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पश्चिम बंगाल WEST BENGAL

V/C No. 998/11

K 470544

2011
10/5/11

R.S. Dag - 1385

Notarized that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Notarial Registrar
of Assurances-I, Kolkata
15/5/11

L.R. Dag -
1629

THIS INDENTURE made this 10th day of May 2011
BETWEEN MRS. SUBHADRA DE, wife of Mr. Subhromoni 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

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15558
R. Singh & Co. H.
2. H. K. S. Roy Road, Kolkata
10 MAY 2011
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kolkata

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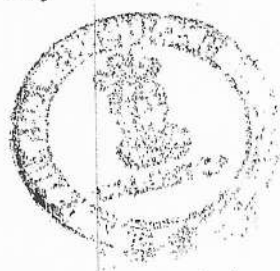
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23950

- Agnif Dealcom Pvt. Ltd.
- Commitment Vincom Pvt. Ltd.
- Connect Dealcom Pvt. Ltd.
- Decagon Dealers Pvt. Ltd.
- Ekdanta Merchandise Pvt. Ltd.
- Flame Sales Pvt. Ltd.
- Focus Dealers Pvt. Ltd.
- Gladiolus Merchants Pvt. Ltd.
- Hornbill Tradecom Pvt. Ltd.
- Iconic Suppliers Pvt. Ltd.
- Inovative Comm-sales Pvt. Ltd.
- Jackpot Tradelink Pvt. Ltd.
- Jalapeno Sales Pvt. Ltd.
- Juniper Commotrade Pvt. Ltd.

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Director/Authorised Signatory

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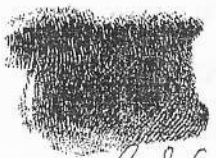
shall mean and include her successors-in-interest and/or assigns) of the FIRST PART;

(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) QUEENBEE 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, 1st floor, Kolkata - 700 001, and their respective Income Tax PAN Nos. being AAGCA7797K, AADCC8134B, AADCC8133G, AADCD2948L, AACCE2807N, AABCF4387M, AABCF4386L, AADCG6186B, AACCH3060L, AACCI1876K, AACCI2005G, AACCCJ2606E, AACCCJ2605H, AACCCJ2607F, AADCK8105E, AADCK8106H, AABCL6954G, AABCL6953B, AABCO2276L, AAFCP2662K, AAFCP2661L, AAACQ2080P, AAACQ2081N,

Kamakshya Vinimay Pvt. Ltd.
 Kshitij Vincom Pvt. Ltd.
 League Distributors Pvt. Ltd.
 Timelight Merchandise Pvt. Ltd.
 Omni Commodéal Pvt. Ltd.
 Passion Dealers Pvt. Ltd.
 Pentagon Suppliers Pvt. Ltd.
 Queenbee Sales Pvt. Ltd.
 Quick Commosales Pvt. Ltd.
 Success Commosales Pvt. Ltd.
 Twin Star Dealcom Pvt. Ltd.
 Winsome Commodéal Pvt. Ltd.
 Youth Vencers Pvt. Ltd.
 Zeal Dealcom Pvt. Ltd.

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Director/Authorised Signatory



2396C

- Subhadra De



2390C



Prime Creative Construction Pvt. Ltd.

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Authorised Signatory

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Registrar
 Companies, Kolkata
 10 MAY 2011

I submitted by me,
 Subhadra Chatterjee
 Advocate
 High Court, Calcutta

AANCS6504P, AADCT3203G, AAACW9127B, AAACY4009Q and AAACZ3951G, each represented by its authorized signatory, **MR. ALOK 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, having its registered office at Ajit Sen Bhavan, 2nd floor, 13, Crooked Lane, Kolkata - 700 069, and 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 Radhanath Poddar alias Radhanath De alias Radhanath De Poddar along with one Nirmal Chandra Poddar alias Nirmal Kumar Poddar alias Nirmal Kumar De alias Nirmal Chandra De Poddar, both sons of Nanda Lal Poddar, were jointly the full and absolute owners, inter alia, of All That the piece and parcel of sali land admeasuring 34 decimals more or less comprising the entirety of R. S. Dag No. 1385, now L. R. Dag No. 1629, R. S. Khatian No. 218, now comprised in L. R. Khatian Nos. 2200, 2278 and 951, J. L. No. 35, Touzi No. 120, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), hereinafter referred to as



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the "Said Land", and more specifically described in the SCHEDULE hereunder written.

