

(3)

50

(7)

24
20

(3)

08529

T-444/10



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 126996

2010
(20/12/10)

R.S. Dag-1381
&
R.S. Dag-1384

1/2	250.00
1/2	300.00
<hr/>	
2	550.00

20/12/10
 2010
 21 DEC 2010

20/12/10

L.R. Dag-1625
&
L.R. Dag-1628

THIS INDENTURE made this 20th day of December 2010
 BETWEEN MRS. SUBHADRA DE, wife of Mr. Subhrononi De, residing at D-122,
 Saptaparni, 58/3A, Ballygunge Circular Road, Kolkata - 700 019, having Income Tax
 PAN No. ADOPD5698N, hereinafter referred to as the "VENDOR" (which expression

Deed No.
Page missing.





7.5

15 DEC 2010

Radhika Singh
H.No. 57, ...

15 VENUE
HIGH COURT, ...

Sh. Gupta
... ..



Sh. Gupta
... ..
27/11

- AGNI DEALCOM PVT. LTD.
- AKDARTA MERCHANDISE PVT. LTD.
- FLAME SALES PVT. LTD.
- INNOVATIVE COMMODALS PVT. LTD.
- PASSION DEALERS PVT. LTD.
- YOUTH VINCOM PVT. LTD.
- TWIN STAR DEALCOM PVT. LTD.
- WINNERS COMMODEAL PVT. LTD.
- ZEAL DEALCOM PVT. LTD.
- HORNBILL TRADECOM PVT. LTD.
- KAMAKSHYA VINIMAY PVT. LTD.
- DECAGON DEALERS PVT. LTD.
- JUNIPER COMMO TRADE PVT. LTD.
- LIMELIGHT MERCHANDISE PVT. LTD.
- LEAGUE DISTRIBUTORS PVT. LTD.
- YOUTH VINCOM PVT. LTD.

Director / Authorized Signatory.





shall mean and include her successors-in-interest and/or assigns) of the FIRST PART;

(1) AGNI DEALCOM PRIVATE LIMITED, (2) COMMITMENT VINCOM PRIVATE LIMITED, (3) CONNECT DEALCOM PRIVATE LIMITED, (4) DECAGON DEALERS PRIVATE LIMITED, (5) EKDANTA MERCHANDISE PRIVATE LIMITED, (6) FLAME SALES PRIVATE LIMITED, (7) FOCUS DEALERS PRIVATE LIMITED, (8) GLADIOLUS MERCHANTS PRIVATE LIMITED, (9) HORNBILL TRADECOM PRIVATE LIMITED, (10) ICONIC SUPPLIERS PRIVATE LIMITED, (11) INNOVATIVE COMMOALES PRIVATE LIMITED, (12) JACKPOT TRADELINK PRIVATE LIMITED, (13) JALAPENO SALES PRIVATE LIMITED, (14) JUNIPER COMMOTRADE PRIVATE LIMITED, (15) KAMAKSHYA VINIMAY PRIVATE LIMITED, (16) KSHITIJ VINCOM PRIVATE LIMITED, (17) LEAGUE DISTRIBUTORS PRIVATE LIMITED, (18) LIMELIGHT MERCHANDISE PRIVATE LIMITED, (19) OMNI COMMODEAL PRIVATE LIMITED, (20) PASSION DEALERS PRIVATE LIMITED, (21) PENTAGON SUPPLIERS PRIVATE LIMITED, (22) QUEENBREE SALES PRIVATE LIMITED, (23) QUICK COMMOALES PRIVATE LIMITED, (24) SUCCESS COMMOALES PRIVATE LIMITED, (25) TWIN STAR DEALCOM PRIVATE LIMITED, (26) WINSOME COMMODEAL PRIVATE LIMITED, (27) YOUTH VINCOM PRIVATE LIMITED AND (28) ZEAL DEALCOM PRIVATE LIMITED, all being companies respectively incorporated under the Companies Act, 1956, each having its respective registered office at 4, Fairlie Place, Room No. 102, Kolkata - 700 001, and their respective Income Tax PAN Nos. being AAGCA7797K, AADCC8134B, AADCC8133G, AADCD2948L.



