIVATE LIMITED, (11) SIDDHA TRADECOM PRIVATE LIMITED, (12) PASUPATI VINCOM PRIVATE LIMITED, (13) JAIBHAWANI TIE-UP PRIVATE LIMITED, (14) MATASHREE TIE-UP PRIVATE LIMITED, (15) JAGADAMBA TRADECOM PRIVATE LIMITED, (16) TRIDEV VINIYOG PRIVATE LIMITED, all (Nos.9 to 16) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at Block-1, 55M Space Town, V.I.P. Road, Kolkata 700052, (17) HAPPY BENGAL PROMOTERS PRIVATE LIMITED, (18) HAPPY BRICK BUILDING PRIVATE LIMITED, (19) HAPPY AWASAN PRIVATE LIMITED, (20) HAPPY BHAWAN PRIVATE LIMITED, (21) HAPPY APARTMENT PRIVATE LIMITED, (22) HAPPY GADGETS PRIVATE LIMITED, (23) HAPPY AANGAN PRIVATE LIMITED, (24) HAPPY HUTS PRIVATE LIMITED, all (Nos.17 to 24) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at No.8 Camac Street, Kolkata 700017, (25) ADMIRABLE REALTORS PRIVATE LIMITED, (26) CORNERSTONE DEVELOPERS PRIVATE LIMITED, (27) KALAKANCHAN DEVELOPERS PRIVATE LIMITED, (28) EMERALD NIRMAN PRIVATE LIMITED, (29) JEEWAN BARTER PRIVATE LIMITED, (30) KARNI APPARTMENT PRIVATE LIMITED (31) KARNI SHELTERS PRIVATE LIMITED (32) KARNI PLAZA MAKER PRIVATE LIMITED all (Nos.25 to 32) being Companies incorporated under the Companies Act, 1956 having their Registered Offices at No.1 British Indian Street, Room No.27, Kolkata 700069 hereinafter referred to as "the VENDORS" (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 **ONE 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



13084

Raj Kumar

(Raj Kumar Goenka)
Authorized Signatory of all
Vendor Companies

- SATYANARAYANI TRADECOM PVT. LTD.**
- PARVATI DEVELOPERS PVT. LTD.**
- NEELAM DEVELOPERS PVT. LTD.**
- VEERARAJAN HANDISE PVT. LTD.**
- VEERARAJAN PVT. LTD.**
- SHRI RAM DEVELOPERS PVT. LTD.**
- BALAJI MARKETING PVT. LTD.**
- BEAL MARK TRADING PVT. LTD.**
- HAPPY BENICAL PROMOTERS PVT. LTD.**
- HAPPY BUILDING PVT. LTD.**
- HAPPY PVT. LTD.**
- HAPPY ESTATE PVT. LTD.**
- HAPPY APARTMENT PVT. LTD.**
- HAPPY GATE PVT. LTD.**
- HAPPY RANG PVT. LTD.**
- HAPPY HUTS PVT. LTD.**
- ADMIRABLE DEVELOPERS PVT. LTD.**
- CORNERSTONE DEVELOPERS PVT. LTD.**
- KALAKRANCHA DEVELOPERS PVT. LTD.**
- EMERALD NIRMAL PVT. LTD.**
- JEEWAN BARTHA PVT. LTD.**
- KARNI APARTMENT PVT. LTD.**
- KARNI SHELTERS PVT. LTD.**
- KARNI PLAZA MARKET PVT. LTD.**
- VANDAN TRADECOM PVT. LTD.**
- JAIGURU COMMODITIES PVT. LTD.**
- SIDDHA TRADECOM PVT. LTD.**
- PASUPATI VINCOM PVT. LTD.**
- JAISHAWANTI SIPPVT. LTD.**
- MATASHREE TICUP PVT. LTD.**
- JAGDAMBA TRADECOM PVT. LTD.**
- TRIDEV VINIYOG PVT. LTD.**