- B. Upon the intestate death of the said Radhanath Poddar, the undivided share and/or interest of the said Radhanath Poddar in the Said Land devolved upon his two sons, namely, Madan Mohan De and Shyam Sundar De, who thus jointly became the full and absolute owners thereof.
- C. Furthermore, upon the intestate death of the said Nirmal Chandra Poddar, the undivided share and/or interest of the said Nirmal Chandra Poddar in the Said Land devolved upon his wife Smt. Nehar Bala De alias Nehar Bala Dasi, who thus became the full and absolute owner thereof.
- D. By a Bengali deed dated 14th August, 1944 registered with the Baruipur Sub-Registry Office in Book No. I, Volume No. 48, Pages 214 to 217, Being No. 4224 for the year 1944, the said Nehar Bala Dasi, inter alia, sold and transferred the entirety of her aforesaid undivided share and/or interest in the Said Land in favour of Smt. Ratanmala De alias Ratanmala Dasi, wife of Panchu Gopal De alias Panchkari De alias Panchkari De Poddar.
- E. Subsequently, the said Ratanmala De (therein described as Ratanmala Dasi) filed a partition suit, being Title Suit No. 101 of 1956, before the Court of the 1st Subordinate Judge at Alipore, District 24 Parganas (Ratanmala Dasi -vs- Madan Mohan De & Ors.), praying for partition by metes and bounds after declaration of her right, title and interest in respect of the Said Land, amongst other lands.

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- F. By a preliminary decree dated 12th November, 1959, passed in the said partition suit, the Court appointed an Advocate Commissioner and in terms of the Commissioner's report dated 20th December, 1962, a final decree was passed in the said suit on 25th February, 1963.
- G. Under the said final decree dated 25th February, 1963, passed in the said partition suit, being Title Suit No. 101 of 1956, the said Ratanmala De was, inter alia, allotted the entirety of the Said Land and thus the said Ratanmala De became the full and absolute owner of the Said Land.
- H. By a Bengali Deed dated 9th August, 1965, registered with the District Registrar, 24 Parganas in Book No. I, Volume No. 96 Pages 276 to 283, Being No. 3915 for the year 1965, the said Ratanmala De, 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 the said Anil Chandra Ghosh, the entirety of the Said Land, free from all encumbrances.
- I. Thus, the said Anil Chandra Ghosh and Smt. Nilima Ghosh jointly became the full and absolute owners of the entirety of the Said Land, free from all encumbrances.
- J. The said Anil Chandra Ghosh died intestate on 8th December, 1979, leaving him surviving his wife, the said Smt. Nilima Ghosh and two daughters namely Smt. Subhadra De, wife of Subhromoni 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 Said Land.



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- K. Thus, the said Nilima Ghosh, Subhadra De and Sudatta Ghosh Dass respectively became entitled to an undivided $2/3^{\text{rd}}$ (two-third) share and/or interest, an undivided $1/6^{\text{th}}$ (one-sixth) share and/or interest and an undivided $1/6^{\text{th}}$ (one-sixth) share and/or interest in the Said Land.
- L. 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 $1/6^{\text{th}}$ (one-sixth) share and/or interest of the said Sudatta Ghosh Dass in the Said Land.
- M. 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 the Said Land in favour of the said Subhadra De.
- N. 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.



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- O. 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.
- P. 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.
- Q. 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 comprise petition filed therein by all the parties to the said suit, and in terms thereof the entirety of the Said Land 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.



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- R. Thus, the said Subhadra De, being the Vendor herein, became the full and absolute owner of the entirety of the Said Land described in the **SCHEDULE** hereunder written, free from all encumbrances, in vacant, peaceful and physical possession.
- S. 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 the Said Land and the Vendor duly received the entirety of the consideration payable by the First Confirming Party to the Vendor in lieu of the Said Land.
- T. 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, the Said Land, in favour of a nominee of the First Confirming Party, namely, Siddhartha Ray, being the Second Confirming Party herein.
- U. 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 the Said Land 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 the Said Land; and



