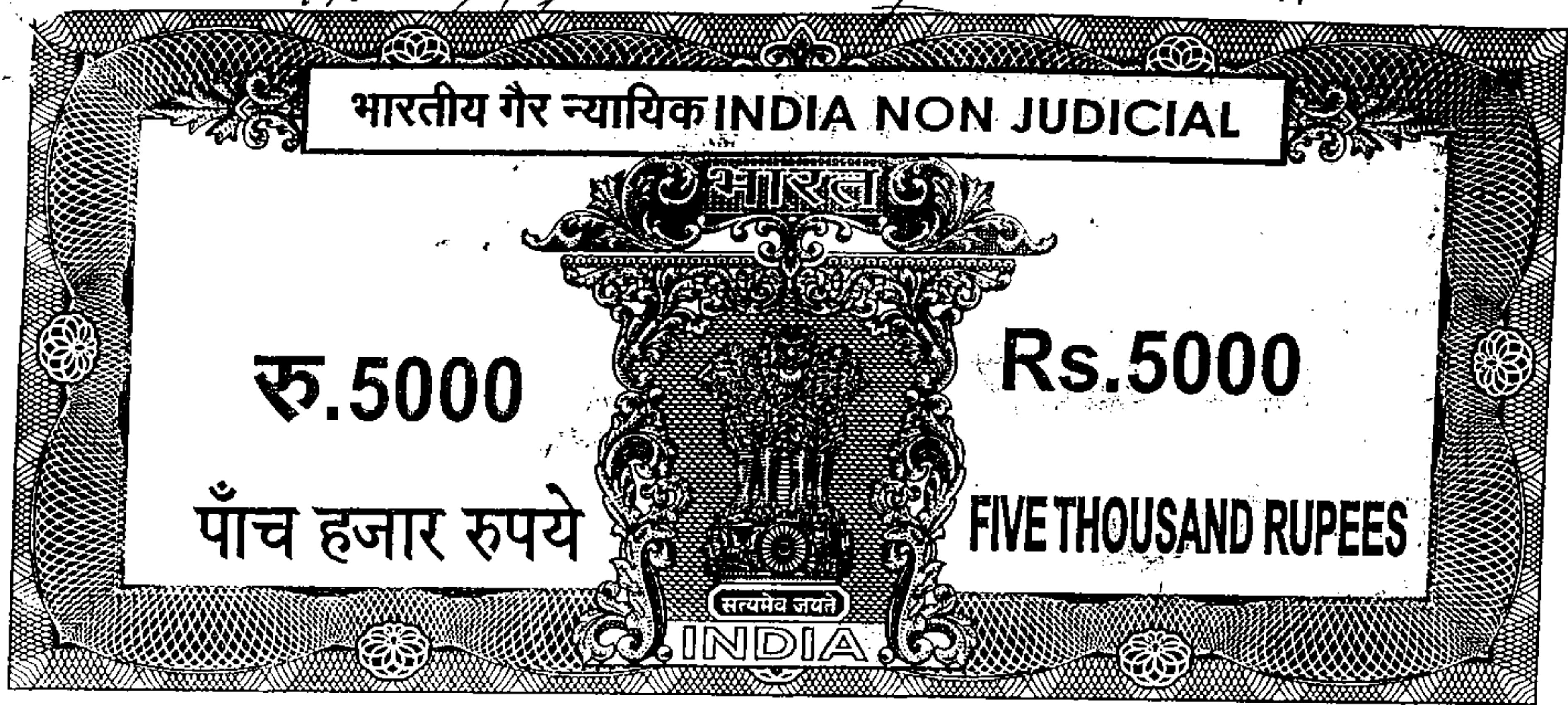


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**THIS INDENTURE** made this the 6th day of November, 2007  
**BETWEEN (1) SRI SUSANTA SARKAR**, son of Late Rakhil Chandra Sarkar,  
residing at 35, Swami Vivekananda Road, Kolkata 700 074, (2) **SRI BRAJA**

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KUNDU, son of Late Shyam Sundar Kundu, residing at 507/17, Jessore Road, Kolkata 700 074, (3) SRI MADAN GOPAL SAHA, son of Late Madhusudan Saha, Residing at 507/107, Jessore Road, Kolkata 700 074, (4) SRI TARAK NATH SHAW, son of Late Budhu Prasad Shaw, residing at Dashadrone, P.O. R-Gopalpur, P.S. Rajarhat, District North 24 Parganas, (5) SRI SOUMEN BHOWMICK, son of Late Susanta Ranjan Bhowmick, residing at 35, Swami Vivekananda Road, Kolkata 700 074, AND (6) M/S. LOKENATH DEVELOPER, a partnership firm, having its office at 156, Jessore Road, under Police Station – DumDum, in the District of 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 “VENDORS” [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors-in-interest, 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. (i) One BAHAR ALI was the absolute owner and possessors of one piece and parcel of plot of land measuring about 37 (thirty) Decimals, more or less, lying and situate at Mouza RAIGACHI, J. L. No. 12, comprised in R. S. Dag No.922, under R. S. Khatian No. 121, as the fifty percent share of the entire land measuring about 74 (seventy four) Decimals, duly recorded in the Settlement Record;
- A. (ii) After the death of the aforesaid BAHAR ALI, the said land measuring about 37 (thirty) Decimals, more or less, as aforesaid devolved to his wife (1) RAHIMA BIBI and three sons namely (2) ASRAF ALI, (3) ENAYET ALI and (4) ANAWAR ALI. Maharum Bahar Ali's wife become the owner of 5 (five) Decimals of land and the three sons became owners of the rest

32 (thirty two) Decimals of land and was duly recorded in the Settlement Records and obtained separate records respectively;

- A. (iii) The wife of Late Bahar Ali, RAHIMA BIBI died, intestate leaving behind her three sons namely (1) ASRAF ALI, (2) ENAYET ALI and (3) ANAWAR ALI, as her only legal heirs since she had no daughter, the share of Maharum Rahima Bibi, that is to say her share of land measuring about 5 (five) Decimals thus devolved to her three sons in equal proportion;
- A. (iv) The said (1) ASRAF ALI, (2) ENAYET ALI and (3) ANAWAR ALI by a Registered Deed of Conveyance dated 01.09.2005 registered at the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No.I, Being No.5690, for the year 2005, sold and transferred ALL THAT 37 (Thirty Seven) Decimals of land, more or less, contained in Mouza RAIGACHI, J. L. No. 12, comprised in R. S. Dag No. 922, under R. S. Khatian No. 121, L. R. Khatian No. 233, 333, 106, and 1170 under Police Station Rajarhat, in the District of North 24-Parganas to (1) RAMESH VERMA and (2) SURESH VERMA, hereinafter referred to as "the FIRST LAND";
- B (i) By execution of Registered Deed of Partition dated 29.03.1989 registered at the Office of the Additional District Sub-Registrar, at Bidhan Nagar, Salt Lake City and recorded in Book No. I, Volume No. 55, Pages 365 to 376, Being No. 2612 for the year 1989, made between GOLAM KASEM as the **First Party** therein, (1) NAJARUL ISLAM, and (2) MAJARUL ISLAM as the **Second Party** therein, and (1) SAHIDUL ISLAM and five others as the **Third Party** therein, to ascertain and identify their respective share of land at Mouza RAIGACHI, Police Station Rajarhat, comprised in R. S. Dag No.923, R. S. Khatian No.296, in the District North 24-Parganas, togetherwith other landed property in several dag numbers in several mouzas, partitioned their joint property inherited by them, detailed therein;
- B (ii) By virtue of the aforesaid Deed of Partition the said NAJARUL ISLAM became the owner of 10 (ten) Decimals of land at Mouza-RAIGACHI, Police Station Rajarhat, contained in R. S. Dag No.923, R. S. Khatian No.296, in the District North 24-Parganas;

