

Two Thousand Ten BETWEEN C. E. TESTING COMPAN PRIVATE LIMITED, 124A, N.S.C. Bose Road, Kolkata-700 092, formerly at P.O. - Dover Place, P.S. Ballygunge, Kolkata - 700 019, represented by its Director DR. MADHU SUDAN NAYAK, son of Sri Tara Sankar Nayak, Managing Director of 51/2, Moore Avenue, Kolkata-700 040, formerly at 334, N.S.C. Bose Road, Kolkata - 700 047, hereinafter referred to as the VENDOR (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its' heirs, legal representatives, executors, administrators, successors and assigns) of the FIRST PART AND (1) COMPANION TRADERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (2) COMPASS VINMAY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (3) BRIGHTEX MERCHAME**PRIVATE LIMITED**, a Company incorporated under the Companies Act,1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (4) CITILINE VYAPAR PRIVATE LIMITED, a company incorporated under the Companies act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (5) APURVA COMMO TRADE PRIVATE LIMITED, a company incorporated

under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (6) ANJANI MARKETING PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (7) AJANTA DEALERS LIMITED, a PRIVATE Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (8) KUSUM AGENTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (9) LAXMI TRADECON PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (10) MILESTON DISTRIBUTORS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (11) NEPTUNE DEALERS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (12) NUTSHELL MARKETING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (13) ORACLE COMMERCE PRIVATE .-

LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (14) PURBASHA MERCHA, PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (15) GEN-TEX COMMERCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (16) JETAGE VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (17) SYMPHONY COMMODITIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (18) SOLDEX VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001 (19) FRONTRADE VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (20) GOODWIN SALES AGENCY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at-Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (21)

Company VINMAY PRIVATE LIMITED, a GOODWILL incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-SALPS 700001, (22) FINETRADE AGENCIES PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (23) GENTEX TRADING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (24) INTEGRAL VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (25) DIGNITY TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (26) GAINWELL SUPPLIERS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (27) ULEKH SALES AGENCY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, purchasers Nos. 1 to 27 represented by their Common Director NANI GOPAL DAS, son of Late Madan Mohan Das, working for gain at 18, Rabindra Sarani, Kolkata-

700017, (28) S.N. TOWERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700017, (29) NATURAL TOWERS PRIVATE LIMITED, а Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (30) LORD SINHA DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700017, duly represented by its' Director MUKESH SHARMA, son of Sri M. K. Sharma working for gain at 9A, Lord Sinha Road, Kolkata-700017, hereinafter collectively referred to as the PURCHASERS (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors or successors-in-interest and assigns) of the SECOND PART AND GREEN HIGH DEVELOPERS PVT. LTD., a Company incorporated under the Companies Act, 1956 having its registered office at 29, Rajdanga East Main Road, Rash Behari Connector, Kolkata - 700 107, represented by its Director SRI GAUTAM SAHA, son of Late Santosh Saha AND SRI GAUTAM SAHA, son of Late Santosh Saha, working for gain at 29, Rajdanga East Main Road, Rash Behari Connector, Kolkata - 700 107, hereinafter collectively referred to as the CONFIRMING PARTY (which term or expression shall unless

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repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and assigns) of the **THIRD PART**.

WHEREAS :

- A. One Satish Chandra Paramanik was the sole and absolute Owner and possessed to All That piece and parcel of land measuring more or less 9.92 Acres out of 39.32 Acres and situated at Mouza – Madurdaha, comprising C. S. Dag No. 448, R. S. Dag No.455 appertaining C. S. Khatian No. 133, R. S. Khatian No. 189 to the Collector of 24 Parganas under Collectorate's, Touzi No. 2998, Re. Sa No. 212, J.L. No. 12, within Police Station formerly Tollygunge at present Kasba now within municipal limit of the Kolkata Municipal Corporation (Jadavpur Unit) under Ward No. 108 in the District of 24 Parganas. (hereinafter referred to as the said landed Property).
- B. The said Satish Chandra Paramanik died intestate leaving behind him surviving his widow namely Ekadashi Dasi and two daughters namely Bechubala Dasi (Paramanik) and Monmohini Dasi (Pramanik) as his only legal heirs and successors and in accordance with the Hindu Succession Act, 1956, the said Ekadashi Dasi, Bechubala Dasi and

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Monmohini Dasi jointly succeeded and inherited the said landed property inter alia and became the sole and absolute Owners by the said deceased Satish Chandra Paramanik and enjoyed the said property in ejmali rights thereto free from all encumbrances.