- PROJECT B... PVT. LTD.
- NEW COMMODITY PVT. LTD.
- INDUS DEALERS PVT. LTD.
- JALAPINO SALES PVT. LTD.
- SUCCESS COMMODITIES PVT. LTD.
- JACKPOT TRADING PVT. LTD.
- ICONIC SUPPLIERS PVT. LTD.
- PENTAGON SUPPLIERS PVT.
- CAPIOLUS MERCHANTS PVT. LTD.
- QUICK COMMODITIES PVT. LTD.
- COMMITMENT VINCOM PVT. LTD.
- QUEENBEE SALES PVT. LTD.

[Signature]
Director / Authorized Signatory.



27/9/15

[Signature]



27/10

Prize Creative Construction Pvt. Ltd.
[Signature]

Authorized Signatory

[Signature]

[Handwritten text]
Sankar Chatterjee
110/14, Canal
Calcutta



CHIEF EXECUTIVE OFFICER
MUMBAI
REGISTRATION NO. 150
MUMBAI
2015



AACCE2807N, AABCF4387M, AABCF4386L, AADCG6186B, AACCH3060L,
 AACCT1876K, AACCI2005G, AACCI2606E, AACCI2605H, AACCI2607E,
 AADCK8105E, AADCK8106H, AABCL6954G, AABCL6953B, AABCO2276L,
 AAFCP2662K, AAFCP2661L, AAACQ2080P, AAACQ2081N, AANCS6504P,
 AADCT3203G, AAACW9127B, AAACY4009Q and AAACZ3951G, each represented
 by its authorized signatory, MR. ALOKE GUPTA, son of Late Abani Mohan Gupta,
 collectively hereinafter referred to as the "PURCHASERS" (which expression shall
 mean and include each of their respective successors-in-interest and/or assigns) of the
SECOND PART; PRIME CREATIVE CONSTRUCTION PRIVATE LIMITED, a
 company incorporated under the Companies Act, 1956 and having its registered office at
 Ajit Sen Bhavan, 2nd floor, 13, Crooked Lane, Kolkata - 700 069, having Income Tax
 PAN No. AAACP5499F, represented by its director, MR. SIDDHARTHA RAY, son of
 Mr. Keshab Chandra Ray, residing at 101-J, Selimpur Road, Kolkata - 700 031,
 hereinafter referred to as the "FIRST CONFIRMING PARTY" (which expression shall
 mean and include its successors-in-interest and/or assigns) of the **THIRD PART AND**
MR. SIDDHARTHA RAY, son of Mr. Keshab Chandra Ray, residing at 101-J,
 Selimpur Road, Kolkata - 700 031, hereinafter referred to as the "SECOND
CONFIRMING PARTY" (which expression shall mean and include his successors-in-
 interest and/or assigns) of the **FOURTH PART**;

WHEREAS:

- A. One Haran Chandra Ghosh Chai was the full and absolute owner of firstly All
 That the piece and parcel of sali land admeasuring 24 decimals more or less,



comprising the entirety of R. S. Dag No. 1381, now L. R. Dag No. 1625, R. S. Khatian No. 122, subsequently comprised in R.S. Khatian No. 1245, Touzi No. 120, and now comprised in L. R. Khatian No. 4470, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), hereinafter referred to as the "First Plot", and more specifically described in PART-I of the SCHEDULE hereunder written and secondly of All That the piece and parcel of sals land admeasuring 26 decimals more or less, comprising the entirety of R. S. Dag No. 1384, now L. R. Dag No. 1628, R. S. Khatian No. 122, subsequently comprised in R.S. Khatian No. 1245, Touzi No. 120, and now comprised in L. R. Khatian No. 4470, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), hereinafter referred to as the "Second Plot", and more specifically described in PART-II of the SCHEDULE hereunder written.

- B. Upon the intestate death of the said Haran Chandn Ghosh Chal, both the First Plot and the Second Plot devolved upon his son, Bhushan Chandra Ghosh Chal, who thus became the full and absolute owner thereof.
- C. By a Bengali deed dated 27th July, 1959, registered with the Sub-Registrar, Baraipur in Book No. I, Volume No. 81, Pages 168 to 169, Being No. 7141 for the year 1959, the said Bhushan Chandra Ghosh Chal, in lieu of valuable consideration, sold and transferred the entirety of each of the First Plot and the Second Plot in favour of Bholanath Ghosh Chal, son of Late Chunnikal Ghosh



Chal, and thus the said Bholanath Ghosh Chal became the full and absolute owner of both the First Plot and the Second Plot.