- B (iii) The said **NAZRUL ISLAM**, by a registered Deed of Conveyance dated 16.09.1989 registered at Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No.I, Volume No.151, Pages 493 to 498, Being No.7093 for the year 1989, sold and transferred **ALL THAT** 10 (Ten) Decimals of land at Mouza RAIGACHI, Police Station Rajarhat, at R. S. Dag No.923, R. S. Khatian No.296, in the District North 24-Parganas, to (1) **SEKH JAN MOHAMMAD**, (2) **SEKH HASEN MOHAMMAD**, (3) **SEKH JAKIR MOHAMMAD alis JAKIR HOSEN**, (4) **SEKH NUR MOHAMMAD**, and (5) **SEKH HOSEN MOHAMMAD**, each become entitled of 2 (Two) decimal of land;
- B (iv) By an amicable partition said **SEKH JAN MOHAMMAD and four others**, named above, partitioned the aforesaid property and determined their respective shares;
- B (v) By virtue of the said partition **SEKH JAN MOHAMMAD** became the owner of land measuring 2 (two) Decimals at R. S. Dag No. 923 under L. R. Khatian No.581, at Mouza RAIGACHI, Police Station Rajarhat, in the District North 24-Parganas;
- B (vi) **SEKH JAN MOHAMMAD**, by a Registered Deed of Conveyance registered at the Office of the District Sub-Registrar at Barasat, recorded in Book No. I, Volume No. 91, Pages 357 to 364, Being No. 5080 for the year 1996 sold and transferred **ALL THAT** 2 (two) Decimals of land at Mouza-RAIGACHI, Police Station - Rajarhat, R. S./ L.R. Dag No. 923, R. S. Khatian No. 296, L. R. Khatian No. 581 in the District North 24-Parganas to **TANUJA BIBI, wife of Sk. Marukh**;
- B (vii) By virtue of the aforesaid Deed of Partition Being No. 2612 for the year 1989, **MAJARUL ISLAM** became the owner of 10 (ten) Decimals of land at Mouza-RAIGACHI, Police Station - Rajarhat, R. S. Dag No. 923, R. S. Khatian No. 296 and duly recorded his name in the L. R. Settlement being L. R. Khatian No. 948;
- B (viii) After the death of **MAJARUL ISLAM**, his wife (1) **FIROJA BEGUM**, two sons (2) **MANIRUL ISLAM** and (3) **SAHIDUL ISLAM** and one daughter (4) **FATEMA KHATUN**, as his legal heirs, became the owners of 10 (ten) Decimals of land at Mouza-RAIGACHI, Police Station Rajarhat, R.S./L.R. Dag No. 923, R. S. Khatian No. 296, L. R. Khatian No. 948, by virtue of Muslim Law of Succession;



- B (ix) The said (1) **FIROJA BEGUM**, (2) **MANIRUL ISLAM**, (3) **SAHDUL ISLAM** and (4) **FATEMA KHATUN**, by a Registered Deed of Conveyance dated 01.08.2003 registered at the office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No.I, Volume No. 487, Pages 176 to 191, Being No. 08625 for the year 2003, sold and transferred **ALL THAT** piece and parcel of land measuring 1 (One) Cottah and 8 (Eight) Chittacks, more or less, at Mouza RAIGACHI, Police Station Rajarhat, R. S. Dag No.923, R. S. Khatian No.296, L. R. Khatian No.948, in the District North 24-Parganas to **TANUJA BIBI, wife of Md. Kashem**;
- B (x) The said **TANUJA BIBI** wife of **Sk. Marukh**, by a Registered Deed of Conveyance dated 16.08.2005 registered at the office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. I, Being No. 05116 for the year 2005, sold and transferred **ALL THAT** 2 (two) Decimals of land at Mouza RAIGACHI, Police Station Rajarhat, R. S. Dag No.923, R. S. Khatian No.296, L. R. Khatian No.581, in the District North 24-Parganas to **BABULAL VERMA**;
- B (xi) The Said **TANUJA BIBI, wife of Md. Kashem**, by a Registered Deed of Conveyance dated 16.08.2005 registered at the office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. I, Being No. 05108 for the year 2005, sold and transferred **ALL THAT** piece and parcel of land measuring 1 (One) Cottah and 8 (Eight) Chittacks, more or less, at Mouza RAIGACHI, Police Station Rajarhat, R.S./ L.R. Dag No.923, R.S. Khatian No.296, L.R. Khatian No.948, in the District North 24-Parganas to **BABULAL VERMA**;
- B (xii) Thus the said **BABULAL VERMA**, seized and possessed of and sufficiently entitled to **ALL THAT** piece or parcel of land admeasuring 3.48 (Three point Four Eight) Decimals, more or less, at Mouza RAIGACHI, contained in R.S./ L.R. Dag No. 923, R. S. Khatian No.296, L.R. Khatian No.581 and 948, Police Station Rajarhat, in the District North 24-Parganas, hereinafter referred to as "**the SECOND LAND**";
- C (i) One **ABDUL CHATTER MIDDYA** of Raigachi, Police Station Rajarhat, in the District of North 24 Parganas, was the Owner and possessor of a plot of land measuring an area 16 (sixteen) Decimal more or less, lying and situate under Mouza RAIGACHI, J. L. No. 12, R. S. No. 194, Touzi No. 10, under Rajarhat Bishnupur 1 No. Gram Panchayet, comprised in R.S.

Dag No.926, under R.S. Khatian No.41, under Police Station Rajarhat, in the District of North 24 Parganas, by virtue of inheritance, Revisional Settlement Record of Rights, absolutely free from all encumbrances whatsoever;

- C (ii) While seized and possessed of the said plot of land, the said **ABDUL CHATTER MIDDYA** died on 09.03.1964, intestate leaving behind his six sons namely (1) **ABDUL GOFFAR MIDDYA**, (2) **ABDUL BARI MIDDYA**, (3) **ABDUL HAMID MIDDYA**, (4) **ABDUL AJIJ MIDDYA**, (5) **ABDUL MUJID MIDDYA** and (6) **ABDUL WAJID MIDDYA**, three daughters namely (7) **RABIYA BIBI alias RABIYA KHATUN**, (8) **JAMILA BIBI alias JAMILA KHATUN** and (9) **RAHIMA BIBI alias RAHIMA KHATUN**, and one wife (10) **AMENA KHATUN**, as his only legal heirs and successors to his estate and they were entitled their respective share of land in terms of Muslim Farayez Act.;
- C (iii) While seized and possessed of the said respective share of land, the said **ABDUL GOFFAR MIDDYA and nine others** recorded their names in the records of the B.L.& L.R.O. at the time of L.R. Settlement operation being L.R. Khatian No.469, 805, 1548, 64, 992, 362, 1182, 551, 1166 and 182, as absolute owners and possessors thereof, for their respective share of land;
- C (iv) After the death of **AMENA KHATUN**, her share of property, as aforesaid, devolved upon her six sons namely (1) **ABDUL GOFFAR MIDDYA**, (2) **ABDUL BARI MIDDYA**, (3) **ABDUL HAMID MIDDYA**, (4) **ABDUL AJIJ MIDDYA**, (5) **ABDUL MUJID MIDDYA** and (6) **ABDUL WAJID MIDDYA**, three daughters namely (7) **RABIYA BIBI alias RABIYA KHATUN**, (8) **JAMILA BIBI alias JAMILA KHATUN** and (9) **RAHIMA BIBI alias RAHIMA KHATUN**, as her only legal heirs and successors to her estate and they were entitled of their respective share of land in terms of Muslim Farayez Act.;
- C (v) While seized and possessed of the said respective share of land the said **ABDUL BARI MIDDYA**, died intestate on 22.10.1993, leaving behind his only wife namely (1) **KHODAJA BIBI** and two daughters namely (2) **AJMIRA BIBI** and (3) **TAJMIRA BIBI**, and three sons namely (4) **MD. SARAF UDDIN MIDDYA**, (5) **MD. ARIF UDDIN MIDDYA** and (6) **MD. MAHIUDDIN MIDDYA**, as his only legal heirs and successors to his

estate and they were also entitled to the property left by the deceased, in terms of the Muslim Farayez Act.

