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THIS INDENTURE made this 15 day of November Two Thousand

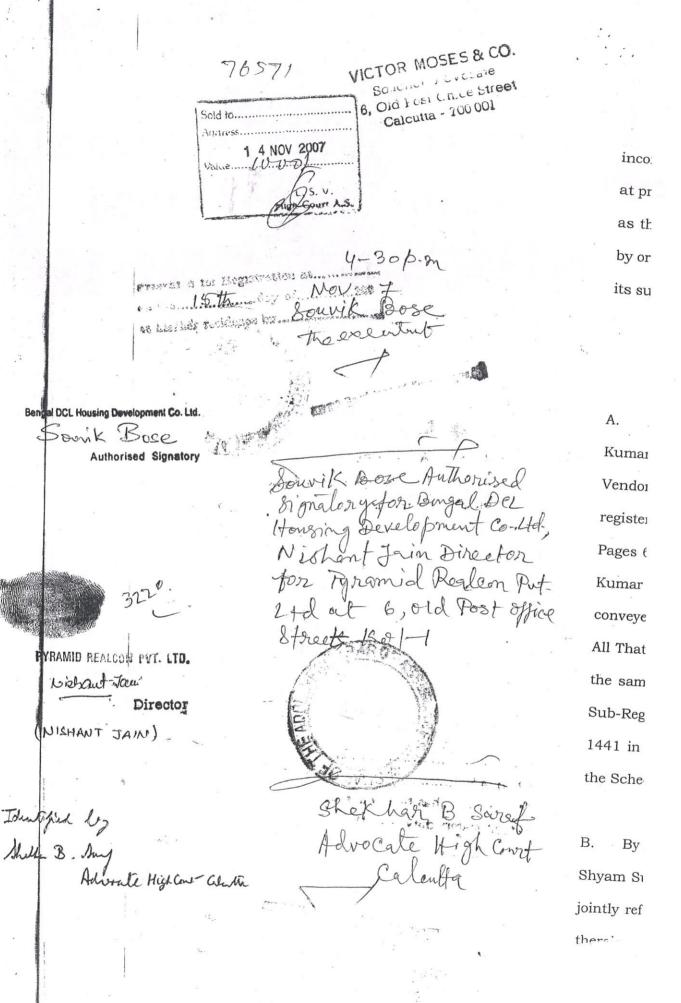
Seven **BETWEEN PYRAMID REALCON PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 67/17, Strand Road, Kolkata-700 006, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the ONE PART AND BENGAL DCL

COMPANY LIMITED, a Company duly

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incorporated under the Companies Act, 1956, having its registered office at premises No. 24B, Park Street, Kolkata-700016, hereinafter referred to as the **PURCHASER** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **OTHER PART**:

WHEREAS:

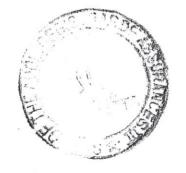
A. By a Kobala dated the 8th day of June 2006 made between Tapan Kumar Das therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Singur in Book No. I, Volume No. 4, Pages 6268 to 6304, Being No. 2581 for the year 2006, the said Tapan Kumar Das for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of 33 Sataks be the same a little more or less situate lying at Mouza Ramnagar, P.S. & Sub-Registry Office Singur in J.L. No. 84, Khatian No. 1423, Dag No. 1441 in the district of Hooghly more fully and particularly described in the Schedule thereunder written.

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B. By another Kobala dated the 8th day of June 2006 made between Shyam Sundar Das, Swapan Kumar Das and Ashok Kumar Das therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with







the Sub-Registrar, Singur in Book No. I, Being No. 2583 for the year 2006, the said Shyam Sundar Das, Swapan Kumar Das and Ashok Kumar Das for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of 9 Bighas 1 Cottah and 13 Chittacks equivalent to 299 Sataks be the same a little more or less situate lying at Mouza Ramnagar, P.S. & Sub-Registry Office Singur in J.L. No. 84 Khatian No. 1423, Dag No. 1441 in the district of Hooghly more fully and particularly described in the Schedule thereunder written.

C. By another Kobala dated the 8th day of June 2006 made between Tapan Kumar Das, Shyam Sundar Das, Swapan Kumar Das, Ashok Kumar Das, Sandhya Rani Das and Amit Kumar Das therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Singur in Book No. I, Volume No. 4, Pages 6305 to 6339, Being No. 2582 for the year 2006, the said Tapan Kumar Das, Shyam Sundar Das, Swapan Kumar Das, Ashok Kumar Das, Sandhya Rani Das and Amit Kumar Das for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Vendor herein All That the piece and parcel of land containing an area of 9 Bighas 1 Cottah and 13 Chittacks equivalent to 299 Sataks be the same a little more or less situate lying at Mouza Ramnagar, P.S. & Sub-



Registry Office Singur in J.L. No. 84, Khatian No. 1423, Dag No. 1441 in the district of Hooghly more fully and particularly described in the Schedule thereunder written.