D. By a Bengali Deed dated 4th March, 1966, registered with the Sub-Registrar, Baruipur, in Book No. I, Volume No. 40, Pages 207 to 211, Being No. 2688 for the year 1966, the said Bholanath Ghosh Chal, in lieu of valuable consideration, sold and transferred in favour of Anil Chandra Ghosh, son of Late Jagadish Chandra Ghosh and Smt. Nilima Ghosh, wife of Anil Chandra Ghosh, the entirety of each of the First Plot and the Second Plot, each free from all encumbrances.

E. Thus, the said Anil Chandra Ghosh and Smt. Nilima Ghosh jointly became the full and absolute owners of the entirety of both the First Plot and the Second Plot, each being free from all encumbrances.

F. The said Anil Chandra Ghosh died intestate on 8th December, 1979, leaving him surviving his wife, the said Smt. Nilima Ghosh and two married daughters namely Smt. Subhadra De, wife of Subhramoni De (being the Vendor herein) and Smt. Sudatta Ghosh Dass, wife of Murari Mohan Dass, as his only legal heirs and heiresses, who thus collectively became entitled to the undivided 1/2 (one-half) share and/or interest of the said Anil Chandra Ghosh in the each of the First Plot and the Second Plot.



- G. Thus, the said Nilima Ghosh, Subhadra De and Sudatta Ghosh Dass respectively became entitled to an undivided $\frac{2}{3}$ rd (two-third) share and/or interest, an undivided $\frac{1}{6}$ th (one-sixth) share and/or interest and an undivided $\frac{1}{6}$ th (one-sixth) share and/or interest, in each of the First Plot and the Second Plot.
- H. The said Sudatta Ghosh Dass died intestate on 2nd July, 1989, leaving her surviving her husband, namely, Murari Mohan Dass and one son, namely, Satrajit Ghosh Dass, as her only legal heirs, who thus jointly became entitled to the said undivided $\frac{1}{6}$ th (one-sixth) share and/or interest of the said Sudatta Ghosh Dass in each of the First Plot and the Second Plot.
- I. The said Nilima Ghosh died on 24th January, 1997, after publishing her last Will and Testament dated 19th September, 1989, registered with the Registrar of Assurances, Calcutta, in Book No. III, Volume No. 13, Pages 141 to 145, Being No. 442 for the year 1989, whereunder she appointed the said Subhadra De as the sole executrix of her said Will and, inter alia, bequeathed all her immovable properties including her undivided share and/or interest in each of the First Plot and the Second Plot in favour of the said Subhadra De.
- J. The said Subhadra De filed an application for grant of probate of the aforesaid last Will and Testament of the said Nilima Ghosh vide Probate Case No. 375 of 1997 before the District Delegate at Alipore, 24 Parganas (South), but the said probate application was objected to by the said Murari Mohan Dass and the said Satrajit



Ghosh Dass, and thus the said probate application was converted to a contentious suit, numbered as O.S. No. 6 of 2000 before the 2nd Additional District Judge at Alipore.

- K. The said suit, being O. S. No. 6 of 2000, was subsequently settled and compromised amongst the parties thereto, namely, the said Subhadra De, Murari Mohan Dass and Satrajit Ghosh Dass, and in terms of such compromise, duly accepted by each of the parties before the Court, by an order dated 9th November, 2000, the said suit being O. S. No. 6 of 2000 was decreed and allowed on compromise, whereunder it was recorded that the said Subhadra De was to get probate of the said last will and testament of the said Nilima Ghosh and that probate be granted in favour of the said Subhadra De upon payment of the full court fees.
- L. The said Subhadra De subsequently complied with the aforesaid order dated 9th November, 2000, and in pursuance thereof, by an order dated 21st December, 2000, passed in the said suit being O. S. No. 6 of 2000, probate of the said last will and testament of the said Nilima Ghosh was granted in favour of the said Subhadra De.
- M. Subsequently, the said Subhadra De filed a partition suit before the 10th Court of Civil Judge (Senior Division) at Alipore, being Title Suit No. 73 of 2001 against the aforesaid heirs of Sudatta Ghosh Dass, namely the said Satrajit Ghosh Dass