C (vi) While seized and possessed of the said respective share of land the said **ABDUL HAMID MIDDYA** died intestate on 27.05.2000, leaving behind his only wife namely (1) **RABIYA BIBI**, four sons namely (2) **ABDUL REJJACK MIDDYA**, (3) **ABDUL ECHAK MIDDYA**, (4) **ABDUL ANSAR MIDDYA**, and (5) **ABDUL ASGAR MIDDYA** and four daughters namely (6) **RIJIA BIBI**, (7) **SUPIYA BIBI**, (8) **FIROZA BIBI** and (9) **TANUZA BIBI** as his legal heirs and successors to his estate and they were also entitled the left property in terms of the Muslim Farayez Act.

C (vii) While seized and possessed of the their respective share of land the said (1) **RABIYA BIBI alias RABIYA KHATUN**, (2) **JAMILA BIBI alias JAMILA KHATUN** and (3) **RAHIMA BIBI alias RAHIMA KHATUN**, gifted their portion of property to one of their brother **ABDUL WAJID MIDDYA**, by a registered Deed of Gift dated 07.02.2005, duly registered in the office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. 1, Volume No. 5, Pages 35 to 52, Being No. 00060 for the year 2005, in consideration of love and affection towards him;

C (viii) Since then (1) **ABDUL GOFFAR MIDDYA**, (2) **ABDUL AJIJ MIDDYA**, (3) **ABDUL MUJID MIDDYA**, (4) **ABDUL WAJID MIDDYA**, (5) **KHODAJA BIBI**, (6) **AJMIRA BIBI**, (7) **TAJMIRA BIBI**, (8) **MD. SARAF UDDIN MIDDYA**, (9) **MD. ARIF UDDIN MIDDYA**, (10) **MD. MAHIUDDIN MIDDYA**, (11) **RABIYA BIBI**, (12) **ABDUL REJJACK MIDDYA**, (13) **ABDUL ECHAK MIDDYA**, (14) **ABDUL ANSAR MIDDYA**, (15) **ABDUL ASGAR MIDDYA**, (16) **RIJIA BIBI**, (17) **SUPIYA BIBI**, (18) **FIROZA BIBI**, and (19) **TANUZA BIBI**, jointly seized and possessed of total land measuring 16 (sixteen) Decimals, more or less, comprised in R.S./ L.R. Dag No.926, under L.R. Khatian No. 469, 805, 1548, 64, 992, 362, 1182, 551, 1166, and 182, at Mouza RAIGACHI, J. L. No. 12 in the District of North 24-Parganas, by virtue of inheritance and Deed of Gift as stated above, absolutely free from all encumbrances whatsoever, hereinafter referred to as "**the THIRD LAND**";

D (i) By virtue of Records Of Rights, (1) **LAL BABU MIDDYA**, and (2) **SHYAM BABU MIDDYA**, both son of Late Nuruddin Middya were well seized and possessed of and/or otherwise well and sufficiently entitled to **ALL**



**THAT** piece or parcel of plot of land admeasuring an area of total 10 (Ten) Decimal, more or less, lying and situated at Mouza RAIGACHI, J.L. No.12, comprised in R.S. Dag No.925, under R.S. Khatian No.93, in the District of North 24-Parganas;

- D (ii) The said **LAL BABU MIDDYA** died intestate leaving behind his only wife (1) **SOHANUR BIBI**, and three sons namely (2) **KASHEM ALI MIDDYA**, (3) **AJGAR ALI MIDDYA**, and (4) **HASEM ALI MIDDYA**, as his only legal heirs and successors to his estate and they were entitled to the property left by the deceased, i.e. **ALL THAT** 5 (five) Decimals of land at Mouza RAIGACHI, Police Station Rajarhat, contained in R.S./ L.R. Dag No.925, R.S. Khatian No.93, District North 24 Parganas;
- D (iii) The said **SOHANUR BIBI** recorded her share of land measuring 1 (One) Decimal and others land in Record of Rights being L.R. Khatian No.1504/1, **KASHEM ALI MIDDYA** recorded his name to the B.L.& L.R.O. at the time of L. R. Settlement Record of Rights, being L. R. Khatian No.385/1, land area 2 (Two) Decimals, **AJGAR ALI MIDDYA** recorded his name to the B.L.& L.R.O. at the time of L. R. Settlement Record of Rights, being L. R. Khatian No.57/1, land area 1 (one) Decimal, **HASEM ALI MIDDYA** recorded his name to the B.L.& L.R.O. at the time of L. R. Settlement Record of Rights, being L. R. Khatian No.1576/1, land area 1 (One) Decimal all comprised in R.S./L.R. Dag No.925, of the Mouza Raigachi, District North 24 Parganas;
- D (iv) The said (1) **SOHANUR BIBI**, (2) **KASHEM ALI MIDDYA**, (3) **AJGAR ALI MIDDYA**, and (4) **HASEM ALI MIDDYA**, as Vendors and **HASEM ALI MONDAL**, son of Fakir Ali Mondal of Raigachi as the Confirming Party by a registered Deed of Conveyance registered at Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No.I, Being No.2318, for the year 2005, sold and transferred **ALL THAT** 5 (five) Decimals of land at Mouza RAIGACHI, Police Station Rajarhat, contained in R.S./ L.R. Dag No.925, R.S. Khatian No.93, L.R. Khatian No.385/1, 57/1, 1504/1, and 1576/1 to **ABDUL WAJID MIDDYA**, for the consideration mentioned therein;
- D (v) The said **SHYAM BABU MIDDYA**, was the owner of 5 (Five) Decimals of land contained in R.S./L.R. Dag No.925, and his name was duly recorded in R.S. Khatian No.93, L. R. Khatian No. 1283;