- Dungravati Promoters-
Pvt. Ltd. Annapurna Apartments
 - Annapurna Apartments Pvt. Ltd.
 - Subham Promoters Pvt. Ltd.
 - Sankani Properties Pvt. Ltd.
 - Stylish Vanijya Pvt. Ltd.
 - Baul Buildcon Pvt. Ltd.
 - Mohenjadaro Estate Pvt. Ltd.
 - Morning Towers Pvt. Ltd.
 - Green Devcon Pvt. Ltd.
 - Green Promoters Pvt. Ltd.
 - Green conbuild Pvt. Ltd.
 - Vista Towers Pvt. Ltd.
 - Green Mansion Pvt. Ltd.
 - Green Towers Pvt. Ltd.
 - Loharuka Developers-
Pvt. Ltd. Shrija Properties-
Pvt. Ltd. Monopoly Enclave-
Pvt. Ltd. Melody Enclave-
Pvt. Ltd. Capricorn -
Enclave Pvt. Ltd. &
Second Enclave Pvt. Ltd.
- Raj K. Goenka.
Authorized signatory
of all vendor companies.
companies.

Swapan Nath
S/o Late S. B. Nath.
of 7B, K.S. Road,
K.O-1.

Auth. Signature of Assurances

11.7.07

Identified by me
Swapan Nath
K.O-1
K.S. Road
K.O-1
Sewick

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 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 **OTHER PART**:

WHEREAS:

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

- ia) One Mst. Bejjan Bibi was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat to **ALL THAT** the piece or parcel of land, recorded as "Sali", containing a total area of 27 Satak (equivalent to 0.27 Acre) more or less situate lying at and being the entirety of the C.S.Dag No.896, recorded in C.S.Khatian Nos.29, 12 and 43 in Mouza Raigachi, J.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;
- ib) By a Deed of Conveyance dated 16th January, 1951 and registered with Sub-Registrar Cossipore, DumDum in Book No.1 Volume No.8 Pages 68 to 70 Being No.255 for the year 1951, the said Mst. Bejjan Bibi for the consideration therein mentioned granted sold conveyed and transferred unto and to one Akbar Ali Molla **All That** the said Dag containing a total area of 27 Satak, absolutely and forever;
- ic) That the said C.S.Dag No.896 was subsequently renumbered as R.S. Dag No.902 and in the current settlement as L.R. Dag No.902 and name of the said Akbar Ali Molla is presently recorded as the Owner/ Raiyat in the L.R.Records of Rights under L.R.Khatian No.33 to the extent of 14 Sataks;
- id) By a Deed of Conveyance dated 12th June, 2000 and registered with Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No.1 Volume No.85 Pages 289 to 294 Being No.3419 for the year 2000 the said Akbar Ali Molla for the consideration therein mentioned granted sold conveyed and transferred unto and to one Md. Safiyar Rahaman (alias Md. Safiyar Rahaman) **All That** a divided and demarcated portion of said L.R.Dag No.902 containing an area of 5 Cottahs (out of total area of 27 Satak comprised in the said Dag) more or less, absolutely and forever, (hereinafter referred to as "the **First Property**");
- ii a) One Golam Rasul and Golam Kasem together were seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner / raiyat 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, J.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 /

4
raiylats 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 / raiylats 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 30th 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, 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 16th 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 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 / raiylats to 10 sataks of land in the said L.R.Dag No.923 to the extent of each having equal 1/5th 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 Hassen 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 16th March, 2000 and registered with Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.36 Pages 11 to 16 Being No.1418 for the year 2000, the said Hassen Mohammed and Zakir Mohammed (alias Zakir Hossain) for the consideration therein mentioned granted sold conveyed and transferred unto and to one Md. Safiyar Rahaman (alias Md. Safiyar Rahaman) **All That** their 2/5th share in the said 10 satak, being an area of 2 Cottahs 6 Chittacks 35 Square feet (equivalent to 4 sataks) more or less in the said Dag No.923, absolutely and forever, (hereinafter referred to as "the **Second Property**");