and Murari Mohan Dass and by an order dated 6th March, 2003, the said Title Suit No. 73 of 2001 was decreed in terms of a compromise petition filed therein by all the parties to the said suit and, in terms thereof, the entirety of each of the First Plot and the Second Plot vested absolutely and forever in favour of the said Subhadra De and on 16th March, 2004, a final decree in terms of the said terms of settlement was passed in the aforesaid suit.

- N. Thus, the said Subhadra De, being the Vendor herein, became the full and absolute owner of the entirety of both the First Plot and the Second Plot respectively described in PARTS - I and II of the SCHEDULE hereunder written, each free from all encumbrances and in vacant, peaceful and physical possession.
- O. By an Agreement for Sale dated 16th March, 2008, the said Subhadra De, therein described as the Owner/Vendor, agreed to sell and transfer in favour of Prime Creative Construction Private Limited, being the First Confirming Party herein, therein described as the Purchaser, inter alia, All That the entirety of each of the First Plot and the Second Plot and the Vendor duly received the entirety of the consideration payable by the First Confirming Party to the Vendor in lieu of each of the First Plot and the Second Plot.
- P. In pursuance of the said agreement for sale dated 16th March, 2008, by a power of attorney dated 17th March, 2008, registered with the Additional District Sub-



Registrar, Sonarpur, South 24 Parganas, in Book No. IV, CD Volume No. I, Pages 1306 to 1313, Being No. 00306 for the year 2008, the Vendor herein, at the request of the First Confirming Party herein, granted several powers in respect of, inter alia, each of the First Plot and the Second Plot, in favour of a nominee of the First Confirming Party, namely, Siddhartha Ray, being the Second Confirming Party herein.

Q. Each of the Vendor, the First Confirming Party and the Second Confirming Party represent, warrant and undertake as follows:

- i) that the Vendor became and is the full and absolute owner of the entirety of each of the First Plot and the Second Plot in the manner recited herein, and the Vendor has a clear and marketable title to and the full right and absolute power and authority to deal with each of the First Plot and the Second Plot; and
- ii) that the Vendor has at all times been in vacant, free, peaceful and physical possession of the entirety of each of the First Plot and the Second Plot; and
- iii) that there is no embargo on the Vendor from dealing with the First Plot or the Second Plot and/or transferring and/or alienating the same in any manner whatsoever and the name of the Vendor stands recorded/mutated as the absolute owner of each of the First Plot and the Second Plot in the records of the concerned Block Land and Land Reforms office; and



- iv) that the entirety of each of the First Plot and the Second Plot is free from all encumbrances, liens, lispendens, charges, mortgages, trusts, wakfs, debutter, bargadars, tenants, occupiers, trespassers, attachments, acquisitions, requisitions, alignment whatsoever or howsoever; and
- v) that save and except the Vendor, the First Confirming Party and the Second Confirming Party, no other party or person has any manner of right or title or interest or claim or demand over or in respect of either the First Plot or the Second Plot and/or any parts or portions thereof; and
- vi) that neither the Vendor nor the First Confirming Party nor the Second Confirming Party have dealt with any part or portion of the First Plot or the Second Plot in any manner whatsoever or howsoever nor created any third party right or title or interest therein; and
- vii) that no part or portion of the First Plot and/or the Second Plot is nor ever was the subject of any acquisition by any government body and/or authority, statutory or otherwise, and further neither the Vendor nor her predecessors-in-interest/title nor the First Confirming Party nor the Second Confirming Party have received any notice of acquisition in respect of any part or portion of the First Plot or the Second Plot; and
- viii) that each of the First Plot and the Second Plot is free from any land charge and all outgoings in respect of each of the First Plot and the Second Plot



including the land revenues in respect thereof have been paid in full by the Vendor and the First Confirming Party till the date of these presents; and