- D (vi) The said **SHYAM BABU MIDDYA**, as Vendor and **HASEM ALI MONDAL** son of Fakir Mondal of Raigachi as the Confirming Party, by a registered Deed of Conveyance registered at Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No.I, Being No.2308 for the year 2005, sold and transferred **ALL THAT** 5 (five) Decimals of land at Mouza RAIGACHI, Police Station Rajarhat, contained in R.S./L.R. Dag No.925, R.S. Khatian No.93, L.R. Khatian No.1283, District North 24 Parganas, to **ABDUL WAJID MIDDYA**, for the consideration mentioned therein;
- D (vii) The said **ABDUL WAJID MIDDYA** thus became the owner of 10 (Ten) Decimals of land at Mouza RAIGACHI, Police Station Rajarhat, contained in R. S. Dag No.925, R.S. Khatian No.93, L.R. Khatian No. 385/1, 57/1, 1504/1, 1576/1, and 1283 in the District of North 24-Parganas, hereinafter referred to as "**the FOURTH LAND**";
- E. By an Indenture of Conveyance bearing dated 06.05.2005 made and executed by (1) **ABDUL GOFFAR MIDDYA**, (2) **ABDUL AJIJ MIDDYA**, (3) **ABDUL MUJID MIDDYA**, (4) **ABDUL WAJID MIDDYA**, (5) **KHODAJA BIBI**, (6) **AJMIRA BIBI**, (7) **TAJMIRA BIBI**, (8) **MD. SARAF UDDIN MIDDYA**, (9) **MD. ARIF UDDIN MIDDYA**, (10) **MD. MAHIUDDIN MIDDYA**, (11) **RABIYA BIBI**, (12) **ABDUL REJACK MIDDYA**, (13) **ABDUL ECHAK MIDDYA**, (14) **ABDUL ANSAR MIDDYA**, (15) **ABDUL ASGAR MIDDYA**, (16) **RIJIA BIBI**, (17) **SUPIYA BIBI**, (18) **FIROZA BIBI**, and (19) **TANUZA BIBI**, therein jointly referred to as VENDORS, the said Vendors sold, transferred and conveyed **ALL THAT** revenue paying land admeasurement 26 Decimals, more or less, at Mouza RAIGACHI, under Police Station Rajarhat in the District North 24 Parganas, out of which 16 (sixteen) Decimals of land contained in R.S./ L.R. Dag No.926, under R.S. Khatian No.41, L.R. Khatian No. 469, 805, 1548, 64, 992, 362, 1182, 551, 1166, and 182, **hereinbefore referred to as the THIRD LAND AND** 10 (Ten) Decimals of land contained in R.S./ L.R. Dag No.925, under R.S. Khatian No.93, L.R. Khatian No. 385/1, 57/1, 1504/1, 1576/1 and 1283, **hereinbefore referred to as the FOURTH LAND**, unto and in favour of (1) **KALKATI DEVI SONI** and (2) **RINA DEVI SONI**, therein described as the Purchasers 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, Being No.2046 for the year 2005, for the consideration mentioned therein;

F. By virtue of aforesaid purchases (1) **RAMESH VERMA**, (2) **SURESH VERMA**, (3) **BABULAL VERMA**, (4) **KALKATI DEVI SONI** and (5) **RINA DEVI SONI**, became absolute owners of their respective share in the First Land, the Second Land, the Third Land and the Fourth Land, hereinafter collectively called "**the SAID PROPERTY**", detailed and aggregated as under, free from all sorts of encumbrances, lien, mortgages, attachments, etc.:

Particulars	Area of land in Decimal	R.S./ L.R. Dag No.	L. R. Khatian No.	R. S. Khatian No.	Name of the owner according to Deed
First Land	37	922	233, 333, 106, 1170	121	1. Ramesh Verma 2. Suresh Verma
Second Land	4.48	923	581, 948	296	Babulal Verma
Third Land	16	926	469, 805, 1548, 64, 992, 362, 1182, 551, 1166, 182	41	1. Kalkati Devi Soni 2. Rina Devi Soni
Fourth Land	10	925	385/1, 57/1, 1504/1, 1576/1, 1283	93	1. Kalkati Devi Soni 2. Rina Devi Soni
Total Land	67.48	Sixty Seven point Four Eight Decimal, more or less.			

F. By virtue of a registered Deed of Conveyance dated 19.04.2006, the said (1) **RAMESH VERMA**, (2) **SURESH VERMA**, (3) **BABULAL VERMA**, (4) **KALKATI DEVI SONI** and (5) **RINA DEVI SONI**, jointly sold, transferred and conveyed the entirety of the Said Property, admeasuring 67.48 (Sixty Seven point Four Eight) Decimals, more or less, lying and situate in Mouza RAIGACHI, contained in R.S./L.R. Dag No. 922 (Land Area 37 Decimal), 923 (Land Area 5.0 Decimal, which is erroneous as Land Area purchased by Babulal Verma in the dag 923 is only 4.48 Decimal), 926 (Land Area 16 Decimal) and 925 (Land Area 10 Decimal), R. S. Khatian No. 121, 296, 41 and 93, L.R. Khatian No. 233, 333, 106, 1170, 581, 948, 469, 805, 1548, 64, 992, 362, 1182, 551, 1166, 182, 385/1, 57/1, 1504/1, 1576/1, and 1283, under the Jurisdiction of Additional District Sub Registrar of Bidhan Nagar, Salt Lake City, under Police Station Rajarhat, District North 24 Parganas, specifically mentioned in the Schedule written hereunder and shown in the plans with **RED** color border, attached herewith unto the (1) **SRI SUSANTA SARKAR**, (2) **SRI BRAJA KUNDU**, (3) **SRI MADAN GOPAL SAHA**, (4) **SRI TARAK NATH SHAW**, (5) **SRI SOUMEN BHOWMICK**, and (6) **M/S. LOKENATH DEVELOPER**, a partnership firm, represented by its partners (i) **Smt. Nilima Sarkar**, (ii) **Smt. Munmun Saha**, and (iii) **Smt. Uma Kundu**, all



collectively the Vendors herein, therein referred as the Purchasers, registered in the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No.I, Being No.7257 for the year 2006, for the consideration mentioned therein;

G. Thus, (1) SRI SUSANTA SARKAR, (2) SRI BRAJA KUNDU, (3) SRI MADAN GOPAL SAHA, (4) SRI TARAK NATH SHAW, (5) SRI SOUMEN BHOWMICK, and (6) M/S. LOKENATH DEVELOPER, the Vendors herein, acquired good title, full power and absolute authority in the Said Property, specifically and particularly mentioned in the Schedule, written hereunder.

H. The Vendors due to paucity of funds and inability to administer and maintain the Said Property, i.e. land admeasuring 67.48 (Sixty Seven point Four Eight) Decimals, more or less, lying and situate in Mouza RAIGACHI, contained in R.S./L.R. Dag No. 922, 923, 924 and 925, K.M. Khatian No. 121, 296, 41 and 93, L.R. Khatian No. 233, 333, 106, 1170, 581, 948, 469, 805, 1548, 64, 992, 362, 1182, 551, 1166, 182, 385/1, 57/1, 1504/1, 1576/1, and 1283, under the Jurisdiction of Additional District Sub Registrar of Bidhan Nagar, Salt Lake City, under Police Station Rajarhat, District North 24 Parganas, more fully mentioned in the Schedule written hereunder and shown in the plans attached herewith with RED color border, have jointly and/or collectively 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.71,00,000/- (Rupees Seventy One Lac) 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.71,00,000/- (Rupees Seventy One Lac) 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 67.48 (Sixty Seven point Four Eight) Decimals, more or less, lying and situate in Mouza RAIGACHI, contained in R.S./L.R. Dag No. 922 (Land Area 37 Decimal), 923 (Land Area 4.48 Decimal), 926 (Land Area 16 Decimal) and 925 (Land Area 10 Decimal), under R. S. Khatian No. 121, 296, 41 and 93, corresponding to L.R. Khatian No. 233, 333, 106, 1170, 581, 948, 469, 805, 1548, 64, 992, 362, 1182, 551, 1166, 182, 385/1, 57/1, 1504/1, 1576/1, and 1283, under the Jurisdiction of Additional District Sub Registrar of Bidhan Nagar, Salt Lake City, under Police Station Rajarhat, District North 24 Parganas, specifically mentioned in the schedule written hereunder and shown in the plan attached herewith with red color border, 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 remainder 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 DO TH 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, lispendense 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 67.48 (Sixty Seven point Four Eight) Decimals, be the same a little more or less, lying and situate at Mouza RAIGACHI, out of which 37 Decimal of land contained in R.S./L.R. Dag No.922, under L.R. Khatian No.233, 333, 106, 1170 AND 4.48 Decimal of land contained in R.S./L.R. Dag No.923, under L.R. Khatian No. 591, 948 AND 16 Decimal of land contained in R.S./L.R. Dag No.926, under L.R. Khatian No.469, 805, 1548, 64, 992, 362, 1182, 551, 1166 182 AND 10 Decimal of land contained in R.S./L.R. Dag No. 925, under L.R. Khatian No.335/1, 571, 1504/1, 1576/1, and 1233, under the Jurisdiction of Additional District Sub Registrar of Bidhan Nagar, Salt Lake City, within the local jurisdiction of Rajarhat Bishnupur I 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 fully shown and butted and bounded in the plans, attached herewith and marked as Annexure-A, B and C, each with **RED** colour border, which shall be treated as part of this indenture