- iii) One Ennat Ali Molla was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat to **ALL THAT** the piece or parcel of land, recorded as "Sali", containing a total area of 25 Satak (equivalent to 0.25 Acre) more or less situate lying at and being the entirety of R.S. and L.R.Dag No.929 (C.S.Dag No.926) and the name of the said Ennat Ali Molla is presently recorded as the Owner/ Raiyat in the L.R. Records of Rights under L.R.Khatian No.290 to the extent of 15 Satak, he having sold the remaining portions of the said Dag to others.
- iiib) By a Deed of Conveyance dated 28th August, 2000 and registered with the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No.1 Volume No.121 Pages 199 to 206 Being No.4835 for the year 2000 the said Ennat Ali Molla for the consideration therein mentioned granted sold conveyed and transferred unto and to one Md. Safiyar Rahaman (alias Md. Safiyar Rahaman) **All That** a divided and demarcated portion of said L.R.Dag No.929 containing an area of 2 Cottahs 3 Chittacks 22 Square feet (out of total area of 25 satak in the said Dag and more particularly out of 15 Satak recorded in the name of the said Ennat Ali Molla) more or less, absolutely and forever, (hereinafter referred to as "the **Third Property**").
- iv) In the events aforesaid, the said Md. Safiyar Rahaman (alias Md. Safiyar Rahaman) became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **Firstly All That** the said First Property containing an area of 5 Cottahs more or less being the divided and demarcated portion of L.R.Dag No.902, recorded in L.R. Khatian No.33, **Secondly All That** the said Second Property containing an area of 7 Cottahs 6 Chittacks 35 Square feet more or less being the divided and demarcated portion of L.R.Dag No.923, recorded in L.R. Khatian Nos.1547/1 and 580/1 and **Thirdly All That** the said Third Property containing an area of 2 Cottahs 3 Chittacks 22 Square feet more or less being the divided and demarcated portion of L.R.Dag No.929, recorded in L.R. Khatian No.290, 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, **all aggregating to a total area of 9 Cottahs 10 Chittack 12 square feet** more or less, absolutely and forever, all more fully and particularly mentioned and described in the **SCHEDULE** hereunder written (and hereinafter collectively referred to as "the **SAID PROPERTY**");
- v) That by an Indenture of Conveyance dated 2nd March 2007 and registered with the Additional Registrar of Assurances-II, Kolkata in Book 1 Volume No.1 Pages 1 to 18 Being No.01648 for the year 2007, the said Md. Safiyar Rahaman (alias Md. Safiyar Rahaman) for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendors herein namely the said Satyanarayani Tradecom Private Limited & 31 Others **ALL THAT** the said Property, absolutely and forever;
- vi) That the said Property is free from all encumbrances mortgages charges liens lispenders 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 Vendors are in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendors have been using the same for their personal use and cultivation;
- viii) That the Vendors have duly made payment of the Khajana in respect of the said Property;
- ix) That no part or portion of the said Property 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 nor is there any case pending under such Acts or Statutes;
- x) That the Vendors never held nor hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendors ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xi) That the said Property 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 Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said 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 Property 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 Vendors or any of them 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 Vendors selling conveying and transferring the said Property and/or their respective part / share therein.
- xv) That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property 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 Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor are the Vendors aware of any such claim, notice, suit or proceeding and that save and except the Vendors, no other person can claim any right title or interest whatsoever in the said Property or any part thereof.
- xvi) That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage

7

under the Transfer of Property Act, (b) any charge lien ispendens 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. The Vendors, approached the Purchasers and offered to sell transfer convey assign and assure **All That** the said Property to the Purchasers and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendors and believing the same to be true and correct and acting on faith thereof, the Purchasers agreed to purchase and acquire the said Property from the Vendors absolutely and forever free from all encumbrances mortgages charges liens ispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargaders bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

C. The Purchasers have at or before execution of this deed of sale paid to the Vendors the entire amount of the said mutually agreed consideration and has called upon the Vendors to grant this conveyance in favour of the Purchasers.

