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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 626182

M.V. 32,72,721



452969, 632485

8/1/08

72235 + 50 =

M. V. Determined Collector/D.I.G.R.

Rs. 21,27,300/-

Vide No. 501/201 dt-19/12/07

15488f

15/1/08

**THIS INDENTURE** made this the 6<sup>th</sup> 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 North 24-

A-7909-
B-7-
C-55-
D-25-
E-4-
<hr/>
8000-

JM - 250-
JE - nil
<hr/>
250-

Number 722434

Handwritten notes and signatures in the bottom left area.

65768

4 OCT 2007

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

**L. S. VERMA,**  
HIGH COURT - CAL

7-30 a.m.  
6th row of  
Uma kundu  
one of the sheets.

Uma Kundu

3685

for Mrs LOKENATH DEVELOPER

Uma Kundu

Partner

3686

for Mrs LOKENATH DEVELOPER

Mun Mun Saha

Partner

for Mrs LOKENATH DEVELOPER

Partner

Sandip K. Chatterjee  
S/o to A.K. Chatterjee  
AS 24/1 Arjunpur Kof-89  
Service

6/11/07

Uma kundu w/o Sri Braja Kundu  
+ Mun Mun Saha are  
brother gopal Saha both  
partners for Mrs Loke Saha  
developed having its office  
at 156, Jessore Road,  
P.O. Dum Dum Dist. Kolkata  
24. Parganas.



Sandip w/o Chatterjee  
S/o to A.K. Chatterjee  
AS 24/1, Arjunpur  
Kof-89 Service.

6/11/07

North 24-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 jointly 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 **KACHIMADDUN MOLLA** by a registered Bengali deed of Gift dated 28.02.1973, registered at the office of the Sub Registrar at Cossipore, DumDum and recorded in Book No.I, Being No.1532, gifted transferred and conveyed **ALL THAT** piece and parcel of land measuring 47 decimals at C.S. Dag No.925, corresponding to R.S./L.R. Dag No.928 under R.S. Khatian No.108, with other properties at Mouza RAIGACHI, Police Station Rajarhat, J.L. No. 12 in the District North 24 Parganas to **MST. AMENA KHATUN**;
- B. After the aforesaid acquisition **MST. AMENA KHATUN** duly recorded her name in the Records of L.R. Settlement being L.R. Khatian No.181;
- C. While thus the said **MST. AMENA KHATUN**, seized and possess of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring an area 9 (nine) Decimal, more or less, at R.S. Dag No.928 under L.R. Khatian No.181, at Mouza RAIGACHI, under Police Station Rajarhat, in the District North 24 Parganas, more fully and particularly described in the Schedule hereunder written, and hereinafter called as the **SAID PROPERTY**;

- D. By an Indenture of Conveyance bearing dated 26.06.2006 made and executed by the said **MST. AMENA KHATUN**, therein referred to as VENDOR, the said vendor sold, transferred and conveyed revenue paying land containing by measurement 9 (Nine) Decimal, more or less, at R.S. Dag No.928, under L.R. Khatian No.181, at Mouza RAIGACHI, under the Jurisdiction of Additional District Sub Registrar of Bidhan Nagar, Salt Lake City, under Police Station Rajarhat, in the District North 24 Parganas, 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 130 to 142, Being No. 07255 for the year 2006;
- E. 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;
- F. The Vendors due to paucity of funds and inability to administer and maintain the Said Property, i.e. land measurement 9 (Nine) Decimals, more or less, at Mouza RAIGACHI, contained in R.S. Dag No.928, under L.R. Khatian No.181, 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.7,20,000/- (Rupees Seven 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.7,20,000/- (Rupees Seven 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 admeasuring 9 (Nine) Decimal, more or less, at R.S. Dag No.928, under L.R. Khatian No.181, at Mouza RAIGACHI, under the Jurisdiction of Additional District Sub Registrar of Bidhan Nagar, Salt Lake City, 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, lispendends, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

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

- I) **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, lispendences 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, lispensense 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 here ditaments 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 9 decimals, more or less, at R.S./L.R. Dag No.928, L.R. Khatian No.181, at Mouza RAIGACHI, J.L. No.12, R.S. No.194, under Additional District Sub Registrar at Bidhan Nagar, Salt Lake City, within the local jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet, under Police Station Rajarhat, District North 24 Parganas **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:

<b><u>ON THE NORTH</u></b>	:	LAND OF JAN MOHAMMAD;
<b><u>ON THE SOUTH</u></b>	:	GODOWN;
<b><u>ON THE EAST</u></b>	:	LAND OF YOUSUF MINSHI;
<b><u>ON THE WEST</u></b>	:	HOUSE OF ACHIAR BIBI;


**IN WITNESS WHEREOF** the **VENDORS** 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 Manne  
10, old Post office Street  
Kolkata-1

A Sarkar  
7 Kas, Road  
Kolkata-1







































for Mrs LOKENATH DEWALIA  
  
Nilima Sarkar.  
Partner

for Mrs LOKENATH DEWALIA  
  
Mun Mun Saha  
Partner

for Mrs LOKENATH DEWALIA  
  
Uma Kundu.  
Partner

Drafted by me under  
instruction of parties,  
Abhijit Sarkar,  
Advocate  
Calcutta High Court,

# FORM FOR TEN FINGERPRINTS

<b>1</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>
<b>2</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
	<i>Uma Kundu.</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>
<b>3</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
	<i>Mun Mun Saha.</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>
<b>4</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
	<i>Nilima Sarkar.</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>

# FORM FOR TEN FINGERPRINTS

<b>1</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>
<b>2</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>
<b>3</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>
<b>4</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> Hand)	<b>Thumb</b>
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> Hand)	<b>Little</b>

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

Rs.7,20,000/-

(Rupees Seven 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	7,20,000/-	130351	Centurion Bank of Punjab Limited, 1, Old Court Road, Kolkata- I	LOKENATH DEVELOPER
<b>Total:</b>	<b>7,20,000/-</b>	<b>Rupees Seven Lac Twenty Thousand only.</b>		

**Witnesses:**

Prasanta Manne

A Sarkar

for Mrs LOKENATH DEVELOPER

Nilima Sarkar.

Partner

for Mrs LOKENATH DEVELOPER

Mun Mun Saha

Partner

for Mrs LOKENATH DEVELOPER

Uma Kundu.

Partner

VENDOR

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22.02.08



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Scant  
22.02.08