**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 **VENDORS** at Kolkata  
In the presence of:

Prasanta Mandal  
10 Old Post Office Street  
Kolkata

A. Sarkar  
7A, W.S. Road  
Kolkata

1. *Sumantra Sarkar*
2. *Braja Kundu*
3. *Madan Gopal Saha*
4. *Tarak Mohan Shaw*
5. *Soumen Bhowmik*  
Partner  
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

VENDORS

Read over and explained by me to the Vendor who executed the document after fully understanding the purport meaning and contents thereof.

Drafted by me under  
instructions of parties.  
*Abhijit Sarkar*  
Advocate  
Calcutta High Court.



**RECEIVED** from the within named Purchasers  
the within mentioned sum towards full and  
final Payment of the Total Consideration of  
the Said Property.....  
(Rupees Seventy One Lac) only.

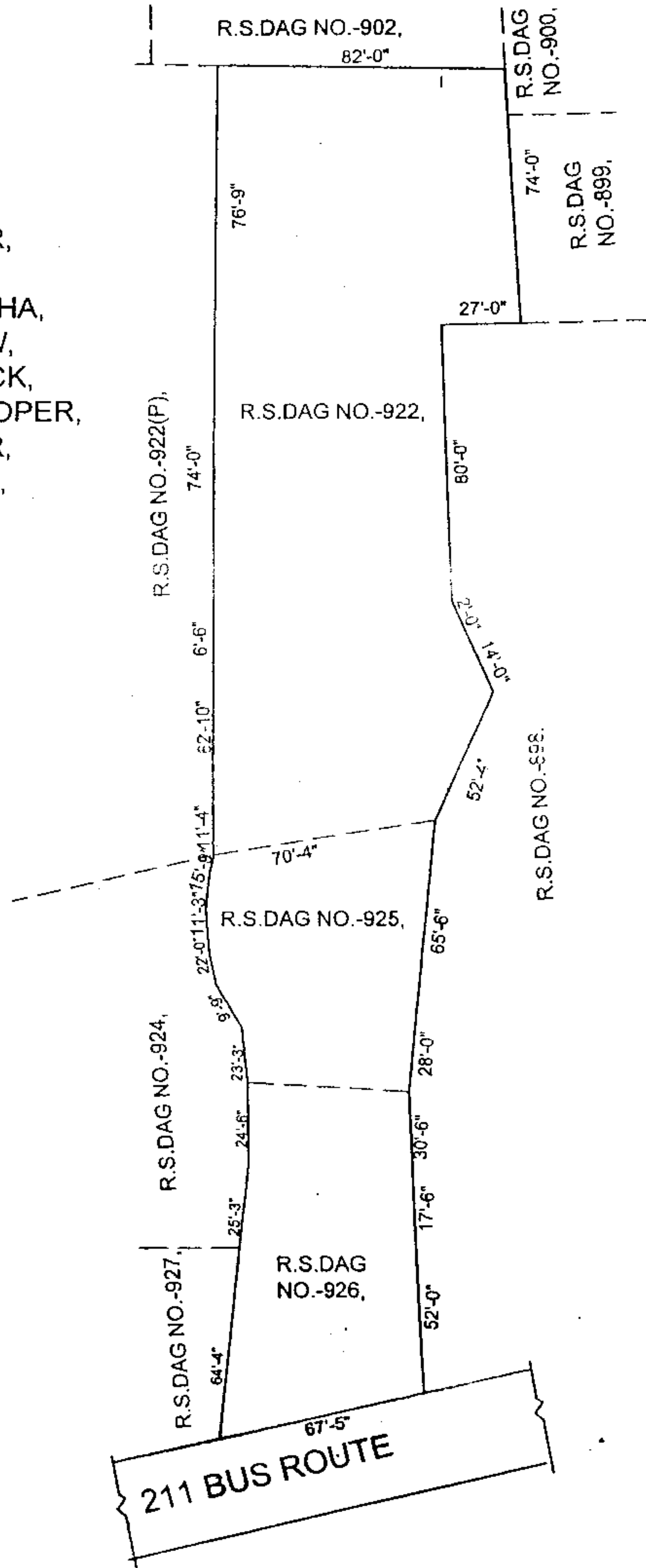
Rs.71,00,000/-

**PLAN SHOWING LAND AT MOUZA- RAIGACHHI, J.L.  
NO.-12 R.S. NO.-194, R.S.DAG NO.-922, 925 & 926,  
P.S.-RAJARHAT, DIST. -24PRGS(N).**

**SALEABLE AREA = 63 DEC.39 K. 12 CH. 23 SQ.FT.(MORE OR LESS)**



- VENDOR: 1.) SRI. SUSANTA SARKAR,  
2.) SRI. BRAJA KUNDU,  
3.) SRI. MADAN GOPAL SAHA,  
4.) SRI TARAK NATH SHAW,  
5.) SRI SOUMEN BHOWMICK,  
6.) M/S LOKENATH DEVELOPER,  
a.) SMT. NILIMA SARKAR,  
b.) SMT. MUNMUN SAHA,  
c.) SMT. UMA KUNDU,



*Susanta Sarkar.  
Braja Kundu.  
Madan Gopal Saha.  
Tarak Nath Shaw  
Soumen Bhowmick*