I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.54,20,000/= (Rupees fifty four lacs twenty thousand) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do and each of them 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 Vendors do and each of them doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchasers **Firstly All That** the piece or parcel of land recorded as "Sali", containing an area of 5 Cottahs (out of total area of 27 Satak comprised in the concerned Dag) more or less situate lying at comprised in and being a divided and demarcated portion of L.R. Dag No.902 (R.S. Dag also bearing No.902, C.S. Dag No.896) recorded in L.R. Khatian No.33 (recorded in the name of the said Akbar Ali Molla) (C.S. Khatian Nos.29, 12 and 43), in Mouza Raigachi, J.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, **And Secondly All That** the piece or parcel of land recorded as "Sali", containing an area of 2 Cottahs 6 Chittacks 35 Square feet equivalent to 4 satak more or less (out of total area of 40 Satak comprised in the concerned 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 Nos.1547/1 (recorded in the name of Hassen Mohammed) and 580/1 (recorded in the name of Zakir Mohammed alias Zakir Hossain) (R.S. Khatian No.296), in Mouza Raigachi, J.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

And Thirdly All That the piece or parcel of land recorded as "Sali", containing an area of 2 Cottahs 3 Chittacks 22 Square feet (out of total area of 25 Satak comprised in the concerned Dag and more particularly out of total area of 15 Satak recorded in the name of the said Ennat Ali Molla) more or less situate lying at comprised in and being a divided and demarcated portion of L.R.Dag No.929 (R.S. Dag also bearing No.929, C.S.Dag No.926) recorded in L.R.Khatian No.290 (C.S.Khatian No.102), in Mouza Raigachi, J.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, **all aggregating to total 9 Cottahs 10 Chittack 12 square feet** more or less, more fully and particularly mentioned and described in the **SCHEDULE** hereunder written (and hereinafter collectively referred to as "the **SAID PROPERTY**"), and all shares rights title and interest of the Vendors and the Vendors' predecessors in the said Property and each of them with all ownership share 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 Vendors 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 Property **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 incidence 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 Vendors and each of them 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 Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any of them or any person or persons from whom the Vendors or any of them may have 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 VENDORS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASERS as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors are 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 Vendors have 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 Vendors have now in themselves 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 lispensens 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 Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or any of them or the Vendors' 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 Vendors or any of them 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 Vendors and each of them 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 lispensens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid;
- (vi) **AND THAT** the Vendors and each of them 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 Vendors or any of them or the Vendors' 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;
- (vii) **AND THAT** the Vendors and each of them 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 their 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 Property, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the Vendors 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 and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.

- (viii) **AND ALSO THAT** the Vendors and each of them 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 the Purchasers' successors or successors in title or interest by reason of any defect in the title of the Vendors or any of them to the said Property or by reason of any of the representations declarations and assurances made and/or given by the Vendors to the Purchasers being found to be untrue, incorrect, false or misleading.

III. AND THE VENDORS DO AND EACH OF THEM DO TH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS as follows:

- i) **THAT** the Vendors are 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 Property 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 Vendors on a demand being made by the Purchasers and the Vendors and each of them 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 Property is under the Vendors' own direct cultivation and that there is no Bargadar or Bhag Chasi in the said Property or any part thereof;
- iii) **AND THAT** the Vendors had first offered the said Property to the contiguous owners of the said plots of Property and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the Purchasers herein for the sale and transfer of the said Property to the Purchasers. The Vendors do 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 Property.
- iv) **AND THAT** the Vendors 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 Property hereby sold and conveyed;