- By a Deed of Conveyance dated 25.01.1962 and made C. between Ekadashi Devi, Bechubala Dasi and Monmohini Dasi therein collectively referred to as the Vendors of the One Part and Durga Pratima Bhattacharyya therein referred to as the Purchaser of the Other Part and registered at the office of the Sub Registrar at Alipore in Book No. I, Volume No. 2, Pages 267 to 273, being No. 587 for the year 1962 the Vendors therein for the Consideration and on the terms and condition as mentioned therein duly sold and conveyed to the Purchaser therein All That the piece and parcel of land measuring about 10 Bighas more or less, all situated at R.S. Dag No. 455, C.S. Dag No. 448, C.S. Khatian No. 133, R.S. Khatian No. 189, Touzi No. 2998, J.L. No. 12, Re. Sa 212 of the said Mouza Madurdaha, District 24 Parganas (South).
- D. By a Deed of Conveyance dated 4.11.1972 and made between Durga Pratima Bhattacharyya therein referred to

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as the Vendor of the One Part and Nagendra Nath Shastri therein referred to as the Purchaser of the Other Part and registered at the office of Sub – Registrar of Alipore in Book No. I, Volume No. 83, Pages 292 to 295, Being No. 4374 for the year 1972, the Vendor therein for the Consideration and on the terms and condition as mentioned therein duly sold and conveyed to the Purchaser therein All That the piece and parcel of land measuring about 9 Bighas 7 Cottahs out of 10 Bighas, all situated C.S. Khatian No. 133, R.S. Khatian No. 189, C.S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, J.L. No. 12, Re. Sa 212, Mouza Madurdaha, District 24 Parganas (South).

E. By a Deed of Gift and made between Nagendra Nath Shastri therein referred to as the Donor of the One Part and Amiya Bala Devi therein referred to as the Donee of the Other Part, the Donor therein duly gifted to the Donee therein All That the piece and parcel of land measuring about 4 Cottahs out of 9 Bighaa 7 Cottahs, all situated at C.S. Khatian No. 133, R.S. Khatian No. 189, C. S. Dag No. 448, R. S. Dag No. 455, Touzi No. 2998, J.L. No. 12, Re. Sa. 212, Mouza – Madurdaha, District 24 Parganas (South) also under the limit of Kolkata Municipal Corporation.

- F. The said Nagendra Nath Shastri after made the said Gift Deed remain the lawful owner of land measuring 9 Bighas 3 Cottahs and divided the said land into "A", "B", "C", "D" and "E" Block for sale.
- G. By a Deed of Conveyance dated 22.04.1980 and made between Nagendra Nath Sastri therein referred to as the Vendor of the One Part and Smt. Sandhya Das and Sri Haran Chandra Das therein collectively referred to as the Purchasers of the Other Part and registered at the office of District Registrar at Alipore and recorded as Deed No. 2995 for the year 1980, the Vendor therein for the Consideration and on the terms mentioned therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land demarcated as Block "B" measuring about 2 Bighas in C.S. Khatian No.133, R.S. Khatian No. 189, appertaining to C.S. Dag No. 448 comprising of R.S. Dag No. 455, Mouza-Madurdaha, J.L. No. 12, Resa 212, Touzi No. 2998, P.S. Kasba, District-24-Parganas.
- H. One Haran Chandra Darik alias Das was making cultivation in the said land. By a registered Deed of Sale the said Sri Haran Chandra Darik alias Das duly sold and

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conveyed his right of cultivation on a portion of the said land to the said Smt. Sandhya Das and Sri Haran Chandra Das for the Consideration mentioned therein. The said Deed was duly registered dated 29.02.1980 at the office of the Additional District Sub - Registrar at Alipore in Book No. I, Being No. 1391 for the year 1980.

- I. In the said land Sudhir Malik, Bishtu Halder and Nirmal Halder are also making cultivation in about one third area. The said Sudhir Malik, Bishtu Halder and Nirmal Halder by a registered Deed of Sale duly sold their respective right of cultivation on the said portion of land to the said Smt. Sandhya Das and Haran Chandra Das. The said Deed was duly registered at the office of the District - Registration Office, Alipore in Book No. I, being No. 5760 for the year 1980.
- J. One Purna Chandra Darik alias Das was also making cultivation in a portion of the said land. By a registered Deed of Sale the said Purna Chandra Darik alias Das duly sold transferred and conveyed his cultivation right to and in favour of Smt. Sandhya Das and Haran Chandra Das for the Consideration mention therein. The said Deed of Sale was duly registered at the office of Additional District Sub –

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Registrar at Alipore in Book No. I, being No. 5894 for the year 1980.