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- ii) that the Vendor has at all times been in vacant, free, peaceful and physical possession of the entirety of the Said Land; and
- iii) that there is no embargo on the Vendor from dealing with the Said Land and/or transferring and/or alienating the same in any manner whatsoever; and
- iv) that the entirety of the Said Land is free from all encumbrances, liens, lispendens, charges, mortgages, trusts, wakfs, debuttors, bargadars, tenants, occupiers, encroachments, 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 the Said Land and/or any part or portion 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 Said Land 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 Said Land 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 Said Land; and



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- viii) that the Said Land is free from any land charge and all outgoings in respect of the Said Land 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 Said Land 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 the Said Land is butted and bounded and there is no manner of boundary dispute in respect thereof; and
- xi) that no person or persons whosoever have/had/has ever claimed any right of preemption over or in respect of the Said Land 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 the Said Land neither was nor 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 Said Land 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



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- terminate or curtail a right or easement appurtenant to or benefiting the Said Land; 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 Said Land 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 Said Land 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 Said Land 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 Said Land by way of adverse possession or otherwise; and
 - xviii) that the Said Land is not 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 the Said Land, its ownership, occupation, possession and use; and
 - xx) that there is no matter of which the Vendor or the First Confirming Party or the Second Confirming Party are or ought to be aware of, which may



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adversely or otherwise affect the value of the Said Land or its development, usage or enjoyment or cast any doubt on the rights, title and interest sold and transferred to the Purchasers under these presents; 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 or existing or pending or threatened or anticipated, either in respect of the Said Land 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.

V. Relying on each of the aforesaid representations of the Vendor, the First Confirming Party and the Second Confirming Party, and believing the same to be true and correct and acting solely on the faith and basis thereof, the Purchasers herein agreed to purchase the Said Land in vacant free peaceful and physical possession, free from all encumbrances, liens, lispendens, charges, mortgages, trusts, wakfs, debutter, bargadars, tenants, occupiers, trespassers, encroachments, attachments, acquisitions, requisitions, alignment whatsoever or howsoever, in lieu of valuable consideration and on certain mutually agreed terms and conditions, as recorded herein.

W. 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 the Said Land and each of the First Confirming Party and the Second Confirming Party hereby confirm that neither the First Confirming Party nor the Second




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Confirming Party have any manner of right or title or interest in any part or portion of the Said Land, and thus the parties are executing this deed.

NOW THIS INDENTURE WITNESSETH as follows:

- I. In pursuance of the aforesaid and in consideration of payment of all the amounts payable to the Vendor in lieu of sale of the Said Land (the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof absolutely and forever acquits, releases, discharges and exonerates the First Confirming Party and each of the Purchasers as well as the Said Land) and further in consideration of payment of a sum of Rs. 11,80,968/- (Rupees Eleven lacs Eighty Thousand Nine Hundred and Sixty Eight 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 absolutely and forever acquits, releases, discharges and exonerates each of the Purchasers as well as the Said Land) 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, All That the piece and parcel of sali land admeasuring 34 decimals more or less, comprising the entirety of R.S. Dag No. 1385, now L. R. Dag No. 1629, R. S. Khatian No. 218, now L. R. Khatian Nos. 2200, 2278 and 951, J. L. No. 35, Touzi No. 120, Mouza Kotalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of the Rajpur-Sonarpur Municipality, herein referred to as the "Said Land" and more specifically described in the **SCHEDULE** hereunder written, and bordered **RED** on the plan attached hereto, free from all encumbrances, liens, lispensens, mortgages,



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charges, trusts, debutter, wakf, bargadars, tenants, occupiers, trespassers, encroachments, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, 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 and in respect of the Said Land and every part thereof **AND** all the deeds, pattahs, muniments, writings and evidences of title which in any wise relate to the Said Land 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** the Said Land 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, each of the Vendor, the First Confirming Party and the Second Confirming Party do hereby further covenant with and



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undertake and warrant to the Purchasers (1) that the Vendor is absolutely entitled to the Said Land free from all encumbrances, liens, lispens, mortgages, charges, trusts, debutter, wakf, bargadars, trespassers, tenants, occupiers, encroachments, 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 the Said Land 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 Said Land 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 the Said Land 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



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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 the Said Land 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
 the Said Land 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 the Said Land 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 lispensens debts attachments execution claims demands encumbrances and
 liabilities whatsoever or howsoever in respect of the Said Land and/or any part
 thereof, it being understood and agreed that the invocation of the indemnity by the



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of Assurances-I, Kolkata
10 MAY 2011

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** each of the Vendor and the First Confirming Party do hereby and hereunder respectively 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 the Said Land, 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 the Said Land and every part thereof unto and to the use of the Purchasers.