**THE SCHEDULE ABOVE REFERRED TO:
(said Property)**

Firstly All That the piece or parcel of land recorded as "Sali", containing an area of 5 Cottahs (out of total area of 27 Satak comprised in the concerned Dag) more or less situate lying at comprised in and being a divided and demarcated portion of L.R.Dag No.902 (R.S. Dag also bearing No.902, C.S.Dag No.896) recorded in L.R.Khatian No.33 (recorded in the name of Akbar Ali Molla) (C.S.Khatian Nos.29, 12 and 43), in Mouza Raigachi, J.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, **And Secondly All That** the piece or parcel of land recorded as "Sali", containing an area of 2 Cottahs 6 Chittacks 35 Square feet equivalent to 4 satak more or less (out of total area of 40 Satak comprised in the concerned 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 Nos.1547/1 (recorded in the name of Hassen Mohammed) and 580/1 (recorded in the name of Zakir Mohammed alias Zakir Hossain) (R.S. Khatian No.296), in Mouza Raigachi, J.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 **And Thirdly All That** the piece or parcel of land recorded as "Sali", containing an area of 2 Cottahs 3 Chittacks 22 Square feet (out of total area of 25 Satak comprised in the concerned Dag and more particularly out of total area of 15 Satak recorded in the name of Ennat Ali Molla) more or less situate lying at comprised in and being a divided and demarcated portion of L.R.Dag No.929 (R.S. Dag also bearing No.929, C.S.Dag No.926) recorded in L.R.Khatian No.290 (C.S.Khatian No.102), in Mouza Raigachi, J.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, **all aggregating to total 9 Cottahs 10 Chittack 12 square feet** more or less and all delineated individually in the Three Plans annexed hereto duly bordered thereon in "RED".

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 parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

<p>EXECUTED AND DELIVERED on behalf of all the withinnamed VENDORS by their common Authorised Signatory, Mr. Raj Kumar Goenka, who has executed these presents at Kolkata in the presence of</p> <p><i>[Signature]</i></p>	<p>For (1) Satyanarayani Tradecom Private Limited, (2) Parwati Tradecom Private Limited, (3) Neelkamal Vincom Private Limited, (4) Venkatesh Merchandise Private Limited, (5) Veer Vanijya Private Limited, (6) Shreeyukta Tradecom Private Limited, (7) Baleshwar Marketing Private Limited, (8) Real Mark Trading Private Limited, (9) Vandari Tradecom Private Limited, (10) Jaiguru Commodities Private Limited, (11) Siddha Tradecom Private Limited, (12) Pasupati Vincom Private Limited, (13) Jaibhawani Tie-Up Private Limited, (14) Matashree Tie-Up Private Limited, (15) Jagadamba Tradecom Private Limited, (16) Tridev Vinlyog Private Limited, (17) Happy Bengal Promoters Private Limited, (18) Happy Brick Building Private Limited, (19) Happy Awasan Private Limited, (20) Happy Bhawan Private Limited, (21) Happy Apartment Private Limited, (22) Happy Gadgets Private Limited, (23) Happy Aangan Private Limited, (24) Happy Huts Private Limited, (25) Admirable Realtors Private Limited, (26) Cornerstone Developers Private Limited, (27) Kalakanchan Developers Private Limited, (28) Emerald Nirman Private Limited, (29) Jeewan Baxer Private Limited, (30) Karni Apartment Private Limited (31) Karni Shelters Private Limited (32) Karni Plaza Maker Private Limited</p> <p><i>[Signature]</i> Authorised Signatory</p>
--	---

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:

U. S. P.

For (1) AJNA COMMERCIAL PRIVATE LIMITED, (2) AZURITE BUILDERS PRIVATE LIMITED (3) CORNET VANIYA 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) ANNA PURNA APARTMENTS PRIVATE LIMITED, (13) SUBHAM PROMOTERS PRIVATE LIMITED, (14) SARBANI PROPERTIES PRIVATE LIMITED, (15) STYLISH VANDIYA 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