- K. Thus Sandhya Das and Haran Chandra Das hereinafter became the absolute Owners of all the said land measuring about 2 Bighas. The said Sandhya Das and Haran Chandra Das remaining lawful owners of land measuring 2 Bighas divided the said land into small plots and declared for absolute sale of those plots.
- L. By a Deed of Conveyance dated 15.03.1983 made by and between Smt. Sandhya Das and Shri Haran Chandra Das, therein referred to as the Vendors of the One Part and Smt. Bhakti Dutta, wife of Sri Arun Kumar Dutta, therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub - Registrar, at Alipore in Book No. I, Being No. 3747 for the year 1983, the Vendors therein for the Consideration and on the terms and conditions as mentioned therein duly sold and conveyed to the Purchaser therein ALL THAT piece and parcel of land measuring about 2 Cottahs 13 Chittacks 30 sq.ft. all situated at Plot No. 8, R.S. Dag No. 455, Touzi No. 2998, J. L. No. 12, Resa 212, Mouza-Madurdah, P.S.-

Jadavpur (Kasba), District – 24-Parganas (S) also under the limit of Kolkata Municipal Corporation.

- By a Deed of Conveyance dated 15.03.1983 made by and Μ. between Smt. Sandhya Das and Shri Haran Chandra Das therein referred to as the Vendors of the One Part and Sri Pinaki Ranjan Dutta, son of Surendra Nath Dutta therein referred to as the purchaser of the Other Part and registered at the office of the District Sub-Registry Office at Alipore in Book No. 1, Being Deed No. 3748 for the year 1983, the Vendors therein for the consideration and on the terms and conditions as mentioned therein duly sold and conveyed to the Purchaser there ALL THAT piece and parcel of land measuring about 2 Cottahs 13 Chittacks 30 sq.ft. all situated at Plot No. 7, C. S. Khatian No. 133, R.S. Khatian No. 189, C. S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, J. L. No. 12, Resa No. 212, Mouza-Madurdaha, P. S. - Jadavpur (Kasba), District - 24-Parganas (South) also made the limit of Kolkata Municipal Corporation.
- N. The said Bhakti Dutta and Pinaki Ranjan Dutta while in absolute possession of the property erected a tile shed structure on the said Plot No. 7 and 8 and declared for

absolute sale of the land measuring 5 Cottahs 11 Chittacks 15 sq.ft..

- 0. By a Deed of Conveyance dated 08.05.1991 made by and between Bhakti Dutta, wife of Shri Arun Kumar Dutta and Sri Pinaki Ranjan Dutta, son of Sri Surendra Nath Dutta therein collectively referred to as the Vendors of the One Part and C. E. Testing Company Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar of Alipore in Book No. I, Volume No. 80, Pages 343 to 353, Being No. 6910 for the year 1991, the Vendors therein for the consideration and on the terms and conditions as mentioned therein sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 5 Cottahs 11 Chittacks 15 sq.ft. all situated at Plot No. 7 and 8, C.S. Khatian No. 133, P.S. Khatian No. 189, C. S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, J.L. No. 12, Resa 212, Mouza - Madurdaha, P.S. - Kasba, District-24-Parganas (S) also under the limit of Kolkata Municipal Corporation.
- P. Thus the present Vendor alone hereinafter became the absolute Owner of ALL THAT the said property within Mouza-MADURDAH (Madurdaha) morefully described in

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- P. Thus the present Vendor alone hereinafter became the absolute Owner of ALL THAT the said Mouza – MADURDAH (Madurdaha) morefully described in the First Schedule hereunder written and hereinafter referred to as the said Premises.
- Q. The Vendors agreed to sell and the Purchasers agreed to purchase ALL THAT piece and parcel of land measuring about 5 Cottahs 11 Chittaks 15 Sq. Ft. be the same a little more or less together with the structure thereon morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said premises.
- R. At or before the execution of these presents, the Vendor herein has represented, assured and undertaken to the Purchasers and given warranties and indemnities as follows:-
 - That the Vendor herein are absolute lawful owner of the said premises and appurtenant thereto, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions etc. but the

Scheduled land and structure are occupied and encumbered by Tenant, requisitions, acquisitions and alignments etc. whatsoever.

