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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 626181



M. in 14, 54, 544/-

9,45,500/-
499/2-1 dt 12/12/08

Stamp dated 12/12/08
 Issued by T. Banerjee
 Date of issue 12/12/08
 83, 53, 1000

452967

8/1/08
31185/-

6886/-

328609

14/1/08

15100

THIS INDENTURE made this the 6th day of November, 2007

BETWEEN M/S. LOKENATH DEVELOPER, a partnership firm, having its office at 156, Jessore Road, under Police Station DumDum, in the District of

A-3509-
 12- 7-
 9- 55-
 201- 25-
 201- 4-
 3600-

250
 400
 650
 250-
 400-

A-3509
 3600

32000/-

65769

- 4 OCT 2007

No.
Sold to **ABHIJIT SARKAR**
Address **High Court, Calcutta**
Advocate

7-30 PM.

L. S. SANKAR,
SOLICITOR-AT-LAW

6th NOV 07
Uma Kundu
one of us Eats.

Uma Kundu

3685

6/11/07

For Mrs LOKENATH DEVELOPER

Uma Kundu

Partners

3686

For Mrs LOKENATH DEVELOPER

Mun Mun Saha

Partners

Uma Kundu and Brajananda
at ~~507/107~~, at 507/17, Jessore
Road, P.S. Sun Dun West of
Post 24-Eye. + Mun Mun
Saha and Madan Gopal Saha
at 507/107, Jessore Road, P.S.
Sun Dun West-74. Both Partners
for Mrs Lokenath Developers
having its office at 156, Jessore
Road, P.S. Sun Dun, West
Post 24-Eye.



For Mrs LOKENATH DEVELOPER

Partners

Sandip K. Choudhury
S/O Sri D.K. Choudhury
at AS 24/1 Arjunpur,
KOL-59. Partner.

Sandip K. Choudhury
S/O Sri A.K. Choudhury
AS 24/1 Arjunpur KOL-59

Partner

6/11/07

Parganas, PIN 700 074, represented by its partners namely (1) **SMT. NILIMA SARKAR**, wife of Sri Susanta Sarkar, residing at 35, Swami Vivekananda Road, under Police Station - DumDum, in the District of North 24-Parganas, PIN 700 074, (2) **SMT. MUNMUN SAHA**, wife of Sri Madan Gopal Saha, residing at 507/107, Jessore Road, under Police Station DumDum, in the District of North 24-Parganas, PIN 700 074, (3) **SMT. UMA KUNDU**, wife of Sri Braja Kundu, 507/17, Jessore Road, under Police Station DumDum, in the District of North 24-Parganas, PIN 700 074, hereinafter referred to and called as the "**VENDOR**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, trustees, executors, administrators, legal representatives and/or assigns] of the **ONE PART AND** (1) **AJNA COMMERCIAL PRIVATE LIMITED**, (2) **CORNET VANIJYA PRIVATE LIMITED**, all (Nos. 1 to 2) being Companies incorporated under the Companies Act, 1956 having their registered office at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (3) **AZURITE BUILDERS PRIVATE LIMITED**, (4) **CRESCENT TIE-UP PRIVATE LIMITED**, (5) **DIVINE VINIMAY PRIVATE LIMITED**, all (Nos. 3 to 5) being Companies incorporated under the Companies Act, 1956 having their registered office at 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 office at 7C, Sir Hari Ram Goenka Street, Kolkata 700 007, (9) **VEGA COMMERCIAL PRIVATE LIMITED**, (10) **ENERGY COMMERCIAL PRIVATE LIMITED**, all (Nos. 9 to 10) being Companies incorporated under the Companies Act, 1956 having their registered office at 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 office at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (18) **MORNING TOWERS PRIVATE LIMITED**, the Company incorporated under the Companies Act, 1956 having their registered office at 30, Maharshi Devendra Road, Third 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 office at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (26) **SHRIJA PROPERTIES PRIVATE LIMITED**, the Company incorporated under the Companies Act, 1956 having their registered office at 30, Maharshi Devendra Road, 3rd Floor, Kolkata 700 007, (27) **MONOPOLY ENCLAVE PRIVATE LIMITED**, (28) **MELODY ENCLAVE PRIVATE LIMITED**, (29) **CAPRICON ENCLAVE PRIVATE LIMITED**, (30) **ACCORD ENCLAVE PRIVATE LIMITED**, all (Nos. 27 to 30) being Companies incorporated under the Companies Act, 1956 having their registered office at "Loharuka Niket Dc-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, hereinafter jointly and/or collectively referred to as the "**PURCHASERS**" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-office, trustees, executors, administrators, legal representatives and/or assigns] of the **OTHER PART**:

WHEREAS:

- A. One **ASGAR ALI MIDDYA** by a registered deed of conveyance dated 22.03.1991 registered at the office of the Additional District Sub Registrar at Bidhan Nagar, Salt Lake City. Recorded in Book No.I, Being No. 2356 for the year 1991, sold transferred and conveyed **ALL THAT** piece and parcel of land measuring 4 decimal, more or less, contained in R.S. Dag No.919, under R.S. Khatian No.93 at Mouza RAIGACHI, J.L. No.12, Police Station Rajarhat, District North 24 Parganas, to **JAN MOHAMMAD alias JAN MOHAMMAD MONDAL**.
- B. After the said purchase **JAN MOHAMMAD alias JAN MOHAMMAD MONDAL** well seized and posses of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 4 (four) Decimals, more or less, at Mouza RAIGACHI, contained in R.S. Dag No.919, under R.S. Khatian No.93, duly recorded his name in the Records of L.R. settlement being L.R. Khatian No.581, under Police Station Rajarhat, in the District North 24 Parganas, more fully and particularly described in the Schedule hereunder written, hereinafter called the "**SAID PROPERTY**".
- C. By an Indenture of Conveyance bearing dated 16.06.2006 made and executed by one **JAN MOHAMMAD alias JAN MOHAMMAD MONDAL**, therein referred to as VENDOR, the said **JAN MOHAMMAD alias JAN MOHAMMAD MONDAL** sold, transferred and conveyed revenue paying land containing by measurement 4 (four) Decimals, more or less, at Mouza

RAIGACHI, contained in R.S. Dag No.919, under L.R. Khatian No.581, under Police Station Rajarhat, in the District North 24 Parganas, hereinafter as well as hereinbefore called the Said Property, unto and in favour of **M/S. LOKENATH DEVELOPER**, the Vendor herein, therein described as the Purchaser, for the consideration mentioned in the said Deed of Conveyance and which was duly registered at the office of the Additional District Sub Registrar of Bidhan Nagar, Salt Lake City, and thus recorded into Book No.I, Volume No.437, Pages 191 to 203, Being No. 7259 for the year 2006;

- D. By virtue of the above noted Registered Deed, the Vendor herein become sole and absolute owner of the Said Property, more fully and particularly described in the Schedule written hereunder, free from all sort of encumbrances, liens, charges, mortgages, attachments thereto and thus acquired good title, full power and absolute authority of the Said Property;
- E. The Vendors due to paucity of funds and inability to administer and maintain the Said Property, i.e. land measurement 4 (four) Decimals, more or less, at Mouza RAIGACHI, contained in R.S. Dag No.919 under L.R. Khatian No.581, under Police Station Rajarhat, in the District North 24 Parganas, more fully mentioned in the Schedule written hereunder and shown in the plans attached herewith with **RED** color border, has offered to sell the entirety of the Said Property and the Purchaser herein agreed to purchase the same at and for a Total Consideration of Rs.3,20,000/- (Rupees Three Lac And Twenty Thousand) only according to prevailing market price in the locality and the same has been found fair and reasonable, the Vendors have agreed to sell and transfer the Said Property to the Purchasers.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of agreements and in consolidated consideration of the sum of Rs.3,20,000/- (Rupees Three Lac And Twenty Thousand) only duly paid by the Purchaser to the Vendor only at or before the execution of this instruments (the receipt whereof the Vendor doth hereby as well as by the receipt and memo hereunder written admit and acknowledge and of and from the payment of the same or every part thereof forever acquit release and discharge the Purchaser as also every portion of the demised plot of land free from the same) the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser **ALL THAT** landed property by measurement 4