Sunil Kumar Loharuka

Authorised Signatory

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs.54,20,000/- (Rupees fifty four lacs twenty thousand) only being the consideration in full payable under these presents as per memo written hereinbelow:

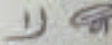
MEMO OF CONSIDERATION

Date	Amount	Cheque No.	Bank/Branch	Issued by the Purchasers, in the name of the following Vendors for themselves and on behalf of all the Vendors, at the request of and/or by the consent of all the Vendors, named herein before.
05.07.2007	50,000/-	335002	Corporation Bank Baguati Branch	NEELKAMAL VINCOM PVT LTD.
05.07.2007	25,000/-	335126	-do-	VENKATESH MARCHANDISE PVT. LTD.
05.07.2007	25,000/-	335127	-do-	VEER VANIJYA PVT LTD.
05.07.2007	50,000/-	265321	-do-	SHREEYUKTA TRADECOM PVT LTD.
05.07.2007	2,00,000/-	335128	-do-	REAL MARK TRADING PVT. LTD.
26.05.2007	1,000,000/-	149309	Centurion Bank of Punjab Ltd., Old Court Road, Branch	JAGDAMBA TRADECOM PVT. LTD.
26.05.2007	1,000,000/-	149310	-do-	TRIDEV VINIYOG PVT. LTD.
05.07.2007	2,00,000/-	335129	Corporation Bank Baguati Branch	HAPPY BENGAL PROMOTERS PVT. LTD.
26.05.2007	10,00,000/-	130352	Centurion Bank of Punjab Ltd., Old Court Road, Branch	JEEWAN BARTER PVT.LTD.
26.05.2007	7,50,000/-	265365	Corporation Bank Baguati Branch	JEEWAN BARTER PVT.LTD.
26.05.2007	7,50,000/-	265266	-do-	JEEWAN BARTER PVT.LTD.
05.07.2007	3,70,000/-	335077	-do-	JEEWAN BARTER PVT.LTD.
TOTAL :	54,20,000/-			RUPEES FIFTY FOUR LAC AND TWENTY THOUSAND ONLY.

For (1) Satyanarayani Tradecom Private Limited, (2) Parwati Tradecom Private Limited, (3) Neelkamal Vincom Private Limited, (4) Venkatesh Merchandise Private Limited, (5) Veer Vanijya Private Limited, (6) Shreeyukta Tradecom Private Limited, (7) Baleshwar Marketing Private Limited, (8) Real Mark Trading Private Limited, (9) Vandan Tradecom Private Limited, (10) Jaguru Commodities Private Limited, (11) Siddha Tradecom Private Limited, (12) Pasupati Vincom Private Limited, (13) Jaibhawani Tie-Up Private Limited, (14) Matashree Tie-Up Private Limited, (15) Jagadamba Tradecom Private Limited, (16) Tridev Viniyog Private Limited, (17) Happy Bengal Promoters Private Limited, (18) Happy Brick Building Private Limited, (19) Happy Awasan Private Limited, (20) Happy Bhawan Private Limited, (21) Happy Apartment Private Limited, (22) Happy Gadgets Private Limited, (23) Happy Aangan Private Limited, (24) Happy Huts Private Limited, (25) Admirable Realtors Private Limited, (26) Cornerstone Developers Private Limited, (27) Kalakanchan Developers Private Limited, (28) Emerald Nirman Private Limited, (29) Jeewan Barter Private Limited, (30) Karni Apartment Private Limited (31) Karni Shelters Private Limited (32) Karni Plaza Maker Private Limited