- (ii) That the Vendor herein has a clear marketable title in respect of the said premises and appurtenant thereto and is in khas possession of the premises without any claim or demand, interruption, disturbance or hindrance of any nature whatsoever.
- (iii) That the Vendor herein is the only owner of the said premises and no one else has any right, title, interest, claim and/or demand in respect of the said premises or any part or portion thereof.
- (iv) That the Vendor herein has not deposited, pledged, given as a security, collateral or otherwise with any bank, financial institution, or any person or persons firm or company any of the original title deeds in respect of the said premises with an intention to create equitable mortgage or as security for payment of any money or performance of any act or otherwise.

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either by the Government of West Bengal, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Kolkata Municipal Corporation or Government of India or any other authority or authorities appointed in this regard by the Central and State Governments and the Vendor neither has any knowledge nor has received any notice about the same.

- (vi) The Vendor will render cooperation in getting mutation in the record of Kolkata Municipal Corporation.
- (vii) That the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceedings pending against the Vendor or any of them for realization of

the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Recovery Act or any other Act for the time being in force.

- (viii) That there is no legal bar or impediment on the part of the Vendor to grant, sell, convey, transfer, assign and assure the premises.
- (ix) That the Vendor herein being the owner of the said premises neither had or has sold nor had entered into any Agreement for Sale and/or Memorandum of Undertaking, nor executed any Memorandum of Deposit of Title Deeds, nor deposited the title deeds nor created any third party right in respect of any part or portion of the said premises by way of lease and/or agreement to lease and/or agreement for tenancy and/or any agreement for sale and/or any other agreement and/or arrangement by which any third party's right and/or rights of possession or otherwise, is created and/or is intended to be created in favour of any third party and was and still is in khas possession of the said premises.

(x) That no suit and/or litigation is presently pending and/or instituted by any person and/or persons claiming any right over and in respect of the said premises of any part or portion thereof.

(xi) That the Vendor herein shall be wholly responsible and liable for all the costs, charges, expenses and consequences arising out of any misrepresentation on the part of the Vendor relating to title of the property and/or in case if any defect is found in the title of the Vendor herein, in respect of the said premises, or any part and/or portion thereof and the Vendor herein shall remain responsible for the same, for all times hereafter and further indemnify and keep the purchasers saved, harmless and indemnified against all suits, actions, claims, demands and proceedings.

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The Vendor will mandover all the original documents of title the corporate tax bills, rents bills and all other documents electricity bills relating to the said premises.

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Relying on the aforesaid assurances, representation, undertakings and warranties of the Vendor herein and believing the same to be true and correct and acting on the faith thereof, the purchasers, herein has agreed to purchase and acquire the said premises, as morefully described in the First Schedule hereunder written and on the terms and conditions as mentioned herein.

T. It is expressly clarified, understood and confirmed that it is only on the basis of the aforesaid assurances, representations, undertakings, warranties and indemnities of the Vendor that the Purchasers herein agreed to purchase and acquire the said premises and would not have otherwise agreed to purchase the said premises nor would has agreed to pay the amount as hereinafter appearing, in the absence of any of such representations, undertakings, warranties, assurances and indemnities by the Vendor herein.

The Vendor has agreed to sell and the purchasers have agreed to purchase the said premises having an area of 5 Cottahs 11 Chittacks 15 Sq.ft., morefully described in the First Schedule hereunder written free from all charges, mortgages liens, lispendens, litigations at and

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for the consideration of Rs.40,00,000/- (Rupees Forty lacs) only and on the terms and conditions as will appear hereinafter.

 V. Notwithstanding anything contained in the above, the Confirming party having gone Through the documents and physically verifying the ground conditions and having been fully satisfied with the status of the property agreed to be a Confirming Party in this transaction and Confirming Party hereby fully indemnify C.E. Testing Co.
Pvt. Ltd. and its directors of any claim whatsoever related to this piece of land except relating to the titles.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and relying on the representation of the Vendor and believing the same as true and correct and in consideration of the sum of Rs.40,00,000/- (Rupees Forty lacs) only paid by the purchasers to the Vendor on or before the execution of these present (the receipt whereof the Vendor doth hereby admit and acknowledge and discharge and release the said land and every part thereof unto the purchasers) the vendor doth hereby sell, grant, convey, transferred by way of sale, assign and assure unto the purchasers and hereby release relinquish