(four) Decimals, more or less, at Mouza RAIGACHI, contained in R.S. Dag No.919 under L.R. Khatian No.581, under Police Station Rajarhat, in the District North 24 Parganas, morefully and particularly described in the Schedule hereunder written and delineated on the map or plan annexed hereto and bordered **RED** thereon and which is hereinbefore as well as hereinafter referred to as "the Said Property" **OR HOWSOEVER OTHERWISE** the Said Property and every part thereof now are or is hereto before were or was situated butted and bounded called known numbered described distinguished **TOGETHER WITH** all rights, liberties, title, interest, easements, privileges, appurtenances and appendages whatsoever or the said property or any and every part thereof belonging to or in any way, appertaining to or usually held, used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions reminder or reminders and all rents issues and profits thereof and all and every part thereof, hereby granted sold and conveyed transferred assigned and assured or expressed or intended so to be **AND** all the estate, rights, liberties, title, interest, inheritance, use, possession, property, claim, demand and other legal incidents thereof whatsoever, of the Vendor unto and upon the said property and every part thereof and all other evidence of title whatsoever in any way relating to or concerning the said property which now are or hereafter shall or may be in possession, power of control of the Vendor or any other person or persons from the Vendor and procure the same without any action or suit either in law or in equity **TO HAVE AND TO HOLD** the said property, hereby granted transferred, sold, conveyed and assigned or expressed or intended so to be with the appurtenances unto the Purchaser absolutely and forever, free from all encumbrances, trust, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

2. **THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER:**

- 1) **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendors or their predecessor in title or any of them done executed or knowingly suffered to the contrary, the Vendors is fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property hereby granted and conveyed or expressed or intended so to be for a perfect indefeasible estate or inheritance without any manner or condition, use, trust or other thing whatsoever to alter or make void the same; and

- II) **THAT** notwithstanding any such act, deed or thing whatsoever aforesaid, the Vendors now has good right, full lawful and absolute authority and indefeasible title to grant, convey, transfer and assign the Said Property hereby granted, conveyed, transferred and assigned or expressed or intended so to be with the appurtenances unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents; and
- III) **THAT** the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly hold occupy possess and enjoy the Said Property hereby granted, conveyed, transferred and assigned and received and take rents, issues and profits thereof for its absolute use and benefit without any lawful hindrance, interruption, disturbance or any person eviction or demand whatsoever from or by the vendors or any person or persons whatsoever; and
- IV) **THAT** free and clear, freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved defended kept harmless and other estate rights, title, claim, mortgage, charge, lien, lispences and attachments whatsoever; and
- V) **THAT** further the Vendors and all person having or lawfully or equitably claiming any estate, right, title or interest whatsoever into or upon the Said Property or any and every part thereof from, under or in trust for the Vendors and/or their and each of their respective predecessor-in-title or any of them shall and will from time to time and all times hereafter at the requests and costs of the Purchasers do and execute or cause to be executed or done all such acts, assurances and things whatsoever for further better and more perfectly assuring the Said Property hereby granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof unto and to the use of the said Purchasers in the manner aforesaid as may be reasonably required; and
- VI) **THAT** the Said Property or any or every part thereof is not attached in any proceeding or under any provision of Public demand Recovery act or otherwise and no steps taken in execution of any certificate at the instance of Income Tax and or Wealth Tax and or Estate Duty Authorities, and