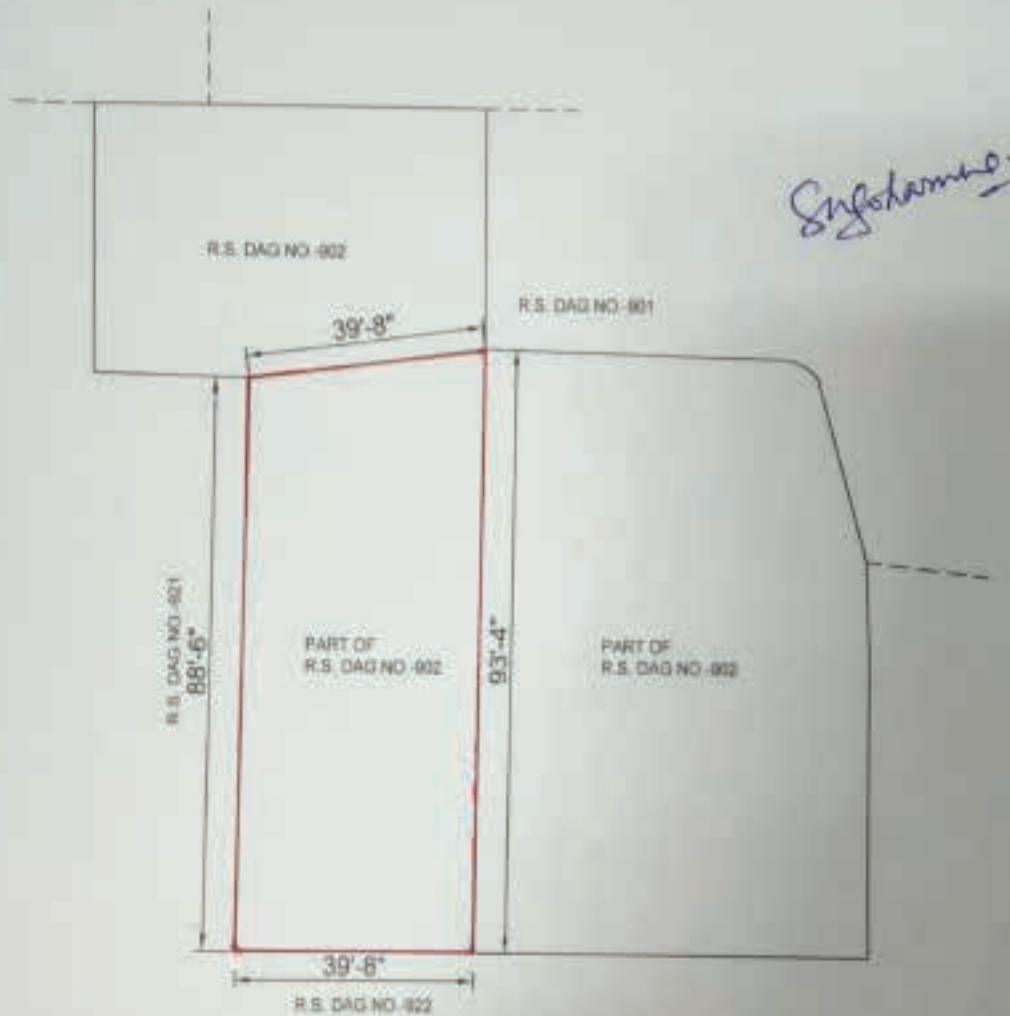

Authorized Signatory

WITNESSES:

1) 
(Sanjay Sanf)
14/12 Makarjua Bona
House - 1

SITE PLAN OF PART OF C.S. DAG NO.-896(P)& PART OF R.S. DAG NO.- 902, AT MOUZA - RAIGACHI, J.L. NO.-12, R.S NO.-194, P.S.- RAJARHAT, DIST. -24 PRGS (N)

AREA OF PLOT = 5K -0CH- 0Sq.ft.
(demarcated by red outline)