- ix) that neither the title documents nor any other documents in respect of the First Plot or the Second Plot or any part thereof have been deposited at any point of time with or in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise; and
- x) that each of the First Plot and the Second Plot are respectively ~~batted~~ and bounded and there is no manner of boundary dispute in respect thereof and
- xi) that no person or persons whatsoever have/had/has ever claimed any right of preemption over or in respect of the First Plot or the Second Plot or any part thereof and there are no outstanding actions, claims or demands between the Vendor and any third party and/or between the First Confirming Party and any third party and/or between the Second Confirming Party and any third party; and
- xii) that neither the First Plot nor the Second Plot nor any part thereof was or is, subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax Act, 1961 or under any statute for the time being in force; and



- xiii) that no right or easement appurtenant to or benefiting the First Plot or the Second Plot is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the First Plot or the Second Plot; and
- xiv) that the Vendor does not hold any excess land under the provisions of any statute (central, state or local) and no part or portion of the First Plot or the Second Plot has ever been vested or been the subject matter of any vesting proceedings; and
- xv) that there are no legal or other proceedings initiated or pending in respect of any part or portion of the First Plot or the Second Plot nor is there any threat of any such proceedings and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xvi) that no means of access to the First Plot or the Second Plot is shared with or subject to rights of determination or requires payment to any third party; and
- xvii) that no third party has ever claimed nor acquired any manner of right in the First Plot or the Second Plot by way of adverse possession or otherwise; and



- xviii) that neither the First Plot nor the Second Plot is subject to any covenants, restrictions, stipulations, easements, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same; and
- xix) that compliance is being made and has at all times been made with all applicable laws, statutes, by-laws, permits, obligations and requirements with respect to each of the First Plot and the Second Plot, its ownership, occupation, possession and use; and
- xx) that there is no other matter of which the Vendor or the First Confirming Party or the Second Confirming Party are or ought to be aware of, which may adversely or otherwise affect the value of the First Plot or the Second Plot or its development, usage or enjoyment or cast any doubt on the rights, title and interest sold and transferred to the Purchasers in terms hereof; and
- xxi) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, threatened or anticipated, either in respect of the First Plot or the Second Plot or against the Vendor or against the First Confirming Party or against the Second Confirming Party; and



xxii) that each of the representations and warranties contained herein are true and correct and shall survive and remain subsisting at all times.

R. Relying on each of the aforesaid representations of the Vendor, the First Confirming Party and the Second Confirming Party, and acting solely on the faith and basis thereof, the Purchasers herein agreed to purchase each of the First Plot and the Second Plot in vacant free peaceful and physical possession, free from all encumbrances, liens, lispendens, charges, mortgages, trusts, wakfs, debuttur, bargudars, tenants, occupiers, trespassers, attachments, acquisitions, requisitions, aligment whatsoever or howsoever, in lieu of valuable consideration and on certain mutually agreed terms and conditions.

S. In pursuance of the aforesaid, the First Confirming Party nominated the Purchasers herein to the Vendor in its place and stead as the ultimate purchaser of each of the First Plot and the Second Plot and each of the First Confirming Party and the Second Confirming Party hereby confirm that neither the First Confirming Party nor the Second Confirming Party have any manner of right or title or interest in any part or portion of the First Plot or the Second Plot, and thus the parties are executing this deed.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of the aforesaid and in consideration of payment of all the amounts payable to the Vendor in lieu of sale of each of the First Plot and the Second Plot



(the receipt whereof the Vendor doth hereby admits and acknowledges and of and from payment of the same and every part thereof forever acquits, releases, discharges and exonerates the First Confirming Party and each of the Purchasers as well as each of the First Plot and the Second Plot) and further in consideration of payment of a sum of Rs. 27,27,270/- (Rupees Twenty Seven Lacs Twenty Seven Thousand Two Hundred and Seventy only) by the Purchasers to the First Confirming Party, which sum includes reimbursement of all the amounts paid by the First Confirming Party to the Vendor (the receipt whereof the First Confirming Party doth hereby as also by the memo hereunder admits and acknowledges and of and from the same and every part thereof forever acquits, releases, discharges and exonerates the Purchasers and each of them as well as each of the First Plot and the Second Plot) the Vendor with the consent and concurrence of each of the First Confirming Party and the Second Confirming Party doth hereby grants, sells, transfers, conveys, assigns and assures to, unto and in favour of the Purchasers herein, firstly, All That the piece and parcel of sali land admeasuring 24 decimals more or less, comprising the entirety of R. S. Dag No. 1381, now L. R. Dag No. 1625, R. S. Khatian No. 122, subsequently comprised in R.S. Khatian No. 1245, Touzi No. 120, and now comprised in L. R. Khatian No. 4470, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of the Rajpur-Sonarpur Municipality, herein referred to as the "First Plot" and more specifically described in PART-I of the SCHEDULE hereunder written, and bordered RED on the plan attached hereto and secondly All That the piece and parcel of sali land admeasuring 26