for M/s LOKENATH DEVELOPER

*Nilima Sarkar.*  
Partners

for M/s LOKENATH DEVELOPER

*Mun Mun Saha*  
Partners

for M/s LOKENATH DEVELOPER

*Uma Kundu*  
Partners

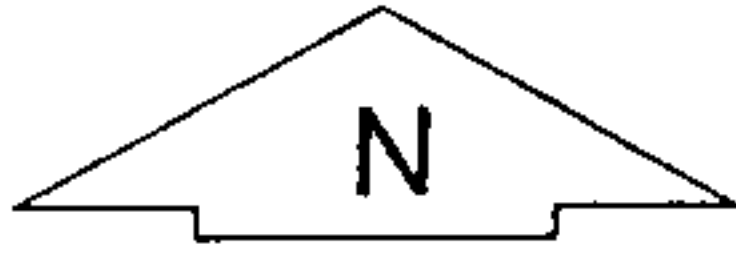
SIG. OF VENDOR

**SITE PLAN**

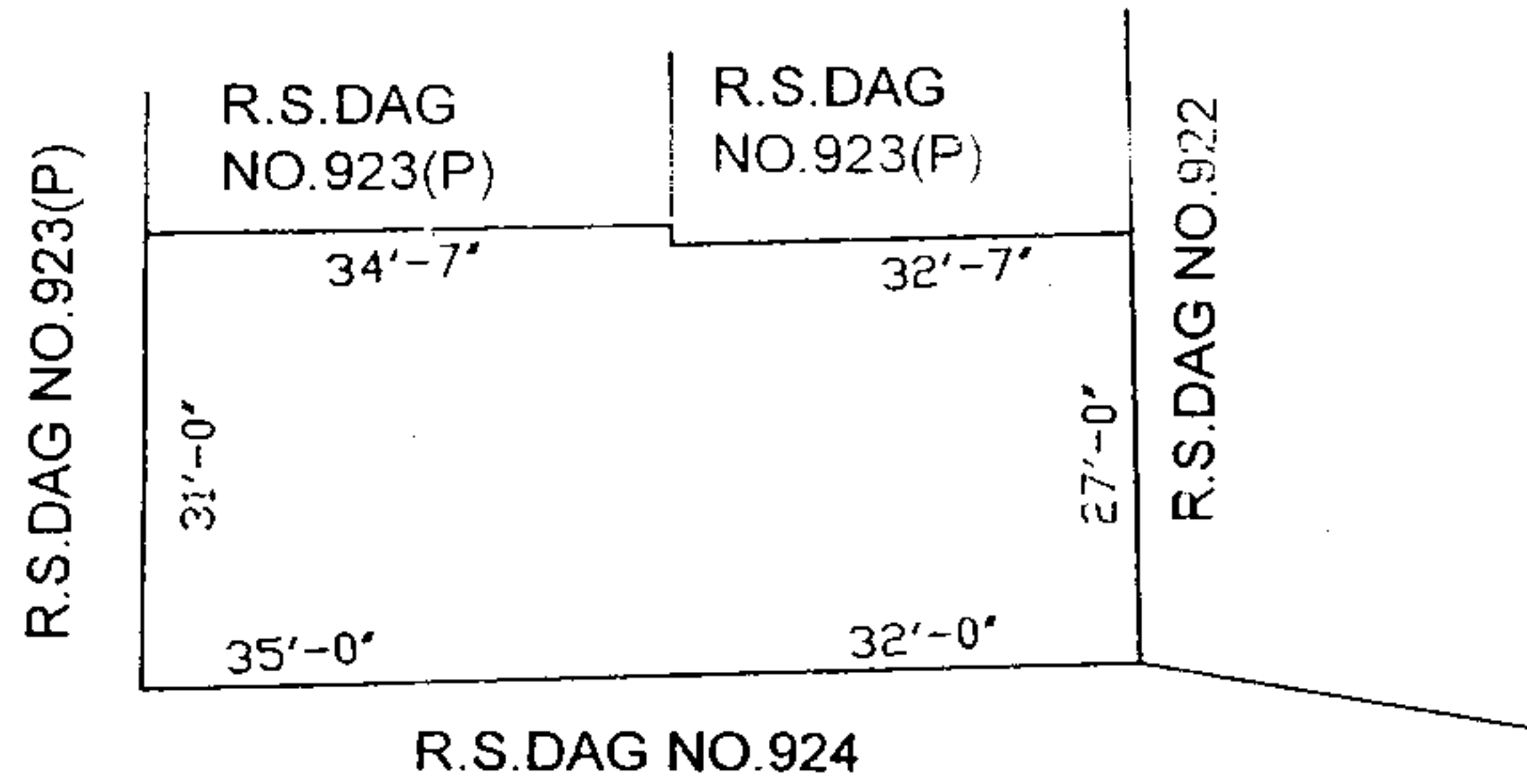
SCALE :- 1" = 64'-0"

PLAN SHOWING LAND AT MOUZA- RAIGACHHI, J.L.  
NO.-12 R.S. NO.-194, R.S.DAG NO.-923(P),  
P.S.-RAJARHAT, DIST. -24PRGS(N).

SALEABLE AREA = 5 DEC. 2 K. 16 CH. 16 SQ.FT.(MORE OR LESS)



- VENDOR: 1.) SRI. SUSANTA SARKAR,  
2.) SRI. BRAJA KUNDU,  
3.) SRI. MADAN GOPAL SAHA,  
4.) SRI TARAK NATH SHAW,  
5.) SRI SOUMEN BHOWMICK,  
6.) M/S LOKENATH DEVELOPER,  
a.) SMT. NILIMA SARKAR,  
b.) SMT. MUNMUN SAHA,  
c.) SMT. UMA KUNDU,



*Soumen Bhowmick*  
*Susanta Sarkar.*  
*Madan Gopal Saha.*  
*Braja Kundu.*  
*Uma Kundu*

**SITE PLAN**

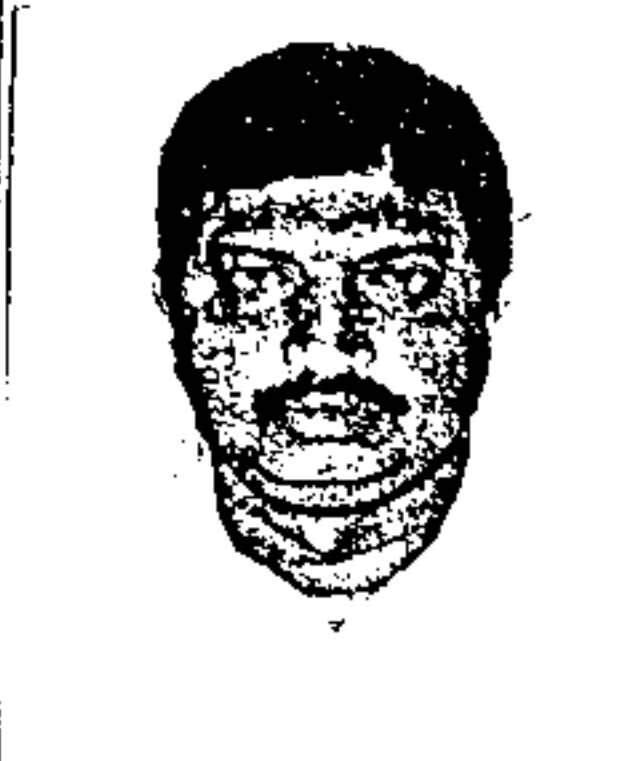



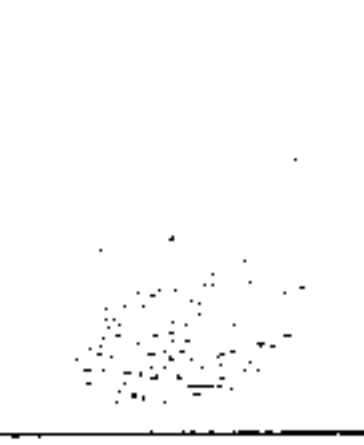

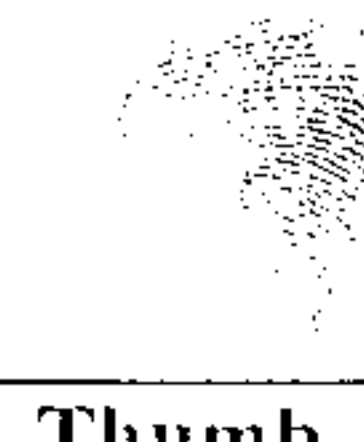
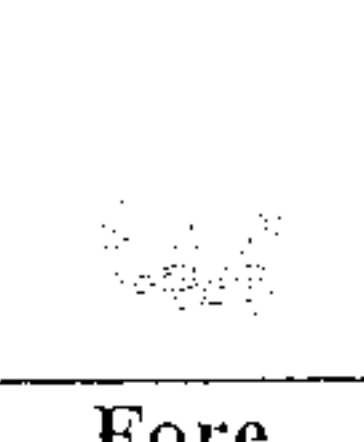


