



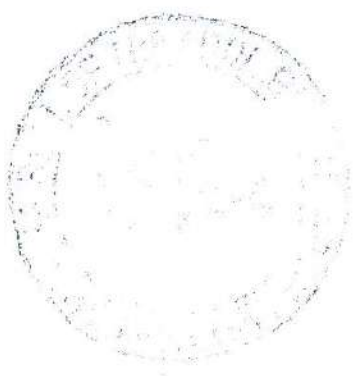
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Sarangi & Co., Advocates  
46, P. Swami Chambers  
7B, Kiran Shankar Roy Road,  
Kolkata-700 061

NAME.....  
 ADD/ADT.....  
 PS.....

- 9 AUG 2010

SURAJIT MUKHERJEE  
 Stamp Vendor  
 C. C. Court  
 2/3, K. S. Roy Road, Kolkata



Identified by me  
 Surajit Sen.  
 C/o, Late Baidya Nath Sen.  
 7B, K. S. Roy Road. Vol. I.  
 Occupation : Service

Noted Registrar of  
 Government of West  
 Bengal



Parganas, hereinafter referred to as "the **"VENDOR"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives successors executors and administrators) of the **ONE PART AND (1) DESERVE DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, **(2) GALLANT WINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, **(3) LINKWISE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, **(4) SOFTLINK SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, all represented by their **Authorised Signatory, Mr.Sunil Kumar Loharuka** son of Late Ram Bhagat Loharuka and residing No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata - 700059, hereinafter referred to as "the **PURCHASERS"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors in office and/or assigns) of the **OTHER PART:**

**WHEREAS:**

- A. The Vendor herein has held out, represented before and assured the Purchasers, inter alia, as follows:
- (i) Bhupal Chandra Mondal, Bipin Behari Mondal and Biraj Moni Dasi were jointly seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, amongst other properties, **ALL That** the various pieces and parcels of land situated and lying at in various Dags having an area of **689 Sataks** recorded in Khatian Nos.119, 121,177, 327 & 118, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, absolutely and forever, each having 1/3<sup>rd</sup> equal undivided share therein;
  - ii) That the said Bhupal Chandra Mondal, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his four sons namely, (1) Khagendra Nath Mondal, (2) Harendra Nath Mondal, (3) Dharendra Nath Mondal and (4) Monmotho Nath Mondal as his only heirs and legal representatives, who all upon the death of their father inherited and became entitled to his share in the above properties absolutely and forever and in equal shares;
  - iii) That the said Khagendra Nath Mondal, a Hindu governed by Dayabhaga School of Hindu Law also died intestate leaving behind him surviving his two sons namely, (1) Sambhu Nath Mondal and (2) Shib Nath Mondal as his only heirs and legal representatives, who both upon the death of their father inherited and became entitled to his share in the above properties absolutely and forever and in equal shares;
  - iv) That disputes arose between parties related to possession and the heirs of Sudhir Chandra Gayen and Biswanath Gayen along with Bankim Chandra Gayen (being other co-sharers) filed Title Suit No.203 of 1985 against the heirs of Jiban Chandra

Mondal and others in the Court of the Learned 2<sup>nd</sup> Assistant District Judge at Alipore. On 28<sup>th</sup> February, 1994, the Learned 2<sup>nd</sup> Assistant District Judge at Alipore was pleased to pass a Preliminary Decree on contest and after measurement by a Advocate Commissioner, the Learned Court was further pleased to pass a Final Decree on contest in terms of the Commissioner's Final Report, Field Book and the sketch map which would form part of the Final Decree on 28<sup>th</sup> April, 1995.

- v) Pursuant to the Final Decree passed in Title Suit No.203 of 1985 a Title Execution Case No.11/1995 was filed. On hearing the Learned Court was further pleased to give possession on 13<sup>th</sup> August, 1995, mentioning share of land in terms of the plan drawn by the said Learned Advocate Commissioner.
- vi) According to the said Survey Plan, the heirs of Jiban Chandra Mondal and Bhupal Chandra Mondal with the consent of both the Plaintiffs and Defendants, amongst other properties, were allotted **ALL THOSE** the various pieces or parcels of land comprised in Dag Nos.524, 529, 532, 539, 554 (in their entirety) and 555 (27 sataks out of total area of 71 Sataks), recorded R.S.Khatian Nos.119 & 121, in Mouza Atghara, absolutely and forever, each group having one-half equal share therein;
- vii) In the events aforesaid, by virtue of the said Decree, the heirs of the said Khagendra Nath Mondal (being one of the heir of Bhupal Chandra Mondal) became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, amongst other properties, to **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded various Khatians, in Mouza Atghara, J.L. No.10, in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	L.R. Khatian No.	Total Area (in Satak)	Share of Khagendra Nath	Area Owned by Heirs of Khagendra Nath (in Satak)
524	401, 444, 495, 518, 595, 686, 840, 924, 948, 625, 841 & 577 (this Khatian in the name of Monmotho Nath Mondal) (R.S.Khatian Nos.521 & 522 and C.S.Khatian Nos.119 & 121)	2 (entire Dag)	0.1250	0.250
529		12 (entire Dag)	0.1250	1.500
532		61 (entire Dag)	0.1250	7.625
539		17 (entire Dag)	0.1250	2.125
554		06 (entire Dag)	0.1250	0.750
555		27 (out of 71 Satak in this Dag)	0.1250	3.375
<b>Total:</b>				<b>15.625</b>