and transfer all his right title interest in respect of or concerning ALL THAT the piece and parcel of land having an area of 5 Cottahs 11 Chittacks 15 sq.ft. together with structure thereon situated at Mouza-MADURDAH (Madurdaha), Kolkata-700099 more fully and particularly described in the First Schedule written hereunder (and hereinafter referred to as the said premises) free from all encumbrances, charges, liens and lispendens OR HOWSOEVER OTHERWISE the said land or any part thereof now are or in or hereto before were or was situated, butted, bounded, described or distinguished TOGETHER WITH all areas, privileges easements, appendages and appurtenances and other amenities whatsoever thereunto belonging or in anywise appertaining thereto to be held used or occupied therewith or known as part and parcel thereof and the reversion or reversions remainder or remainders yearly, monthly and other rents issues and profits thereof. AND ALL estate right title interest claim and demand whatsoever of the vendor unto upon or in respect of the said premises and every part thereof AND ALL DEEDS PATTAS WRITINGS AND documents and evidences of Title relating thereto or any part thereof which now are or may hereinafter be in the possession or custody of the vendor or any person or persons from whom the vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and all singular the premises hereby sold,

conveyed, transferred unto and to the use of the purchasers in free simple in possession free from all encumbrances, charges, mortgages, liens and lispendens whatsoever absolutely forever with the purchasers and the vendor doth hereby covenant and agree with the purchasers, that NOT WITHSTANDING any act deed or things done or committed or knowingly permitted or suffered to the contrary by the Vendor or any of his predecessors-in-title, the Vendor has good right full power and absolute authority to sell grant convey transfer assign and assure the said premises unto and to the purchasers in the manner aforesaid AND THAT the purchasers shall hold the said premises free and clear and freely and clearly and absolutely acquitted and forever released and discharged by the Vendor and well and sufficiently save, defended kept harmless and indemnified of from and against all matter and other estate, right, title, interest, encumbrances, charges, whatsoever made done, occasioned, suffered by the Vendor or any of his predecessor-in-title from any person or persons equitably or lawfully claiming through under or in trust for the Vendor AND FURTHER THAT the Vendor and all persons equitably or lawfully claiming any estate or interest in the said premises or any part thereof from under or in trust for the Vendor or from or under any of his predecessor-in-title, shall and will at all times hereafter at the request and cost of" the purchasers do and

execute or cause to be done and executed all such acts, deeds and things whatsoever for further and morefully and perfectly assuring the said premises and every part thereof unto and to the use of the purchasers as may be reasonably required and the Vendor doth hereby further covenant and assure the purchasers that no part of the said premises is vested with Government or any semi Government authority AND the Vendor has good right, full power and absolute authority to sell the same in the manner aforesaid and FURTHER THAT the Vendor shall and will hand over all documents and relating papers to the purchasers AND WHEREAS on execution of this indenture the Vendor is released from all liabilities relating to the taxes of whatsoever in relation to the FIRST SCHEDULE property referred hereunder AND WHEREAS the purchasers shall have every right to construct building and also having full authority to transfer, right, title, interest in the said premises.

The Vendor doth hereby nominate, constitute and appoint in its name and in its place the purchasers herein to act through their authorized representative to do all matters, acts deeds and things in connection with and in relation to the said premises only for that purpose to sign, execute, registered all the papers, documents, deeds, affidavits, vokalatnama, petition, declaration

etc and to appear and represent us to the various persons and statutory authorities including Court of Law. However the Vendor will not be held responsible for any act of the Attorney done by virtue of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT structure tiles roof having 100 Sq.ft. tin shed together with piece and parcel being demarcated as Plot No. 7 and 8, having an area of 5 Cottahs 11 Chittacks 15 sq.ft. including the open land being part of Mouza-MADURDAH (Madurdaha), Kolkata - 700 099, within Ward No. 108 of Kolkata Municipal Corporation, District 24 Parganas (South), previously P.S. Kasba now P.S. - Tiljala, Touzi No. 2998, R.S. No. 212, J.L. No. 12, Mouza - MADURDAH (Madurdaha), C.S. Khatian No. 133, R.S. Khatian No. 189, C.S. Dag No. 448, R.S. Dag No. 455 morefully and particularly shown in the map or plan borders in RED INK.

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IN WITNESS WHEREOF the parties hereto set and subscribed their hands and seals on the day month and year first above written.

SIGNED SEALED AND

DELIVERED by the VENDOR at

Kolkata in the presence of :

Saudhan Kr. Gramanick 29, South Purbachal Hospital 22, Kol. F8.