decimals more or less, comprising the entirety of R. S. Dag No. 1384, now L. R. Dag No. 1628, R. S. Khatian No. 122, subsequently comprised in R.S. Khatian No. 1245, Touzi No. 120, and now comprised in L. R. Khatian No. 4470, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of the Rajpur-Sonarpur Municipality, herein referred to as the "Second Plot", and more specifically described in PART-II of the SCHEDULE hereunder written, and bordered GREEN on the plan attached hereto, each of the First Plot and the Second Plot being free from all encumbrances, liens, mortgages, charges, trusts, debutter, wakf, bargadars, tenants, occupiers, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever howsoever, each in vacant, free, peaceful and physical possession **TOGETHER WITH** all the ways paths passages under-ways sewers drains trees shrubs water courses rights lights liberties easements privileges advantages appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or any part thereof or with the same or any part thereof or taken as part held used occupied enjoyed reputed deemed taken or taken as part or parcel thereof or appertaining thereto **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with furthermore all the estate, right, title, interest inheritance, use, possession, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon or in respect of each of the First Plot and the Second Plot and every part thereof **AND** all deeds, pattahs, muniments, writings and evidences of title which in any wise relate to each of the First Plot and the Second Plot or any part



thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor, her executors, administrators or representatives or any person from whom the Vendor can or may procure the same without action or suit at law or in equity **TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** each of the First Plot and the Second Plot and each and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be **TOGETHER WITH ALL** rights, members and appurtenances thereof unto and to the use of the Purchasers, their respective successors, executors, administrators, representatives and assigns absolutely and forever free from all encumbrances and liabilities **AND** in addition to and without prejudice to each of their respective undertakings, covenants, warranties and representations contained elsewhere herein, each of the Vendor, the First Confirming Party and the Second Confirming Party do hereby further covenant with and undertake and warrant to the Purchasers (1) that the Vendor is absolutely entitled to each of the First Plot and the Second Plot free from all encumbrances, liens, mortgages, mortgages, charges, trusts, debentures, wakf, bargadars, trespassers, tenants, occupiers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever **AND** (2) that the interest which the Vendor doth hereby professes to transfer, sell and convey subsists and that notwithstanding any act, deed, matter or thing by the Vendor and/or the First Confirming Party and/or the Second Confirming Party at any time done or executed or knowingly suffered to the contrary, the Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure each of the First



Plot and the Second Plot hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents AND (3) that neither the Vendor nor the First Confirming Party nor the Second Confirming Party have at any time done or executed any acts, deeds, documents or writings or knowingly suffered or been party or privy to any act, deed, matter or thing, whereby the First Plot or the Second Plot and/or any part thereof and all other rights, title hereby transferred, assigned and assured and/or intended so to be can or may be impeached, encumbered or affected in title AND (4) that the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy each of the First Plot and the Second Plot and all other rights, title and benefits appurtenant thereto and receive and take the rents issues and profits thereof and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from of or by the Vendor and/or the First Confirming Party and/or the Second Confirming Party or any person or persons whomsoever AND (5) that free and clear and freely and clearly and absolutely acquitted exonerated released discharged or otherwise well and sufficiently saved defended kept harmless and indemnified against all estates charges mortgages liens lispensens debts attachments execution claims demands encumbrances and liabilities whatsoever made or suffered by the Vendor and/or the First Confirming Party and/or the Second Confirming Party and/or any person or persons lawfully or equitably claiming as aforesaid AND (6) that all rents rates land revenue taxes and other