- viii) In the events aforesaid, the **Sambhu Nath Mondal** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **ALL THOSE** the various pieces or parcels of land containing an area of **7.8125 Sataks** (being his 1/2 share out of total area of 15.625 sataks owned by the heirs of the said Khagendra Nath Mondal by virtue of the said Decree) comprised in various Dags, recorded various Khatians, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, morefully described in the **SCHEDULE** hereunder written (and hereinafter referred to as "the **SAID PROPERTY**"), full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	L.R. Khatian No.	Total Area (in Satak)	Share of Sambhu Nath Mondal	Area Owned by Sambhu Nath Mondal (in Satak)
524	401, 444, 495, 518, 595, 686, 840, 924, 948, 625, 841 & 577 (R.S.Khatian Nos.521 & 522 and C.S.Khatian Nos.119 & 121)	2 (entire Dag)	0.0625	0.1250
529		12 (entire Dag)	0.0625	0.7500
532		61 (entire Dag)	0.0625	3.8125
539		17 (entire Dag)	0.0625	1.0625
554		06 (entire Dag)	0.0625	0.3750
555		27 (out of 71 Satak in this Dag)	0.0625	1.6875
<b>Total:</b>				<b>7.8125</b>

- ix) That under and by virtue of a Deed of Conveyance dated 2<sup>nd</sup> April, 2009 and registered with the ADSR, Bidhannagar (Salt Lake City) in Book No.I, CD Volume No.3, Pages 16336 to 16347 Being No.3010 for the year 2009 the said Sambhu Nath Mondal for the consideration therein mentioned granted sold conveyed and transferred unto and to Biswajit Sardar (being the Vendor herein), **ALL THAT** the said Property, absolutely and forever;
- x) That mutation has not yet been effected after passing of the Final Decree;
- xi) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- xii) That the Vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendor has been using the same for their personal use and cultivation;
- xiii) That the Vendor has duly made payment of the Khajana in respect of the said Property;
- xiv) That no part or portion of the said Property has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property nor is there any case pending under such Acts or Statutes;
- xv) That the Vendor never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xvi) That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;
- xvii) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act

for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;

- xviii) That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xix) That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the said Property and/or their respective portions thereof unto and in favour of the Purchasers.
- xx) That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person can claim any right title or interest whatsoever in the said Property or any part thereof.
- xxi) That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

B. The Vendor, being in urgent need of money, approached the Purchasers and offered to sell transfer convey assign and assure the said Property to the Purchasers and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, the Purchasers agreed to purchase and acquire the said Property from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

C. The Purchasers have at or before execution of this deed of sale paid to the Vendor the entire amount of the said mutually agreed consideration and have called upon the Vendor to grant this conveyance in favour of the Purchasers.

**I. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.30,00,000/=** (Rupees thirty lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchasers **ALL THAT** the said Property, fully described in the **SCHEDULE** hereunder written, **and** all ownership share portions rights title and interest therein of the Vendor and/or his predecessors in title in the aforesaid Dags with all ownership rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendor in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

**II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:

(i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;

- (ii) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or the Vendor's predecessors-in-title.
- (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.
- (vii) **AND THAT** the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers produce or cause to be produced to the Purchasers or his agent or agents or any person or persons as the Purchasers may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the



Vendor to the Purchasers, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchasers and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.

- (viii) **AND THAT** the Vendors have requested and requisitioned the Purchasers to make payment of the part / entire consideration in cash and accordingly at such request of the Vendor, the Purchasers have made payment of the part / entire consideration in cash to the Vendor, if and as per memo written hereinbelow.
- (ix) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and the Purchasers' successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or the Purchasers' successors or successors in title or interest by reason of any defect in the title of the Vendor to the said Property or any part or portion thereof or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchasers being found to be untrue, incorrect, false or misleading.

**III. AND THE VENDOR DOT H HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS** as follows:

- i) **THAT** the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchasers and the Vendor shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;
- ii) **AND THAT** the said Property is under the Vendor's own direct cultivation and that there is no Bargadar or Bhag Chasi in the said Property or any part thereof;
- iii) **AND THAT** the Vendor had first offered the said Property to the contiguous owners of the said plots of land and that upon their refusal to purchase the same, the Vendor herein has approached and negotiated with the Purchasers herein for the sale and transfer of the said Property to the Purchasers. The Vendor doth hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchasers herein against all claims, demands, injury, lis or any other harmful action against the Purchasers by any person claiming any right on the said Property.
- iv) **AND THAT** the Vendor hereby declares records and confirms that pursuant to the said (i) Final Decree passed in Title Suit No.203 of 1985, (ii) Title Execution Case No.11/1995 and (iii) according to the said Survey Plan, the Vendors and/or their predecessors in title were not allotted Dag Nos.518 and 540 and that he has no claim or demand over the same and if any claim or demand be there and if any claim or demand be there, the same hereby stand released relinquished renounced and disclaimed.
- v) **AND THAT** the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchasers herein from time to time for having the name of the Purchasers mutated in respect of the said Property hereby sold and conveyed;

**THE SCHEDULE ABOVE REFERRED TO:**  
**(said Property)**

**ALL THOSE** the various pieces or parcels of land, all recorded as "Sali" containing an area of **7.8125 Sataks** more or less, comprised in various Dags, recorded in various Khatians, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	L.R. Khatian No.	Total Area (in Satak)	Share of Sambhu Nath Mondal	Area Owned by the Vendor (in Satak)
524	401, 444, 495, 518, 595, 686, 840, 924, 948, 625, 841 & 577 (R.S.Khatian Nos.521 & 522 and C.S.Khatian Nos.119 & 121)	2 (entire Dag)	0.0625	0.1250
529		12 (entire Dag)	0.0625	0.7500
532		61 (entire Dag)	0.0625	3.8125
539		17 (entire Dag)	0.0625	1.0625
554		06 (entire Dag)	0.0625	0.3750
555		27 (out of 71 Satak in this Dag)	0.0625	1.6875
<b>Total:</b>				<b>7.8125</b>