C E. TESTING CO. PVT. LTD. DITROT

SIGNED	SEALED	AND

DELIVERED by the

PURCHASERS at Kolkata in the

presence of :

Sadhan K. Normanish

 COMPANION TRADERS PRIVATE LIMITED
COMPASS VINMAY PRIVATE LIMITED
BRIGHTEX PRIVATE LIMITED (4) CITILINE VYAPARPRIVATE LIMITED (5) APURVA COMMO TRADE PRIVATE LIMITED (6) ANJANI MARKETING PRIVATE LIMITED (7) AJANTA DEALERS PRIVATE LIMITED (8) KUSUM AGENTS PRIVATE LIMITED (9) LAXMI TRADECON PRIVATE LIMITED (10) MILESTON DISTRIBUTORS PRIVATE LIMITED (11) NEPTUNE DEALERS PRIVATE LIMITED (12) NUTSHELL MARKETING PRIVATE LIMITED (13) ORABLE COMMERCE PRIVATE LIMITED (14) PURBASMAMERCHA PRIVATE LIMITED (15) GENETEX COMMERCE PRIVATE LIMITED (16) JETAGE VINIMAY PRIVATE LIMITED (17) SUMPHONY COMMODITIES PRIVATE LIMITED (18) SOUDEX VINAMAY PRIVATE LIMITED

(19) FRONTRADEVINIMAY PRIVATE LIMITED (20) GOODWIN SALES AGENCY PRIVATE LIMITED (21) GOODWILL VINMAY PRIVATE LIMITED (22) FINETRADE AGENCKSPRIVATE LIMITED (23) GENTEX TRADING PRIVATE LIMITED (24) INTEGRAL VINIMAY PRIVATE LIMITED (25) DIGNITY TRADERS PRIVATE LIMITED (26) GAINWELL SUPPLIERS PRIVATE LIMITED (27) ULEKH SALES AGENCY PRIVATE LIMITED

Nami Stal De NANI GOPAL DAS, DIRECTOR.

OF PURCHASERS Nos. 1 to 27

(28) S. N. TOWERS PRIVATE LIMITED (29) NATURAL TOWERS PRIVATE LIMITED (30) LORD SINHA DEVELOPERS PRIVATE LIMITED Munere Sharma

MUKESH SHARMA, DIRECTOR

OF PURCHASERS Nos. 28 to 30

SIGNED	SEALED	AND	
DELIVERED	by	the	
CONFIRMING	F PARTY	at	

Kolkata in the presence of :

Kalyan Nor. Banu Adir. Alipore Fudges' court Nor. 27

GREEN HIGH DEVELOPERS PVT. LTD.

Authorised Signatory of

SRI GAUTAM SAHA

CONFIRMING PARTY

Drafted by :

Awani Kumar Roy Advocate WB/1927/1978

(SRI GAUTAM SAHA)

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers, the within mentioned sum of Rs.40,00,000/- (Rupees Forty lacs) only as full and final consideration money as per memo below:

Rs.40,00,000/-

Paid by various Pay Orders of Andhra Bank (770) Chowringhee, Kolkata – 700 071 1) Pay Order No.250977 2) Pay Order No.250978 3) Pay Order No.250979

Rs. 13,40,000/-Rs. 13,30,000/-Rs. 13,30,000/-

Rs.40,00,000/-

(Rupees Forty lacs) only.

WITNESSES : 1. Kalyan Kr. B

2. Sadhan Kr. Pama



SITE PLAN FOR MADURDAHA LAND. AREA OF LAND. 10 BIGHA OR 200 KATHAS. MOUZA - MADUR DAHA -DAG NO - 455 & 457, KHATIAN NO -187 2 189, RS. NO-12, K.M.C. WARD ND-108, KOLKATA-700029, P.S.-TILJALA.