outgoings whatsoever payable in respect of each of the First Plot and the Second Plot together with interest and penalty thereon, if any, have been paid cleared and satisfied in full by the Vendor/the First Confirming Party upto the date of these presents and each of the Vendor, the First Confirming Party and the Second Confirming Party undertake to keep each of the Purchasers fully safe, harmless and indemnified in respect thereof AND (7) that each of the Vendor, the First Confirming Party and the Second Confirming Party and all persons having or lawfully or equitably claiming any right title interest property claim or demand whatsoever in or upon each of the First Plot and the Second Plot or any part thereof from through under or in trust for the Vendor and/or the First Confirming Party and/or the Second Confirming Party, shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds matters things and assurances whatsoever for further better and more perfectly and effectually assuring and transferring each of the First Plot and the Second Plot and every part thereof unto and to the use of the Purchasers, as shall or may be reasonably required by the Purchasers AND (8) that each of the Vendor, the First Confirming Party and the Second Confirming Party hereby jointly and severally undertake to keep each of the Purchasers fully safe defended harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever or howsoever in respect of each of the First Plot and the Second Plot and/or any part thereof, it being understood and agreed that the invocation of the



indemnity by the Purchasers as against any one of the aforesaid indemnifying parties herein shall not absolve the others from their liability, responsibility and undertaking to the Purchasers AND FURTHER the Vendor and the First Confirming Party respectively hereby and hereunder nominate, constitute and appoint the Purchasers herein, jointly and/or severally, for and on behalf of the Vendor and the First Confirming Party respectively, to do, execute and perform all such acts, deeds, matters, things and assurances whatsoever in respect of each of the First Plot and the Second Plot, as the Purchasers may so determine at their sole and absolute discretion including but not limited to for further better and more perfectly and effectually assuring and transferring each of the First Plot and the Second Plot and every part thereof unto and to the use of the Purchasers.

THE SCHEDULE ABOVE REFERRED TO

PART-I

("First Plot")

All That the piece and parcel of suli land admeasuring 24 decimals more or less, (equivalent to 14 Cottahs 8 Chittacks 14 sq.ft. more or less) comprising the entirety of R. S. Dag No. 1381, now L. R. Dag No. 1625, R. S. Khatian No. 122, subsequently comprised in R.S. Khatian No. 1245, Touzi No. 120, and now comprised in L. R. Khatian No. 4470, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Pargannas (South), within the limits of the Rajpur-Sonarpur Municipality, bordered RED on the plan attached hereto and butted and bounded as follows:



ON THE NORTH: By R. S. Dag No. 1376;
 ON THE EAST: Partly by portion of R. S. Dag No. 1373, partly by portion of R.S. Dag No. 1374 and partly by portion of R.S. Dag No. 1375;
 ON THE WEST: By R. S. Dag No. 1382; and
 ON THE SOUTH: By portion of R. S. Dag No. 1400.
 OR HOWSOEVER THE SAME MAY BE BUTTED BOUNDED KNOWN OR NUMBERED.

PART-II

("Second Plot")

All That the piece and parcel of sal land admeasuring 26 decimals more or less (equivalent to 15 Cottahs 11 Chittacks 31 sq.ft. more or less) comprising the entirety of R. S. Dag No. 1384, now L. R. Dag No. 1628, R. S. Khatian No. 122, subsequently comprised in R.S. Khatian No. 1245, Touzi No. 120, and now comprised in L. R. Khatian No. 4470, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of the Rajpur-Sonarpur Municipality, bordered GREEN on the plan attached hereto and butted and bounded as follows:

ON THE NORTH: By portion of R. S. Dag No. 1380;
 ON THE EAST: By R. S. Dag No. 1383;
 ON THE WEST: By R. S. Dag No. 1385; and
 ON THE SOUTH: By portion of R. S. Dag No. 1400.



OR HOWSOEVER THE SAME MAY BE BUTTED BOUNDED KNOWN OR NUMBERED.