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

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

**SIGNED SEALED AND DELIVERED** by the withinnamed **VENDOR** at **Kolkata** in the presence of:

*Biswajit Sarda*

1). *Surajit Sen.*

2. *Mans Mahato.*

3 *Rajan Mandal*

**SIGNED SEALED AND DELIVERED** by the withinnamed **PURCHASERS** at **Kolkata** in the presence of:

DESERVE DEALERS PRIVATE LIMITED  
GALLANT WINTRADE PRIVATE LIMITED  
LINKWISE VINIMAY PRIVATE LIMITED  
SOFTLINK SUPPLIERS PRIVATE LIMITED

1). *Surajit Sen.*

*7B, K. S. Roy Road. W.P. 700001.*

*Sunil Kumar*

Authorised Signatory  
(*SUNIL K. LOHARUKA*)

2. *Mans Mahato.*

*7B, K. S. Roy Road  
Kolkata - 700001*

3. *Rajan Mandal*

*Son of Sandhya  
Nishi Mandal  
Arunachal, Ryder West*

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** of and from the withinnamed Purchasers the withinmentioned sum of **Rs.30,00,000/=** (Rupees thirty lacs) only being the consideration in full payable under these presents as per memo written hereinbelow:

**MEMO OF CONSIDERATION:**

Sl. No.	Banker's Cheque No.	Date	Bank	Payee	Amount (Rs.)
1	351239	7-08-2010	The Royal Bank of Scotland N.V. CD-16, Sector 1, Salt Lake City, Kolkata - 700 064	Biswajit Sardar	5,00,000/=
2	351240	7-08-2010	- do -		5,00,000/=
3	351241	7-08-2010	- do -		5,00,000/=
4	351242	7-08-2010	- do -		5,00,000/=
5	351243	7-08-2010	- do -		5,00,000/=
6	351244	7-08-2010	- do -		5,00,000/=
					<b>Total :</b>

**WITNESS:**1. *Surajit Sen.*2. *Mand Mahab.*③ *Rajan Mohan***Drafted By:**

*Shanayy Subhina*

**Advocate, High Court, Calcutta**

*Biswajit Sardar*

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A. R. A. - II KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 08157 / 2010, Deed No. (Book - I , 09745/2010)**

**I . Signature of the Presentant**

Name of the Presentant	Photo	Finger Print	Signature with date
Sunil Kr Loharuka	 10/08/2010	 LTI 10/08/2010	<i>Sufokamno</i> 10.08.2010

**II . Signature of the person(s) admitting the Execution at Office.**

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Biswajit Sardar Address -Narayanpur Tentultala, Cal, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-	Self	 10/08/2010	 LTI 10/08/2010	<i>Biswajit Sardar</i> 10-08-10
2	Sunil Kr Loharuka Address -Shastribagan Deshbandhu Nagar, Dc, 9/28, Cal, District: North 24 Parganas, WEST BENGAL, India, P.O. :- Pin :-700059	Self	 10/08/2010	 LTI 10/08/2010	<i>Sufokamno</i> 10.08.2010

**Name of Identifier of above Person(s)**


Suresh Sen  
7b, Kiron Sankar Roy Road(Hastings Street), Cal,  
Thana: Hare Street, District:-Kolkata, WEST BENGAL,  
India, P.O. :- Pin :-700001

**Signature of Identifier with Date**

*Suresh Sen.*  
10/08/10



(Tarak Baran Mukherjee) 10.08.10  
**ADDL. REGISTRAR OF ASSURANCES-II**  
**Office of the A. R. A. - II KOLKATA**

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

**Endorsement For Deed Number : I - 09745 of 2010**  
**(Serial No. 08157 of 2010)**

**On 10/08/2010**

**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 : 23,5 of Indian Stamp Act 1899.

**Payment of Fees:**

Fee Paid in rupees, under article : A(1) = 32989/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 10/08/2010

**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.-3000000/-

Certified that the required stamp duty of this document is Rs.- 210010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 210010/- is paid 04786209/08/2010 State Bank of India, ESPLANADE, received on: 10/08/2010

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

Presented for registration at 13.58 hrs on :10/08/2010, at the Office of the A. R. A. - II KOLKATA by Sunil Kr Lonaruka, Claimant.

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

Execution is admitted on 10/08/2010 by

1. Biswajit Sardar Alias Bishwajit Saradr, son of Gopal Sardar , Narayanpur Tentultala, Cal, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others

10.08.10   
**ADDL. REGISTRAR OF ASSURANCES-II**

10/08/2010 14:20:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 09745 of 2010  
(Serial No. 08157 of 2010)

2. Sunil Kr Loharuka

Signatory, Deserve Dealers Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Signatory, Gallant Wintrade Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Signatory, Linkwise Vinimay Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Signatory, Softlink Suppliers Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .























By Profession : Others

Identified By Surajit Sen, son of Lt B Nath Sen, 7b, Kiron Sankar Roy Road(Hastings Street), Cal,  
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu,  
By Profession: Service.

( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II

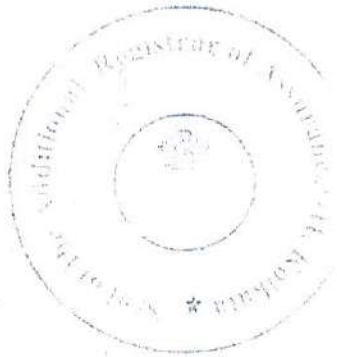


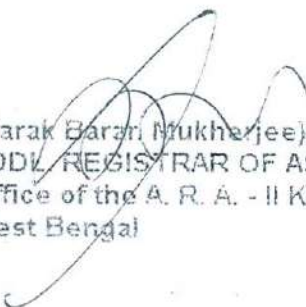
10.08.10 ( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II

Sl. No.	Signature of the executants / and/or Purchaser					
	 <i>Sy Johanna</i>					
		Little (Left Hand)	Ring (Left Hand)	Middle (Left Hand)	Fore (Left Hand)	Thumb (Left Hand)
						
		Thumb (Right Hand)	Fore (Right Hand)	Middle (Right Hand)	Ring (Right Hand)	Little (Right Hand)
	 <i>Biswajit Sarda</i>					
		Little (Left Hand)	Ring (Left Hand)	Middle (Left Hand)	Fore (Left Hand)	Thumb (Left Hand)
						
		Thumb (Right Hand)	Fore (Right Hand)	Middle (Right Hand)	Ring (Right Hand)	Little (Right Hand)
		Little (Left Hand)	Ring (Left Hand)	Middle (Left Hand)	Fore (Left Hand)	Thumb (Left Hand)
		Thumb (Right Hand)	Fore (Right Hand)	Middle (Right Hand)	Ring (Right Hand)	Little (Right Hand)
		Little (Left Hand)	Ring (Left Hand)	Middle (Left Hand)	Fore (Left Hand)	Thumb (Left Hand)
		Thumb (Right Hand)	Fore (Right Hand)	Middle (Right Hand)	Ring (Right Hand)	Little (Right Hand)

Certificate of Registration under section 60 and Rule 69

Registered in Book - I  
CD Volume number 30  
Page from 5280 to 5295  
being No 09745 for the year 2010.



  
(Tarak Baran Mukherjee) 14-August-2010  
ADDL REGISTRAR OF ASSURANCES-II  
Office of the A. R. A. - II KOLKATA  
West Bengal



8164/10

9754

# भारतीय गैर न्यायिक

ARAS-I

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

## भारत INDIA INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

1875



18856/H 004664

17015-28  
*[Signature]*  
9.8.10

THIS DEED OF CONVEYANCE made this 9<sup>th</sup> day of August Two Thousand Ten BETWEEN

(1) **DHIRENDRA NATH MONDAL** (alias Dhiren Mandai) son of Late Bhupal Chandra Mondal (Alias

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

*[Signature]*  
10.08.10

1875

heirresses and legal representatives, who all upon his death inherited and became entitled to his share in the above properties absolutely and forever and in equal shares;

W 216

Sufhamu



A210

Sufhamu

(SUNIL K. LOHARUKA)

For Deserve Dealers Pvt. Ltd.,  
Gallant Wholesale Pvt. Ltd.,  
Linkwise Visionary Pvt. Ltd.,  
Softlink Suppliers Pvt. Ltd.  
as Authorized Signatory.

**Sarvag & Co Advocates**  
12, 13 & 14, New Market Chambers,  
Kolkata-700 001  
2 & 3, K. S. Roy Road, Kolkata

NAME.....  
ADD/ADV.....  
RS.....

**14 JUN 2010**

**SURANJAN MURHERJEE**  
Licensed Stamp Vendor  
C. C. Coun  
2 & 3, K. S. Roy Road, Kolkata



A219

সুভামু



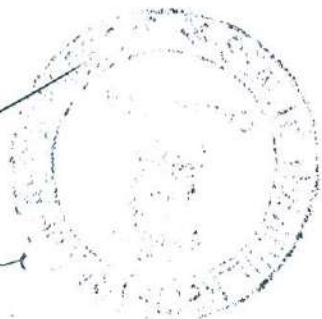
A211

সুভামু

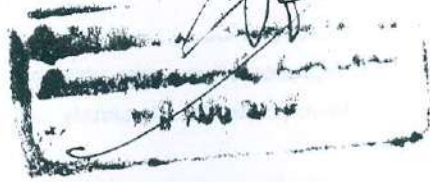


A212

জয়দেবী



Identified by me  
Manoj Mahato.  
S/o Late Nanthu Mahato.  
7B, R.S. Roy Road  
Kolkata - 700001  
P.S. Hare street  
oculation service



Bhupal Mondal) residing at Village Atghara, Majherpara, Post Office R-Gopalpur, Police Station Baguihati, District North 24 Parganas, (2a) (SMT.) **SUDHA MONDAL (alias Sudharani Mondal)** wife of Late Harendra Nath Mondal, (2b) **JAYDEB MONDAL (alias Jaideb Mandal)**, (2c) **ASHOK MONDAL (alias Ashoke Mandal)**, (2d) **ALOK MONDAL (alias Aloke Mandal)**, (2e) **SAMAR MONDAL**, (2f) **UTPAL MONDAL**, (2g) **JAYANTA MONDAL** all being sons of Late Harendra Nath Mondal and all residing at Atghara, Post Office R-Gopalpur, Police Station Rajarhat, District North 24 Parganas and (2h) (SMT.) **ANITA MONDAL** wife of Shri Dipak Mondal and daughter of Late Harendra Nath Mondal, residing at No.29 Gobra Goristhan Road, Kolkata, all hereinafter jointly referred to as "the **VENDORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs legal representatives executors and administrators) of the **ONE PART AND (1) DESERVE DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, (2) **GALLANT WINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, (3) **LINKWISE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, (4) **SOFTLINK SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46, B. B. Ganguly Street, Kolkata - 700 012, all represented by their **Authorised Signatory, Mr.Sunil Kumar Loharuka** son of Late Ram Bhagat Loharuka and residing No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata - 700059; hereinafter referred to as "the **PURCHASERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors in office and/or assigns) of the **OTHER PART**:

**WHEREAS:**

A. The Vendors herein have held out, represented before and assured the Purchasers, inter alia, as follows:

- (i) Bhupal Chandra Mondal, Bipin Behari Mondal and Biraj Moni Dasi were jointly seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, amongst other properties, **ALL That** the various pieces and parcels of land situated and lying at in various Dags having an area of **689 Sataks** recorded in Khatian Nos.119, 121,177, 327 & 118, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, absolutely and forever, each having 1/3<sup>rd</sup> equal undivided share therein;
- ii) That the said Bhupal Chandra Mondal, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his four sons namely, (1) Khagendra Nath Mondal, (2) Harendra Nath Mondal, (3) Dharendra Nath Mondal (**being the Vendor No.1 herein**) and (4) Monmotho Nath Mondal as his only heirs and legal representatives, who all upon the death of their father inherited and became entitled to his share in the above properties absolutely and forever and in equal shares;
- iii) That the said Harendra Nath Mondal, a Hindu governed by Dayabhaga School of Hindu Law died intestate on or about 15<sup>th</sup> June, 2007 leaving behind him surviving his sole widow namely Sudha Mondal, his six sons namely, (1) Joydeb Mondal, (2) Ashok Mondal, (3) Alok Mondal, (4) Samar Mondal, (5) Utpal Mondal and (6) Jayanta Mondal and one daughter namely (?) Anita Mondal (**all being the Vendor Nos.2a to 2h herein**) as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to his share in the above properties absolutely and forever and in equal shares;

- iv) That disputes arose between parties related to possession and the heirs of Sudhir Chandra Gayen and Biswanath Gayen along with Bankim Chandra Gayen (being other co-sharers) filed Title Suit No.203 of 1985 against the heirs of Jiban Chandra Mondal and others in the Court of the Learned 2<sup>nd</sup> Assistant District Judge at Alipore. On 28<sup>th</sup> February, 1994, the Learned 2<sup>nd</sup> Assistant District Judge at Alipore was pleased to pass a Preliminary Decree on contest and after measurement by a Advocate Commissioner, the Learned Court was further pleased to pass a Final Decree on contest in terms of the Commissioner's Final Report, Field Book and the sketch map which would form part of the Final Decree on 28<sup>th</sup> April, 1995.
- v) Pursuant to the Final Decree passed in Title Suit No.203 of 1985 a Title Execution Case No.11/1995 was filed. On hearing the Learned Court was further pleased to give possession on 13<sup>th</sup> August, 1995, mentioning share of land in terms of the plan drawn by the said Learned Advocate Commissioner.
- vi) According to the said Survey Plan, the heirs of Jiban Chandra Mandal and Bhupal Chandra Mondal with the consent of both the Plaintiffs and Defendants, amongst other properties, were allotted **ALL THOSE** the various pieces or parcels of land comprised in Dag Nos.524, 529, 532, 539, 554 (in their entirety) and 555 (27 sataks out of total area of 71 Sataks), recorded R.S.Khatian Nos.119 & 121, in Mouza Atghara, absolutely and forever, each group having one-half equal share therein;
- vii) In the events aforesaid, by virtue of the said Decree, the Vendors herein (being the said Dharendra Nath Mondal and the heirs of Harendra Nath Mondal) became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, amongst other properties, to **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded various Khatians, in Mouza Atghara, J.L. No.10, in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, morefully described in the **SCHEDULE** hereunder written (and hereinafter referred to as "the **SAID PROPERTY**"), full details whereof are mentioned hereinbelow:

R.S./L.R. Dag No.	L.R. Khatian No.	Total Area (in Satak)	Share of Dharendra Nath Mondal & Harendra Nath Mondal	Area Owned by Dharendra Nath Mondal & Heirs of Harendra Nath Mondal (in Satak)
524	401, 444, 495, 518, 595, 686, 840, 924, 948, 625, 841 & 577 (R.S.Khatian Nos.521 & 522 and C.S.Khatian Nos.119 & 121)	2 (entire Dag)	0.2500	0.500
529		12 (entire Dag)	0.2500	3.000
532		61 (entire Dag)	0.2500	15.250
539		17 (entire Dag)	0.2500	4.250
554		06 (entire Dag)	0.2500	1.500
555		27 (out of 71 Satak in this Dag)	0.2500	6.750
<b>Total:</b>				<b>31.250</b>

- viii) That mutation has not yet been effected after passing of the Final Decree;
- ix) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;

- x) That the Vendors are in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendors have been using the same for their personal use and cultivation;
- xi) That the Vendors have duly made payment of the Khajana in respect of the said Property;
- xii) That no part or portion of the said Property has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property nor is there any case pending under such Acts or Statutes;
- xiii) That the Vendors never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendors ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xiv) That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;
- xv) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xvi) That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendors for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xvii) That there is no impediment or restriction under any law for the time being in force in the Vendors selling conveying and transferring the said Property and/or their respective portions thereof unto and in favour of the Purchasers.
- xviii) That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendors aware of any such claim, notice, suit or proceeding and that save and except the Vendors, no other person can claim any right title or interest whatsoever in the said Property or any part thereof.
- xix) That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benarni transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light

support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

- B. The Vendors, being in urgent need of money, approached the Purchasers and offered to sell transfer convey assign and assure **All That** the said Property to the Purchasers and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendors and believing the same to be true and correct and acting on faith thereof, the Purchasers agreed to purchase and acquire the said Property from the Vendors absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.
- C. The Purchasers have at or before execution of this deed of sale paid to the Vendors the entire amount of the said mutually agreed consideration and have called upon the Vendors to grant this conveyance in favour of the Purchasers.