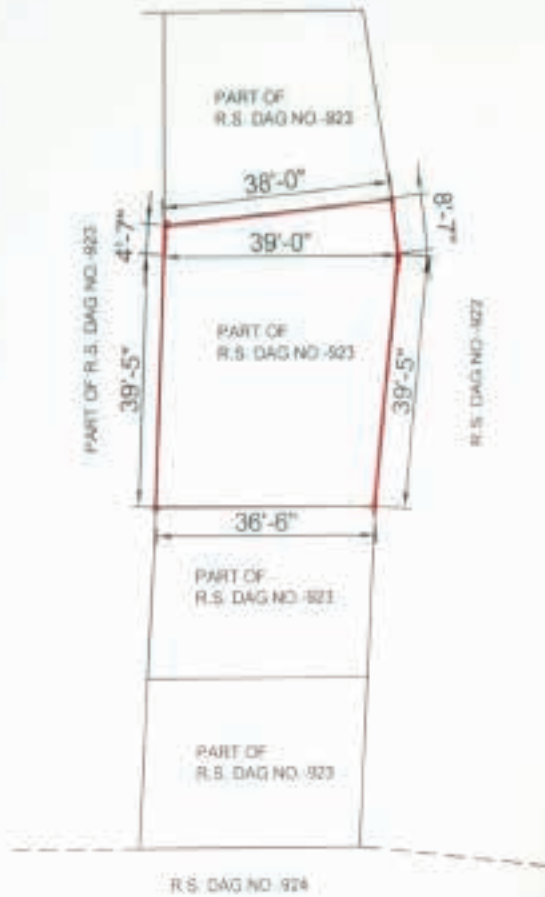
DEED PLAN
SCALE - 0'-1" : 25'-0"



SIGNATURE OF VENDOR

**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 1NO GRAM PANCHAYET**

AREA OF PLOT = 2K -6CH- 35Sq.ft.
(demarcated by red outline)



S. S. S. S.

[Signature]

SIGNATURE OF VENDOR

DEED PLAN

SCALE - 0'-1" : 25'-0"



3A

SITE PLAN OF PART OF R.S. DAG NO.-929, WHOSE PART OF C.S. DAG NO.-926, AT MOUZA- RAIGACHI, J.L. NO.-12, R.S NO.-194, P.S.- RAJARHAT, DIST. -24 PRGS (N)

AREA OF PLOT = 2K -3CH- 22Sq.ft.
(demarcated by red outline)



Sy Johanna

[Signature]
SIGNATURE OF VENDOR

R.S. DAG NO. 921
DEED PLAN
SCALE - 0'-1" : 25'-0"



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



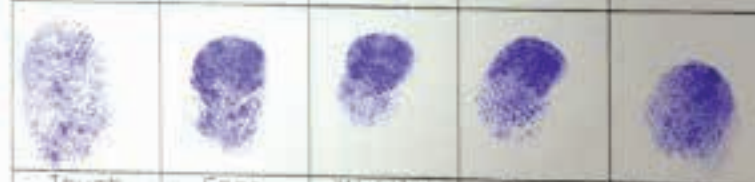
Little Ring Middle (Left Hand) Fore Hand Thumb



Thumb Fore Middle (Right Hand) Ring Little



Little Ring Middle (Left Hand) Fore Hand Thumb



Thumb Fore Middle (Right Hand) Ring Little



Little Ring Middle (Left Hand) Fore Hand Thumb



Thumb Fore Middle (Right Hand) Ring Little

Agreement No. _____
 State No. I
 Volume No. I
 Page No. 1520
 Serial No. 07568
 Date of Issue 2007

DATED THIS 11th DAY OF JULY 2007

BETWEEN

(1) SATYANARAYANI TRADECOM PRIVATE LIMITED & 31 OTHERS
VENDORS

AND

(1) AJNA COMMERCIAL PRIVATE LIMITED & 29 OTHERS
PURCHASERS

DEED OF CONVEYANCE



5-11-07
 5-11-07



Registrar of Assurances
 Madras