- VII) **THAT** no notice issued under the Public demands recovery Act, has been served on the Vendors nor any such notice has been published; and
- VIII) **THAT** the Vendors have not yet received any notice of requisition or acquisition of the property described in the Schedule below and the Said Property has not been affected by any scheme of road alignment or for any other purposes; and
- IX) **THAT** the Purchasers and all person claiming through or under the Purchasers have undisputed and all manner of rights through or over the Said Property and all other rights of easements at law and in equity; and
- X) **THAT** the Vendors shall and will, at all times hereafter be bound to indemnify the Purchasers against any loss or damage may be suffered by the Purchasers by reason of any defect in title or possession of the Vendors or by the discovery of any charge, acquirable or otherwise mortgage or trust, lien, lispense or any suit relating to the property any attachment either before or after decree by any occur or other legal authority affecting adversely the property hereditaments and premises hereby granted, transferred and conveyed to the Purchaser; and
- XI) **THAT** simultaneously with the execution of this deed of conveyance, the vendors have delivered peaceful and vacant possession of the Said Property, described in the Schedule below, unto the Purchasers for the absolute use and benefits of the Purchasers as full and absolute owner thereof and all rights, title, interest over the Said Property hereby vests unto the purchaser by virtue of this deed of conveyance, absolutely and forever;
- XII) **THAT** the Vendors doth hereby declare that the Said Property is free from all sorts of encumbrances whatsoever and they have good and marketable right title and interest over the Said Property, as described in the Schedule hereto below; and
- XIII) **THAT** the Vendors shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of Purchasers' name in the Record of Rights, as well as in the records of local authority;

XIV) **THAT** simultaneously with the execution of this deed, the Vendors have handed over all documents of title relating to the Said Property, unto the Purchasers.

THE SCHEDULE

(the Said Property)

ALL THAT piece and parcel of SALI land measuring 4 (four) Decimals, more or less, at Mouza RAIGACHI, contained in R.S./ L.R. Dag No.919, under L.R. Khatian No.581, J.L. No.12, R.S. No.194, Touzi No.10, under Police Station Rajarhat, in the District North 24 Parganas, within the local jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet under Police Station Rajarhat in the District North 24 Parganas, together with **TOGETHER WITH** all sorts of rights, easements, privileges and appurtenances whatsoever belonging to or enjoyed therewith and appurtenant thereto, more as shown in the plan attached herewith and marked with colour **RED** border which shall be treated as part of this indenture and butted and bounded as follows:

ON THE NORTH : By R.S. Dag No.920 & 921;
ON THE SOUTH : By R.S. Dag No.923;
ON THE EAST : By R.S. Dag No.922;
ON THE WEST : By part of R.S. Dag No.919;

IN WITNESS WHEREOF the **VENDOR** set and subscribed their hands and seal on the day month and year above written.

SIGNED SEALED AND DELIVERED

by the **VENDOR** at Kolkata
In the presence of:

Prasanta Manna
10, Old Post Office Street
Kat-1

A. Sarkar
7 A.K.S Road, Kat-1

Drafted by me under
instructions of Pratik.
Abhijit Sarkar
Advocate
Kolkata High Court.