**I. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.1,68,80,000/=** (Rupees one crore sixty-eight lacs eighty thousand) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do and each of them doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchasers **ALL THAT** the said Property, morefully described in the **SCHEDULE** hereunder written **and** all ownership share portions rights title and interest therein of the Vendors and/or their predecessors in title in the aforesaid Dags with all ownership rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendors in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens

lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

**II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS**  
as follows:

- 18,
- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
  - (ii) **AND THAT** the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
  - (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
  - (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or any of them or the Vendors' predecessors-in-title.
  - (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid.
  - (vi) **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors or any of them or the Vendors' predecessors-in-title shall and will from time

to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.

- (vii) **AND THAT** the Vendors and each of them shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers or any of them produce or cause to be produced to the Purchasers or their agent or agents or any person or persons as the Purchasers or any of them may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, which shall not have been expressly found to be delivered by the Vendors to the Purchasers, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchasers and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.
- (viii) **AND THAT** the Vendors have requested and requisitioned the Purchasers to make payment of the part / entire consideration in cash and accordingly at such request of the Vendors, the Purchasers have made payment of the part / entire consideration in cash to the Vendors.
- (ix) **AND ALSO THAT** the Vendors and each of them shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers or any of them and the Purchasers' successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or the Purchasers' successors or successors in title or interest by reason of any defect in the title of the Vendors or any of them to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made and/or given by the Vendors to the Purchasers being found to be untrue, incorrect, false or misleading.

**III. AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS** as follows:

- i) **THAT** the Vendors are and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendors on a demand being made by the Purchasers and the Vendors and each of them shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;
- ii) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be are under the Vendors' own direct cultivation and that there is no Bargadar or Bhag Chasi therein or in any part thereof;
- iii) **AND THAT** the Vendors had first offered the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be to the contiguous owners of the said Property hereby conveyed and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the Purchasers herein for the sale and transfer of the properties



benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers. The Vendors do hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchasers herein against all claims, demands, injury, loss or any other harmful action against the Purchasers by any person claiming any right on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.

iv) **AND THAT** the Vendors hereby declare record and confirm that pursuant to the said (i) Final Decree passed in Title Suit No.203 of 1985, (ii) Title Execution Case No.11/1995 and (iii) according to the said Survey Plan, the Vendors and/or their predecessors in title were not allotted Dag Nos.518 and 540 or any part / share therein and that they have no claim or demand over the same and if any claim or demand be there, the same hereby stands released relinquished renounced and disclaimed.

v) **AND THAT** the Vendors shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchasers herein from time to time for having the name of the Purchasers mutated in respect of the said Property hereby sold and conveyed;

**THE SCHEDULE ABOVE REFERRED TO:**  
**(said Property)**

**ALL THOSE** the various pieces or parcels of land, all recorded as "Sali" containing an area of **31.250 Sataks** more or less, comprised in various Dags, recorded in various Khatians, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	L.R. Khatian No.	Total Area (in Satak)	Share of Vendors	Area Owned by the Vendors (in Satak)
524	401, 444, 495, 518, 595, 686, 840, 924, 948, 625, 841 & 577 (R.S.Khatian Nos.521 & 522 and C.S.Khatian Nos.119 & 121)	2 (entire Dag)	0.2500	0.500
529		12 (entire Dag)	0.2500	3.000
532		61 (entire Dag)	0.2500	15.250
539		17 (entire Dag)	0.2500	4.250
554		06 (entire Dag)	0.2500	1.500
555		27 (out of 71 Satak in this Dag)	0.2500	6.750
<b>Total:</b>				<b>31.250</b>

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

1) Manoj Mahade.

7B, K. S. Roy Road  
Kolkata - 700001

2). Surajit Sen.

7B, K. S. Roy Road. Kot-1.

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

SIGNED SEALED AND DELIVERED by the withinnamed VENDORS at Kolkata:

Witness

1) Mandi Malab.

2) Subrajit Sen.

*[Signature]*

*[Signature]*

*[Signature]*  
ASURK Mondal.

*[Signature]*

*[Signature]*  
Utpal Mondal

*[Signature]*  
Gayatri Mondal

*[Signature]*  
Anita Mondal.

read over and explained  
the contents of this  
document in Bengali.

MD. Sabir Ali Mondal.  
(MD-SABIR ALI MONDAL)

read over and explained  
the contents of this  
document in Bengali.