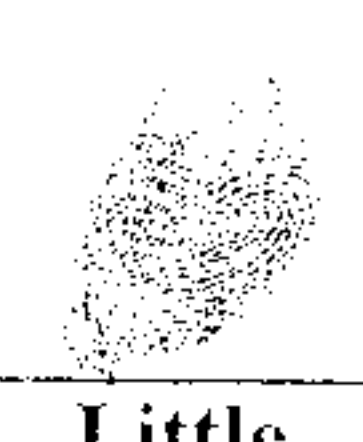

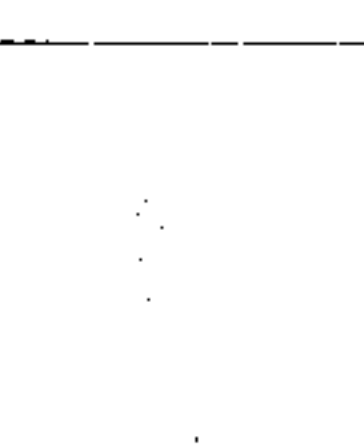
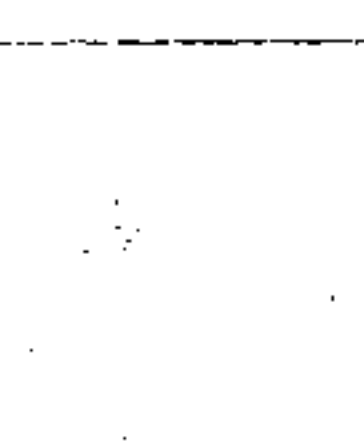


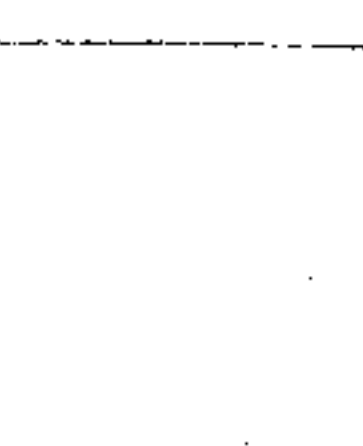
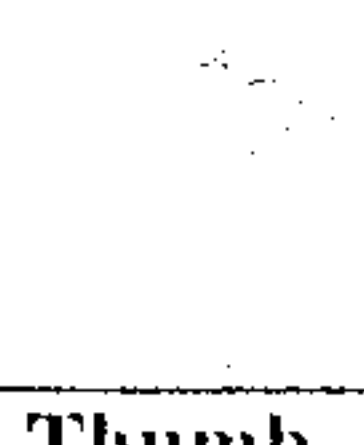

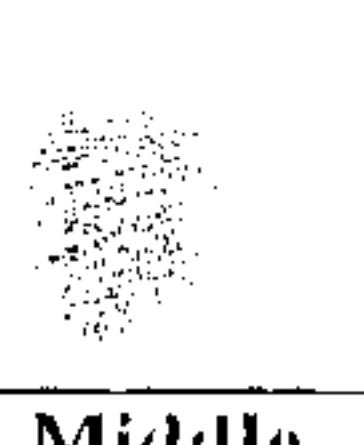
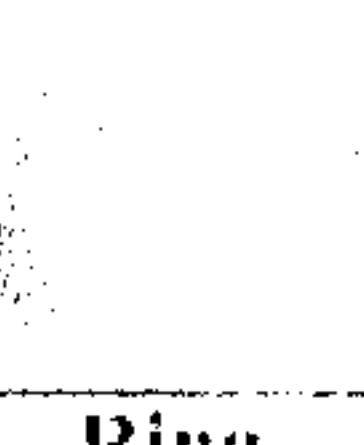
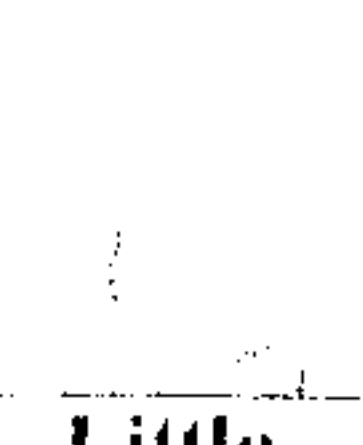

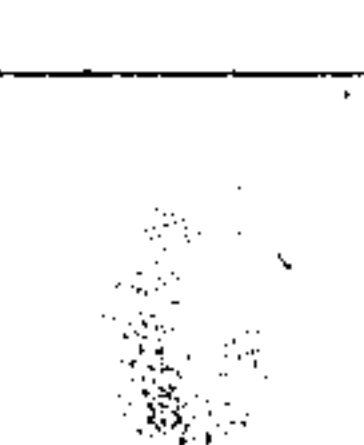

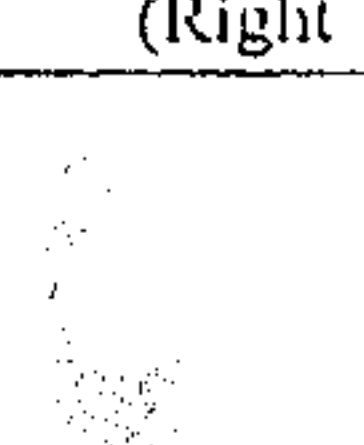
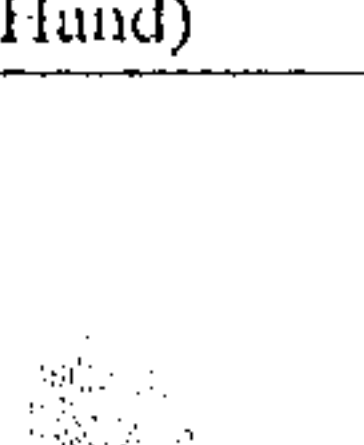
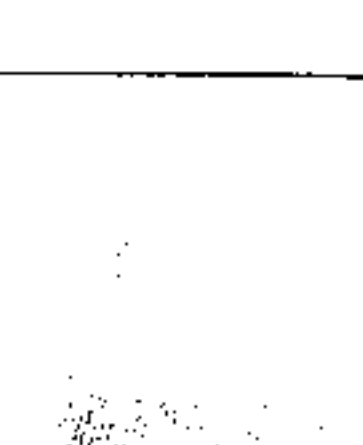
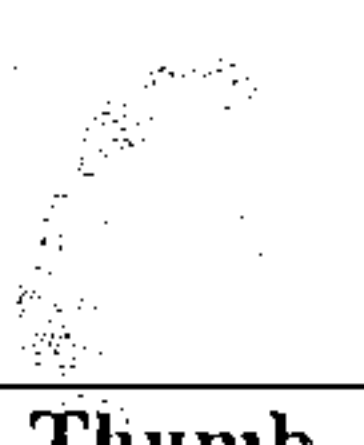
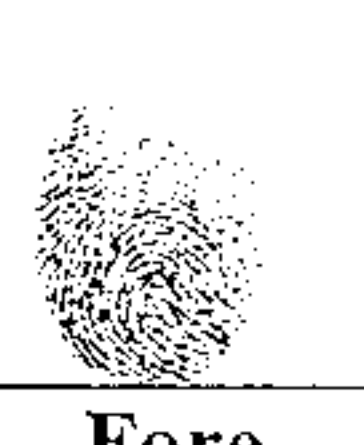