for Mrs LOKENATH DEVELOPER
Nilima Sarkar.
Partner

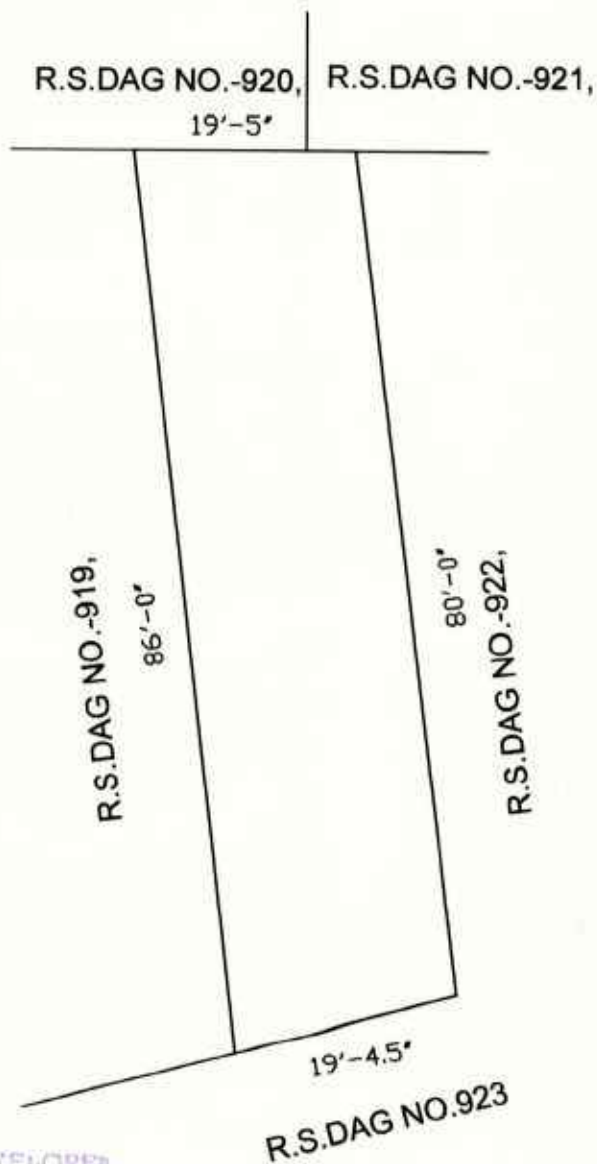
for Mrs LOKENATH DEVELOPER
Mun Mun Saha
Partner

for Mrs LOKENATH DEVELOPER
Uma Kundu.
Partner

PLAN SHOWING LAND AT MOUZA- RAIGACHHI, J.L. NO.-12 R.S. NO.-194, R.S.DAG NO.-919, KHATIAN NO - 581, P.S.-RAJARHAT, DIST. -24PRGS(N).

SALEABLE AREA = 04 DEC.(MORE OR LESS)

VENDOR: 1.) SMT. NILIMA SARKAR,
2.) SMT. MUNMUN SAHA,
3.) SMT. UMA KUNDU,



for Mrs LOKENATH DEVELOPER

Nilima Sarkar,

Partner

for Mrs LOKENATH DEVELOPER

Mun Mun Saha

Partner

for Mrs LOKENATH DEVELOPER

Uma Kundu.





Partner

SIG. OF VENDOR

SITE PLAN

SCALE :- 1" = 16'-0"

FORM FOR TEN FINGERPRINTS

1						
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb	
						
	<i>Sujohambe</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
2						
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb	
						
	<i>Uma Kundu</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
						
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb	
						
	<i>Mun Mun Saha</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
						
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb	
						
	<i>Nilima Sarkar</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

FORM FOR TEN FINGERPRINTS

1						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
2						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
3						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
4						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

RECEIVED from the within named Purchasers
the within mentioned sum towards full and
final Payment of the Total Consideration of
the Said Property.....

Rs.3,20,000/-

(Rupees Three Lac And Twenty Thousand Only.)

MEMO OF CONSIDERATION

Date	Amount (Rs.)	Cheque / Banker's cheque No.	Bank/Branch	Issued In favour of following Vendors, for and on behalf of all the Vendors, at the request of and/or by the consent of all the Vendors.
05.05.2007	3,20,000/-	148351	Centurion Bank of Punjab Limited, 1, Old Court Road, Kolkata- 1	LOKENATH DEVELOPER
Total:	3,20,000/-	Rupees Three Lac & Twenty Thousand only.		

Witnesses:

Prasanta Manna

A Sarkar

for M/s LOKENATH DEVELOPER.

Nilima Sarkar.

Partner

for M/s LOKENATH DEVELOPER.

Mun Mun Saha

Partner

for M/s LOKENATH DEVELOPER.

Uma Kundu.

Partner

VENDOR

Book No. F
Page 110 15
Date 02 354
2008



W
22.02.08



Registrar of Companies
Scam by
22.02.08