SIGNED SEALED AND DELIVERED by the withinnamed  
PURCHASERS at Kolkata:

Witness

- 1) Manoj Mahapatra
- 2) Surajit Sen

1. DESERVE DEALERS PVT. LTD.

Singharamo

Authorized Signatory

2. GALLANTWINTRADE PVT. LTD.

Singharamo

Authorized Signatory

3. LINKWIS VINIMAY PVT. LTD.

Singharamo

Authorized Signatory

4. SOFTLINK SUPPLIERS PVT. LTD.

Singharamo

Authorized Signatory

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** of and from the withinnamed Purchasers the withinmentioned sum of **Rs.1,68,80,000/=** (Rupees one crore sixty-eight lacs eighty thousand) only being the consideration in full payable under these presents by various cheques drawn as per instructions of the Vendors as hereinbelow mentioned:

**MEMO OF CONSIDERATION:**

Sl. No.	Banker's Cheque No.	Date	Bank	Payee	Amount (Rs.)
1	351236	7-08-2010	The Royal Bank of Scotland N.V. CD-16, Sector 1, Salt Lake City, Kolkata - 700 064	(Smt.) Sudha Rani Mondal	10,55,000/=
2	351231	7-08-2010	- do -	Dhiren Mondal	10,55,000/=
3	351226	7-08-2010	- do -	Jaidev Mondal	10,55,000/=
4	351228	7-08-2010	- do -	Ashok Mondal	10,55,000/=
5	351224	7-08-2010	- do -	Aloke Mondal	10,55,000/=
6	351233	7-08-2010	- do -	Samar Mondal	10,55,000/=
7	351235	7-08-2010	- do -	Utpal Mondal	10,55,000/=
8	351232	7-08-2010	- do -	Jayanta Mondal	10,55,000/=
9	351231	7-08-2010	- do -	Anita Mondal	10,55,000/=
10	351225	7-08-2010	- do -	Latika Das	10,55,000/=
11	351227	7-08-2010	- do -	Lila Prasad	10,55,000/=
12	351229	7-08-2010	- do -	Padma Mondal	10,55,000/=
13	351238	7-08-2010	- do -	Rishikesh Mandal	10,55,000/=
14	351237	7-08-2010	- do -	Swapan Kumar Mondal	10,55,000/=
15	351230	7-08-2010	- do -	Tara Moni Adak	10,55,000/=
16	350350	7-08-2010	- do -	Krishna Maity	10,55,000/=
				<b>Total :</b>	<b>1,68,80,000/=</b>

**WITNESS:**

- 1) Manoj Malah.
- 2) Surendra S.

Drafted By:

*Shreyas Chakrabarti*  
Advocate, High Court, Calcutta

1. স্বর্গীয়া রানী মন্ডল
2. ধীরেন মন্ডল
3. জয় দেব মন্ডল
4. অশোক মন্ডল

অলোক মন্ডল.

সামর মন্ডল

উত্পাল মন্ডল

জয়ন্তী মন্ডল

অনিতা মন্ডল.



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

Endorsement For Deed Number : I - 09754 of 2010  
(Serial No. 08164 of 2010)

Sunil Kr Loharuka

Signatory, Deserve Dealers Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Signatory, Gallani Wintrade Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Signatory, Linkwise Vinimay Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

Signatory, Softlink Suppliers Pvt Ltd, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar,  
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

, 46, Bipin Bihari Ganguly Street, Cal, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O.  
:- Pin :-700012 .

By Profession : Others

Identified By: Manoj Mohato, son of Lt N Mahota, 7b, Kiron Sankar Roy Road(Hastings Street), Cal,  
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu,  
By Profession: Service.

( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II

n 10/08/2010

**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 : 23,5 of Indian Stamp Act 1899.

**Payment of Fees:**

Fee Paid in rupees under article : A(1) = 187165/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on  
10/08/2010

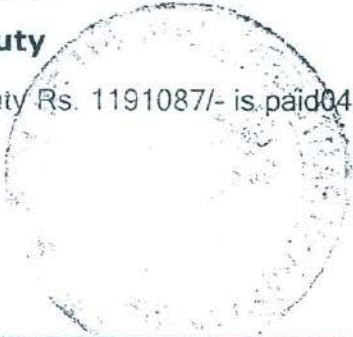
**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been  
assessed at Rs.-17015388/-

Certified that the required stamp duty of this document is Rs.- 1191087 /- and the Stamp duty paid as:  
Impressive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 1191087/- is paid on 04/785109/08/2010 State Bank of India, ESPLANADE, received  
on 10/08/2010