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PURABIKA GHOS P-32	N. T.	AMITAVA CHAKRNVORTY	DR. RATNA MUKHERJEE	SARBANI RAHA
S.K. DUTTA P-34	ARJUN MONDAL	P-F/2-	P- F/1	P-33
P-F/3B	DIPIKA DAS	LAL GUR	PRATIMA SEN P-29	ANINDITA PAL
P-3 P-34	UTPAL	1-2-5	P-28	
TAPATI BHATTA CHARJEE P-36	SUBHASREE DAS P-31	DAPTARI P-27	DIPTI SEN P-20	ARJUN BISWAS P-22
MANICK RATAN DATTA P-37	ANURADHA DATTA P-31A	SAILEN CH. SARKAR	BIDHAN CHOWDHURY P-14	NIROJ NANDA SEN P-21
MANLER RATAN DATTA	LALIT MOHAN	P-23		
P-38	P-26	RUPA NANDI P-24	RITA	KOLEY
MANICE RATAN DATTA	GHOSH	1	P-15	P-14#
P-39 MANICK	P-25 PRITHWISH	DAS BAKSHI	DEB	DALLY DATTA
RATAN DATTA P-4	RAY P-18	P-19	P-12	P-13
MANICK RATAN DATTA P-41	RINA RAY P-17	JHARNA BAKSHI P-16	SUKTI SUBHRA PRAPHAN P- DA	BASU
BIJWAJIT MUKHERJEE P-42	BHANTI MITRA P-10	TRIPTI BANERJEE P-11	MINA ROX	P-98 MINA ROY
PRADIP BASU	C.E TESTING	C.E. TESTING	8*	٩
Р-43 р.	P-7	P-8	- REBA	MAJIMA
JAYANTA DEY P-44	DIPANKAR DASGUPTA P-4	SUBODE GHOSH P-5	LIHIRI P-G	P-6A
GAUTAM Roy CHOWDHURY	SUBHAS HALDER	RANA- DATTA .	PEBRUP MAJUMDER	ASOK KR. RAY
P-45	P-3			

583 FT.



Endorsement For Deed Number : I - 03785 of 2010

(Serial No. 04397 of 2010)

On

Payment of Fees:

On 08/12/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules, 1962)

Presented for registration at 18.00 hrs on :08/12/2010, at the Private residence by Nani Gopal Das , one of the Claimants.

Admission of Execution(Under Section 58,W.B.Registration Rules, 1962)

Execution is admitted on 08/12/2010 by

- Dr Madhu Sudan Nayak Director, C. E. Testing Company Pvt. Ltd, 124 A, N. S. C Bose Rd, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700092.
 By Profession : Business
- 2. Gautam Saha

Director, Green High Developers Pvt. Ltd, 29, Rajdanga East Main Rd, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700107 . , By Profession : Business

(Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 1 of 5

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Endorsement For Deed Number : I - 03785 of 2010 (Serial No. 04397 of 2010)

 Nani Gopal Das Director, Companien Traders Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-70001.

Director, Compass Vinmay Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Brightex Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .

Director, Citiline Vyapar Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin :-700001.

Director, Apurva Commo Trade Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Anjani Marketing Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Ajanta Dealers Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Kusum Agents Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin :-700001.

Director, Laxmi Tradecon Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Mileston Distributors Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Neptune Dealers Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001

Director, Nutshell Marketing Pvt. Ltd. 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001

Director, Oracle Commerce Pvt Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Purbasa Mercha Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001 .

Director, Genetex Commerce Pvt. Ltd, 18, Rabindra Sarani, District.-South 24-Parganas, WEST

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(Ajay Rumar Mukherjee)

ADDITIONAL DISTRICT SUB-REGISTRAR

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Endorsement For Deed Number : I - 03785 of 2010

(Serial No. 04397 of 2010)

BENGAL, India, P.O. :- Pin :-700001 .

Director, Jetage Vinimay Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Shmphony Commodities Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Soldex Vinamay Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Frontrad Vinimay Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Goodwin Sales Agency Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Goodwill Vinmay Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Finetrade Agency Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Gentex Tradeing Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Integral Vinimay Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Dignity Traders Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001

Director, Gainwell Suppliers Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001

Director, Ulekh Sales Agency Pvt. Ltd, 18, Rabindra Sarani, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700001. , By Profession : Business

(Ajay Kumar Mukherjee

ADDITIONAL DISTRICT SUB-REGISTRAR

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Endorsement For Deed Number : I - 03785 of 2010

(Serial No. 04397 of 2010)

 Mukesh Sharma Director, S. N. Powers Pvt. Ltd, 9a, Lord Sinha Rd, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700017.

Director, Natural Towers Pvt. Ltd, 9a, Lord Sinha Rd, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017.

Director, Lord Sinha Dev. Pvt. Ltd, 9a, Lord Sinha Rd, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700017.

, By Profession : Business

Identified By Satyanarayan Indra, son of Lt Nakuleswar Indra, 10/56a, Netaji Nagar, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700092, By Caste: Hindu, By Profession: Service.

(Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR

On 09/12/2010

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-4154271/-

Certified that the required stamp duty of this document is Rs.- 290799 /- and the Stamp duty paid as: Impresive Rs.- 100/-

> (Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR

On 31/12/2010

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 45694/-, on 31/12/2010

(Under Article : A(1) = 45694/- on 31/12/2010)

Deficit stamp duty

Deficit stamp duty Rs. 290799/- is paid, by the draft number 022330, Draft Date 01/12/2010, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 31/12/2010

> (Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 4 of 5

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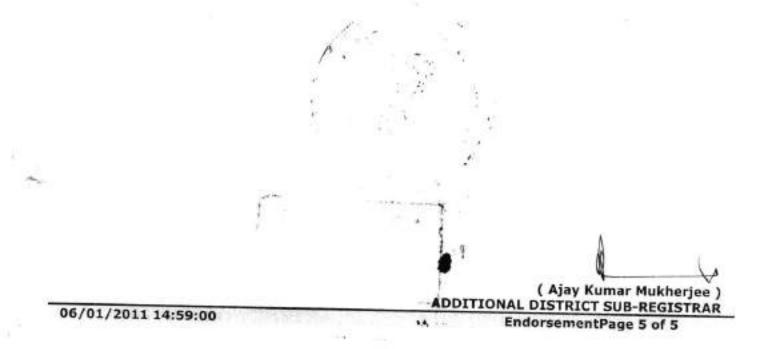
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Government Of West Bengal Office Of the A. D. S. R. SEALDAH District:-South 24-Parganas

Endorsement For Deed Number : I - 03785 of 2010

(Serial No. 04397 of 2010)

(Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

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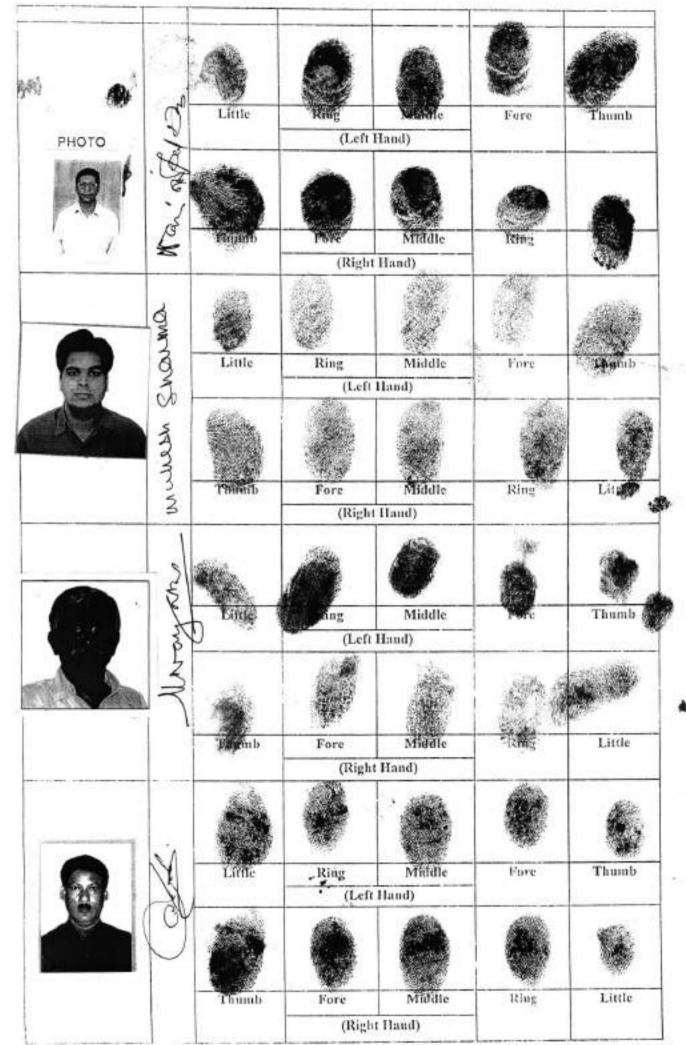
Registered in Book - I CD Volume number 8 Page from 4427 to 4466 being No 03785 for the year 2010.

2



(Ajay Kumar Mukherjee) 06-January-2011 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. SEALDAH West Bengal

SPECIMEN FORM FOR TEN FINGERPRINTS



DATED THIS 84 DAY OF December . 2010

BETWEEN

C. E. TESTING COMPANY PRIVATE

VENDOR

AND

COMPANIEN TRADERS PRIVATE LIMITED & ORS. PURCHASERS

AND

GREEN HIGH DEVELOPERS PVT. LTD.

CONFIRMING PARTY

DEED OF CONVEYANCE

MR. AWANI KUMAR ROY

Advocate, 10, Kiran Shankar Roy Road, <u>Kolkata - 700001</u>.