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

EXECUTED AND DELIVERED by the
VENDOR at Kolkata in the presence of:

Subhadra De

1. Amalaji Banerjee
At. Realtors Pvt. Ltd.
9 Belgia Rd, Kol-20
2. Ashok Kumar Sharma
18 Crooked near 223 Area
Kolkata - 700049

EXECUTED AND DELIVERED by the
PURCHASERS at Kolkata in the presence
of:

Sirajwan Kumar Mahan Sami
901312 P. W. H. SHAH ROAD
KOLKATA 700045

AGNI DEALCOM PVT. LTD.
SUCCESS COMMONSALES PVT. LTD.
LEAGUE DISTRIBUTORS PVT. LTD.
LIMEIGHT MERCHANDISE PVT. LTD.
INNOVATIVE COMMONSALES PVT. LTD.
KALASHI PERFORMANCE PVT. LTD.
KADAMTA MERCHANDISE PVT. LTD.
CONNECT DEALCOM PVT. LTD.
COMMITMENT VINCOM PVT. LTD.
GLADIOLUS MERCHANTS PVT. LTD.
JUNIPER COMMOTRADE PVT. LTD.
PENTAGON SUPPLIERS PVT. LTD.
JUCENBEE SALES PVT. LTD.
TWIN STAR DEALCOM PVT. LTD.
QUICK COMMONSALES PVT. LTD.
WINDSOR COMMONDEAL PVT. LTD.
HORNBILL TRADECOM PVT. LTD.
JACKPOT TRADELINK PVT. LTD.
DECAGON DEALERS PVT. LTD.
KAMAKSHYA VINIMAY PVT. LTD.
YOUTH VIT. COM PVT. LTD.
PASSION DEALERS PVT. LTD.
FOCUS DEALERS PVT. LTD.
TSHITI VINCOM PVT. LTD.
ICOMIC SUPPLIERS PVT. LTD.
ZEAL DEALCOM PVT. LTD.
FLAME SALES PVT. LTD.
JALAPENO SALES PVT. LTD.
OMNI COMMONDEAL PVT. LTD.
Subhadra De
Director / Authorised Signatory.



EXECUTED AND DELIVERED by the
FIRST CONFIRMING PARTY at
Kolkata in the presence of:

Kripendra Kumar Be
43/15, Hill Road
Kolkata - 700031

Prime Creative Construction Pvt. Ltd.
Siddhant Singh
Authorised Signatory

EXECUTED AND DELIVERED by the
SECOND CONFIRMING PARTY at
Kolkata in the presence of:

Kripendra Kumar Be

Siddhant Singh

Drafted by:

Radhika Singh
Radhika Singh
Advocate
High Court
Calcutta





Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 09412 of 2010

(Serial No. 08529 of 2010)

3. Aloke Gupta
Authorized Signatory, Agni Deecom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Commitment Vincom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Connect Deecom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Decagon Dealers Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Ekdanta Merchandise Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Flames Sales Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Focus Dealers Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Gladious Merchants Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Hombill Tradecom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Iconic Suppliers Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Innovative Commosales Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Jackpot Tradelink Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Jalapeno Sales Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Juniper Comtrade Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Kanakanya Ventures Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001

Authorized Signatory, Kshitij Vincom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001



(Dulal Chandrasaha)





Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 09412 of 2010
(Serial No. 08529 of 2010)

Authorized Signatory, League Distributors Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Limelight Merchandise Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Omni Commodéal Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Passion Dealers Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Pentagon Suppliers Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Queenbee Sales Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Quick Commosales Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Success Commosales Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Twin Star Dealcom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Winsome Commodéal Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Youth Vincom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

Authorized Signatory, Zeal Dealcom Pvt Ltd, 4 Fairlie Place, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .

, By Profession : ---

Identified By Subhendu Chatterjee, son of . . , High Court, District:-Kolkata, WEST BENGAL, India, P.O. :- . , By Caste: Hindu, By Profession: Advocate.

(Dufal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

On 21/12/2010

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



(Dufal Chandra Saha)





Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 09412 of 2010
(Serial No. 08529 of 2010)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Amount By Cash

Rs. 30036/-, on 21/12/2010

(Under Article : A(1) = 29997/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 21/12/2010)

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.-2727270/-

Certified that the required stamp duty of this document is Rs.- 190919 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 191000/- is paid, by the draft number 083761, Draft Date 18/12/2010, Bank Name State Bank of India, La Martiniere, received on 21/12/2010

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV



(Dulal Chandra Saha)





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 32
Page from 2709 to 2741
being No 09412 for the year 2010.



(D. Anandra Saha) 22-December-2010
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS
West Bengal