10/08/10 ( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II

10/08/2010 15:23:00

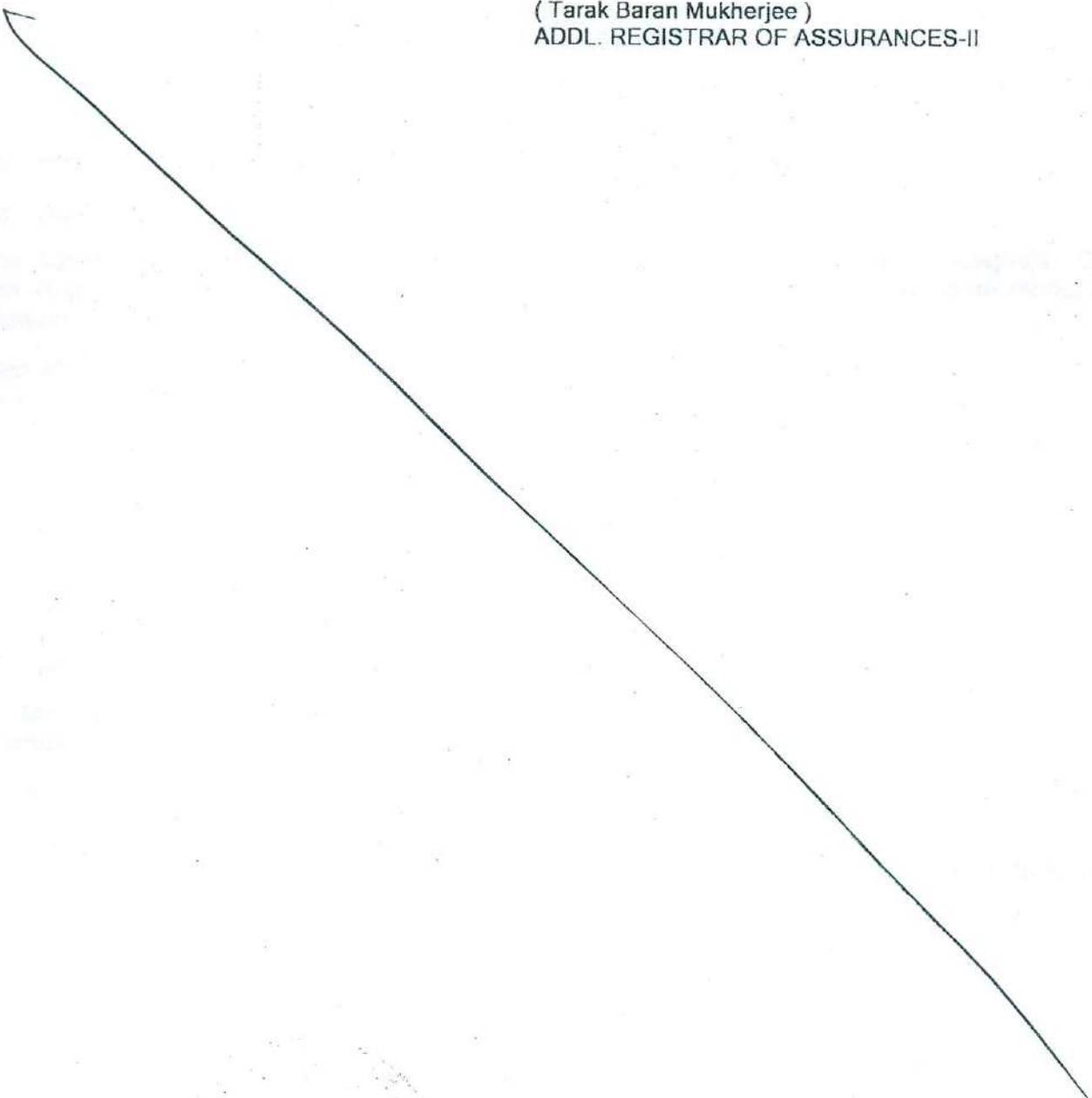
EndorsementPage 2 of 3



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

Endorsement For Deed Number : I - 09754 of 2010  
(Serial No. 08164 of 2010)

( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II



10.08.10 ( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II



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

**Endorsement For Deed Number : I - 09754 of 2010**  
**(Serial No. 08164 of 2010)**

**On 09/08/2010**

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

Presented for registration at 18.02 hrs on :09/08/2010, at the Private residence by Sunil Kr Loharuka  
Claimant.

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

Execution is admitted on 09/08/2010 by

1. Sudha Mondal Alias Sudharani Mondal, wife of Lt Harendra Nath Mondal , Ataghara, Cal, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
2. Jaydeb Mondal Alias Jaideb, son of Lt Harendra Nath Mondal , Ataghara, Cal, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
3. Ashok Mondal Alias Ashoke Mandal, son of Lt Harendra Nath Mondal , Ataghara, Cal, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
4. Alok Mondal Alias Alope Mondal, son of Lt Harendra Nath Mondal , Ataghara, Cal, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
5. Samar Mondal, son of Lt Harendra Nath Mondal , Ataghara, Cal, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
6. Utpal Mondal, son of Lt Harendra Nath Mondal , Ataghara, Cal, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
7. Jayanta Mondal, son of Lt Harendra Nath Mondal , Ataghara, Cal, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
8. Anita Mondal, wife of Dipak Mondal , Gobra Goristhan Rd, Cal, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others



10.08.10 (Taral Baran Mukherjee)  
ADDL. REGISTRAR OF ASSURANCES-II

10/08/2010 15:23:00

EndorsementPage 1 of 3

Sl. No. Signature of the executants / and/or Purchaser



*Handwritten signature of the first executant.*

Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little



*Handwritten signature of the second executant.*

Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little



*Handwritten signature of the third executant.*





Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

























*Handwritten signature of the fourth executant.*

Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

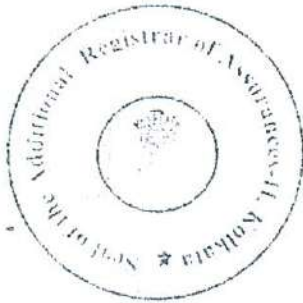


Sl. No.	Signature of the executants / and/or Purchaser					
	 <i>Alta Mondal</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Sankar Mondal</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Ujjwal Mondal</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Jayanta Mondal</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little

Sl. No.	Signature of the executants / and/or Purchaser					
	 <i>Anza Mondal</i>	 Little	 Ring	 Middle (Left Hand)	 Fore Hand)	 Thumb
	 <i>S. J. Ramani</i>	 Little	 Ring	 Middle (Right Hand)	 Fore Hand)	 Thumb
		 Little	 Ring	 Middle (Right Hand)	 Fore Hand)	 Thumb
		 Little	 Ring	 Middle (Right Hand)	 Fore Hand)	 Thumb

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 30  
Page from 5433 to 5452  
being No 09754 for the year 2010.



A handwritten signature in black ink, appearing to read "Tara Baran Mukherjee".

(Tara Baran Mukherjee) 14-August-2010  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A. R. A. - II KOLKATA  
West Bengal