THE SCHEDULE ABOVE REFERRED TO

("Said Land")

All That the piece and parcel of sali land admeasuring 34 decimals more or less (equivalent to 20 Cottahs 9 Chittacks and 5 sq.ft. more or less) comprising the entirety of R.S. Dag No. 1385, now L. R. Dag No. 1629, R. S. Khatian No. 218, now L. R. Khatian Nos. 2200, 2278 and 951, J. L. No. 35, Touzi No. 120, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (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 Nos. 1386;

ON THE EAST:

By R. S. Dag Nos. 1384;

ON THE WEST:

Partly by portion of R. S. Dag No. 1395 and partly by portion of R.S. Dag No. 1396; and



[Handwritten Signature]
Additional Registrar
of Assurances-I, Kolkata
10 MAY 2011

ON THE SOUTH:

By R. S. Dag Nos. 1399.

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

*Kripendra Kumar De
43/15, Thill Road
Kol-31*

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

1. *Dilip Roy
31, Shakespeare
Sarani, Kol-17.*

- Agni Dealcom Pvt. Ltd.*
- Commitment Vincom Pvt. Ltd.*
- Connect Dealcom Pvt. Ltd.*
- Decagon Dealers Pvt. Ltd.*
- Ekdanta Merchandise Pvt. Ltd.*
- Flame Sales Pvt. Ltd.*
- Focus Dealers Pvt. Ltd.*
- Gladiolus Merchants Pvt. Ltd.*
- Hornbill Tradecom Pvt. Ltd.*
- Iconic Suppliers Pvt. Ltd.*
- Innovative Comm sales Pvt. Ltd.*
- Jackpot Tradelink Pvt. Ltd.*
- Jalapeno Sales Pvt. Ltd.*
- Uniper Commtrade Pvt. Ltd.*
- Kamakshya Vinimay Pvt. Ltd.*
- Kshitij Vincom Pvt. Ltd.*
- League Distributors Pvt. Ltd.*
- Timelight Merchandise Pvt. Ltd.*
- Omni Commoddeal Pvt. Ltd.*
- Union Dealers Pvt. Ltd.*
- Pentagon Suppliers Pvt. Ltd.*
- Queenbee Sales Pvt. Ltd.*
- Quick Commesales Pvt. Ltd.*
- Success Commesales Pvt. Ltd.*
- Twin Star Dealcom Pvt. Ltd.*
- Winsome Commoddeal Pvt. Ltd.*
- Youth Vincom Pvt. Ltd.*
- Deal Dealcom Pvt. Ltd.*

[Signature]
Director/Authorised Signatory

[Signature]
Director/Authorised Signatory

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

*Ashok Kumar Shome
13 Crookwell Lane
Kolkata - 700061*

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

Ashok Kumar Shome

Drafted by:

Radhika Singh
Radhika Singh
Advocate
High Court
Calcutta

Prime Creative Construction Pvt. Ltd.

[Signature]
Authorised Signatory

[Signature]



[Handwritten Signature]
Additional Registrar
of Assurances-I, Kolkata
10 MAY 2011

MEMO OF CONSIDERATION

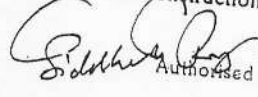
Received by the withinnamed First Confirming Party from the withinnamed Purchasers a sum of Rs. 11,80,968/- (Rupees Eleven lacs Eighty Thousand Nine Hundred and Sixty Eight only) being the entire consideration payable to the First Confirming Party in terms of these presents as follows:-

By Pay Order No. 032487 dated 11.05.2011 drawn on Union Bank of India, Ezra Street Branch, for

Rs. 11,80,968/-

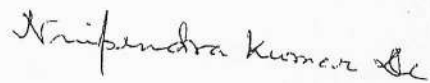
(Rupees Eleven lacs Eighty Thousand Nine Hundred and Sixty Eight only)

Prime Creative Construction Pvt. Ltd.