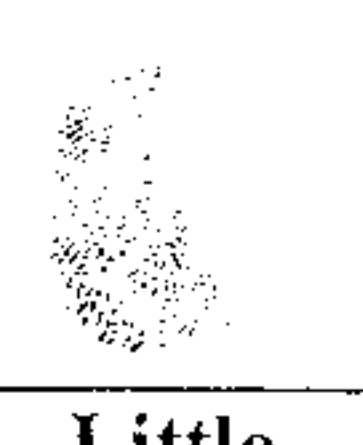

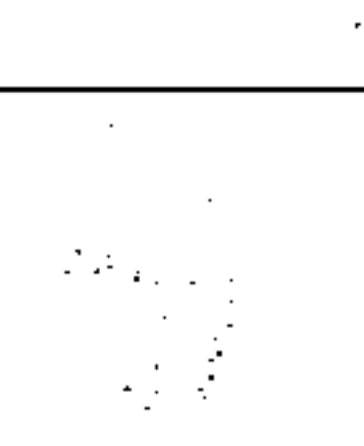

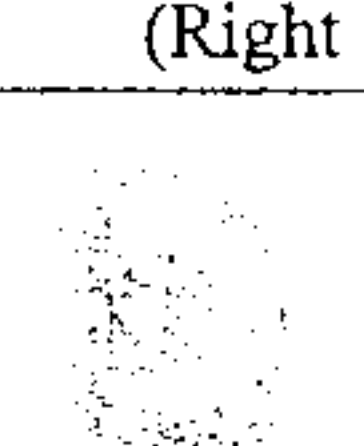
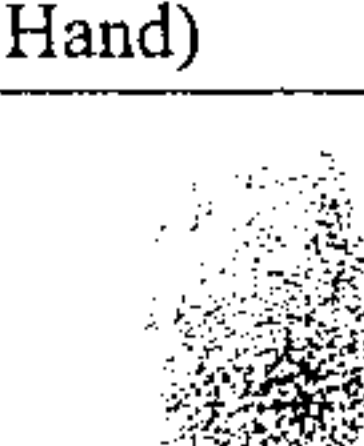
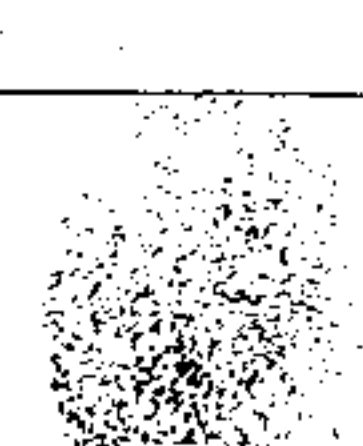

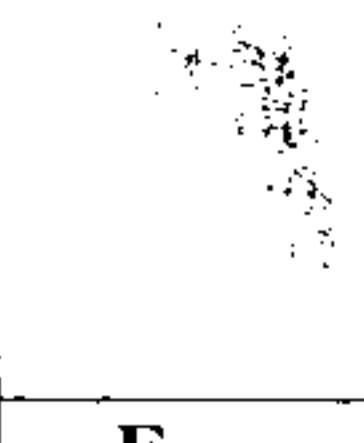
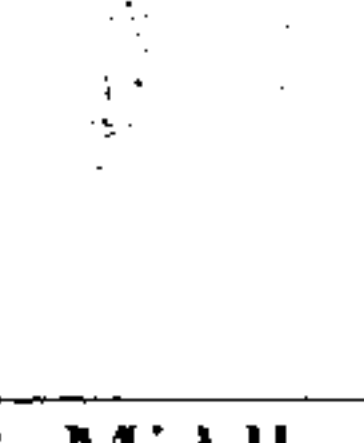
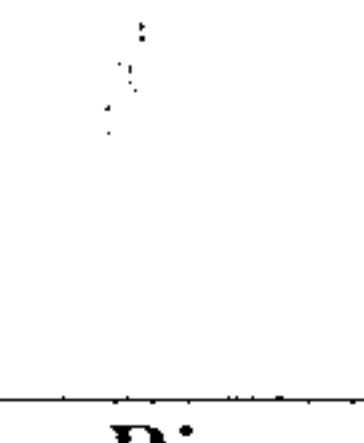

SCALE :- 1" = 16'-0"

SIG. OF VENDOR



UNRECORDED PRINTS

# FORM FOR TEN FINGERPRINTS

1						
	<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>	
<i>Madem Gopal Sahu</i>						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
2						
	<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>	
<i>Sasanta Larkar</i>						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
3						
	<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>	
<i>Braja Kunder</i>						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
4						
	<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>	
<i>Tarak Nath Shaw</i>						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>

✓

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**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.
03.05.2007	4,12,500/-	130201	Centurion Bank of Punjab Limited, 1, Old Court Road, Kolkata - 1	SUSANTA SARKAR
03.05.2007	4,12,500/-	130151	-do-	SUSANTA SARKAR
03.05.2007	2,75,000/-	149301	-do-	SUSANTA SARKAR
03.05.2007	1,37,500/-	149302	-do-	BRAJA KUNDU
03.05.2007	4,12,500/-	130251	-do-	BRAJA KUNDU
03.05.2007	4,12,500/-	130051	-do-	BRAJA KUNDU
03.05.2007	1,37,500/-	130001	-do-	BRAJA KUNDU
03.05.2007	2,75,000/-	130002	-do-	MADAN GOPAL SAHA
03.05.2007	4,12,500/-	149451	-do-	MADAN GOPAL SAHA
03.05.2007	4,12,500/-	130101	-do-	MADAN GOPAL SAHA
03.05.2007	4,12,500/-	265351	Corporation Bank, Baguihati Branch	TARAK NATH SHAW
03.05.2007	4,12,500/-	265301	-do-	TARAK NATH SHAW
03.05.2007	2,75,000/-	265401	-do-	TARAK NATH SHAW
05.05.2007	1,37,500/-	130551	Centurion Bank of Punjab Limited, 1, Old Court Road, Kolkata - 1	SOUMEN BHOWMICK
05.05.2007	4,12,500/-	130401	-do-	SOUMEN BHOWMICK
03.05.2007	4,12,500/-	265251	Corporation Bank, Baguihati Branch	SOUMEN BHOWMICK
03.05.2007	1,37,500/-	265402	-do-	SOUMEN BHOWMICK
05.05.2007	2,75,000/-	130552	Centurion Bank of Punjab Limited, 1, Old Court Road, Kolkata - 1	LOKENATH DEVELOPER
05.05.2007	4,12,500/-	130501	-do-	LOKENATH DEVELOPER
05.05.2007	4,12,500/-	130451	-do-	LOKENATH DEVELOPER
05.05.2007	5,00,000/-	148352	-do-	LOKENATH DEVELOPER
<b>Total:</b>	<b>71,00,000/-</b>	<b>Rupees Seventy One Lac only.</b>		

**Witnesses:**

Prasanta Manza  
10.

Sarkar

Susanta Sarkar

Braja Kundu

Madan Gopal Saha

Tarak Nath Shaw

Soumen Bhowmick

for M/s LOKENATH DEVELOPER

Nilima Sarkar  
Partner

for M/s LOKENATH DEVELOPER

Mun Mun Saha

Partner

VENDORS

for M/s LOKENATH DEVELOPER

Uma Kundu  
Partner