Authorized Signatory

Signature of the First Confirming Party


































WITNESS:





[Signature]
Additional Registrar
of Assurances I, Kolkata
10 MAY 2011

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Abhishek</i>	 Little	 Ring	 Middle	 Fore	 Thumb
(Left Hand)		 Little	 Ring	 Middle	 Fore	 Thumb
	<i>Abhaya De</i>	 Little	 Ring	 Middle	 Fore	 Thumb
(Left Hand)		 Thumb	 Fore	 Middle	 Ring	 Little
	<i>Siddhant Das</i>	 Little	 Ring	 Middle	 Fore	 Thumb
(Left Hand)		 Thumb	 Fore	 Middle	 Ring	 Little
<p align="center">PHOTO</p>		<p align="center">Little</p>	<p align="center">Ring</p>	<p align="center">Middle</p>	<p align="center">Fore</p>	<p align="center">Thumb</p>
(Left Hand)		<p align="center">Thumb</p>	<p align="center">Fore</p>	<p align="center">Middle</p>	<p align="center">Ring</p>	<p align="center">Little</p>
(Right Hand)						



[Handwritten Signature]
Additional Registrar
of Assurances I, Kolkata
10 MAY 2011



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04110 of 2011
(Serial No. 03577 of 2011)

On

Payment of Fees:

On 10/05/2011

Representation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)
Presented for registration at 22.10 hrs on :10/05/2011, at the Private residence by Alok Gupta,
Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)
Execution is admitted on 10/05/2011 by

1. Subhadra De., wife of Subhromoni De , 58/3 A, Ballygunge Circular Road, Kolkata, Thana:-Bullygunge,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By
Profession : House wife
2. Siddhartha Ray.
Director., Prime Creative Construction Pvt. Ltd., 13, Crooked Lane, Kolkata, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700069 .
, By Profession : Business
3. Siddhartha Ray., son of Keshab Chandra Ray , 101- J, Selimpur Road, Kolkata, Thana:-Jadavpur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700031 , By Caste Hindu, By
Profession : Business



Additional Registrar
of Assurances-I, Kolkata.
13 MAY 2011
(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Endorsement Page 1 of 4

13/05/2011 15:27:00



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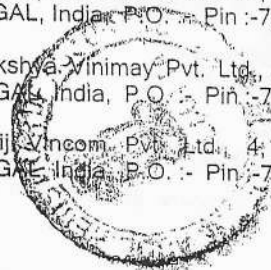
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Government of West Bengal
Office Of the A.R.A. KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04110 of 2011
(Serial No. 03577 of 2011)

4. Alok Gupta.
Authorised Signatory, Agni Delcom Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Commitment Vimcom Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Connect Dealcom Pvt Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Decagon Delers Pvt Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Ekdanta Merchandise Pvt Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Flame Sales Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Focus Dealers Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Gladiolus Merchnts Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Hornbill Tradecom Pvt Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Iconic Suppliers Pv. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Innovative Commosales Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Jackpot Tradelink Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Jala Peno Sales Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Juniper Commotrade Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Kamakshya Vinimay Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
- Authorised Signatory, Kshitij Vincom Pvt. Ltd., 4, Fairlie Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .



Additional Registrar
of Assurances-I, Kolkata
13 MAY 2011
(Ashok Bandyopadhyay)

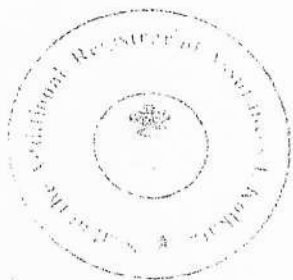
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Endorsement Page 2 of 4

13/05/2011 15:27:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book -1
CD Volume number 10
Page from 3091 to 3119
being No 04110 for the year 2011.



[Signature]
19-May-2011
REGISTRAR OF INSURANCE OF KOLKATA
Office of the A.R.A. KOLKATA
West Bengal

1944

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Dated this 10th the day of May 2011

Between

Mrs. Subhadra De

... Vendor

And

Agni Dealcom Private Limited & Ors.

... Purchasers

And

Prime Creative Construction Private
Limited

... First Confirming Party

And

Mr. Siddhartha Ray

... Second Confirming Party

INDENTURE

Radhika Singh & Co.,
Advocates,
"Nicco House",
2nd floor,
2, Hare Street,
Kolkata - 700 001.