D. By an Indenture of Conveyance dated the 30th day of March 2007 made between Tarapada Ghosh, Lakshmikanta Ghosh, Narayan Ghosh, Krishna Gopal Ghosh, Shridhar Ghosh, Haripada Ghosh, Jashoda Pal, Saraswati Ghosh, Mangala Ghosh, Karabi Ghosh and Purnima Ghosh therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Singur in Book No. I, Volume No.1, Pages 11091 to 11108, Being No. 804 for the year 2007, the said Tarapada Ghosh, Lakshmikanta Ghosh, Narayan Ghosh, Krishna Gopal Ghosh, Shridhar Ghosh, Haripada Ghosh, Jashoda Pal, Saraswati Ghosh, Mangala Ghosh, Karabi Ghosh and Purnima Ghosh for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Vendor herein All That the piece and parcel of land comprised in the following:-

R.S. Khatian No.	L.R. Khatian No.	Dag No.	Area
137	562	1699	96 Sataks
136	562	1700	58 Sataks



be the same a little more or less situate lying at Mouza Ramnagar, P.S. & Sub-Registry Office Singur in J.L. No. 84, Khatian No. 1423, Dag No. 1441 in the district of Hooghly more fully and particularly described in the Schedule thereunder written.

E. By another Indenture of Conveyance dated the 5th day of April 2007 made between Gautam Agarwala and Amit Agarwala therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Singur in Book No. I, Volume No.1, Pages 11890 to 11907, Being No. 858 for the year 2007, the said Gautam Agarwala and Amit Agarwala for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Vendor herein All That the piece and parcel of land comprised in the following:-

R.S. Khatian No.	L.R. Khatian No.	Dag No.	Area
1438, 1442	1399	1441/2555	13 Sataks
	1071	1699	48 Sataks
	457/1	1700	74.5 Sataks

be the same a little more or less situate lying at Mouza Ramnagar, P.S. & Sub-Registry Office Singur in J.L. No. 84, Khatian No. 1423, Dag No. 1441 in the district of Hooghly more fully and particularly described in the Schedule thereunder written.



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F. The Vendor herein thus became absolutely seized and possessed of otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 920.5 sataks as per the aforesaid deeds be the same a little more or less in Mouza Ramnagar, P.S. Singur, J.L. No. 84, in the District Hooghly, comprised in –

L.R.KHATIAN NO.	L.R.DAG NO.	AREA	
1423	1441	33 Sataks	
1423	1441	299 Sataks	
1423	1441	299 Sataks	
562	1699	96 Sataks 58 Sataks 13 Sataks	
562	1700		
1399	1441/2555		
1071	1699	48 Sataks	
457/1	1700	74.5 Sataks	
	Total	920.5 sataks	

G. The Vendor got its name duly mutated with the Block Land & Land Reforms Officer, Singur and upon such mutation a new L.R.Khatian number being 1798 was granted to the Vendor, but on such mutation there remained difference in the following Dags as per mutation record and as per purchase deeds as aforesaid:-

L.R.KHATIAN NO.	DAG NO.	AREA		
1798	1441/2555	10 sataks		
- Do -	1699	143 sataks		
- Do - 🦽	1700	116 sataks		
Do- 🧨	1441	266 sataks		
-Do- 19	1441/2928	06 sataks		
	Total:	541 Sataks		

the aforesaid land is more fully and particularly described in the **Schedule** hereunder written (hereinafter collectively referred to as the 'said land').



- H. The Vendor herein is in possession of the said land and had recorded its name in the Block Land & Land Reforms Officer, Singur.
- I. Thus the Vendor has agreed to sell and the Purchaser has agreed to purchase All That the piece and parcel of land containing an area of 541 sataks be the same a little more or less out of the said land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trusts whatsoever nature at and for the consideration of Rs.1,10,25,000/- (Rupees One Crore Ten Lacs Twenty Five Thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.1,10,25,000/- (Rupees One Crore Ten Lacs Twenty Five Thousand) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said land) the Vendor doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the piece and parcel of land measuring 541 sataks be the same a little more or less situate lying at Mouza Ramnagar, P.S. Singur, J.L. No. 84, in the District Hooghly, comprised in-

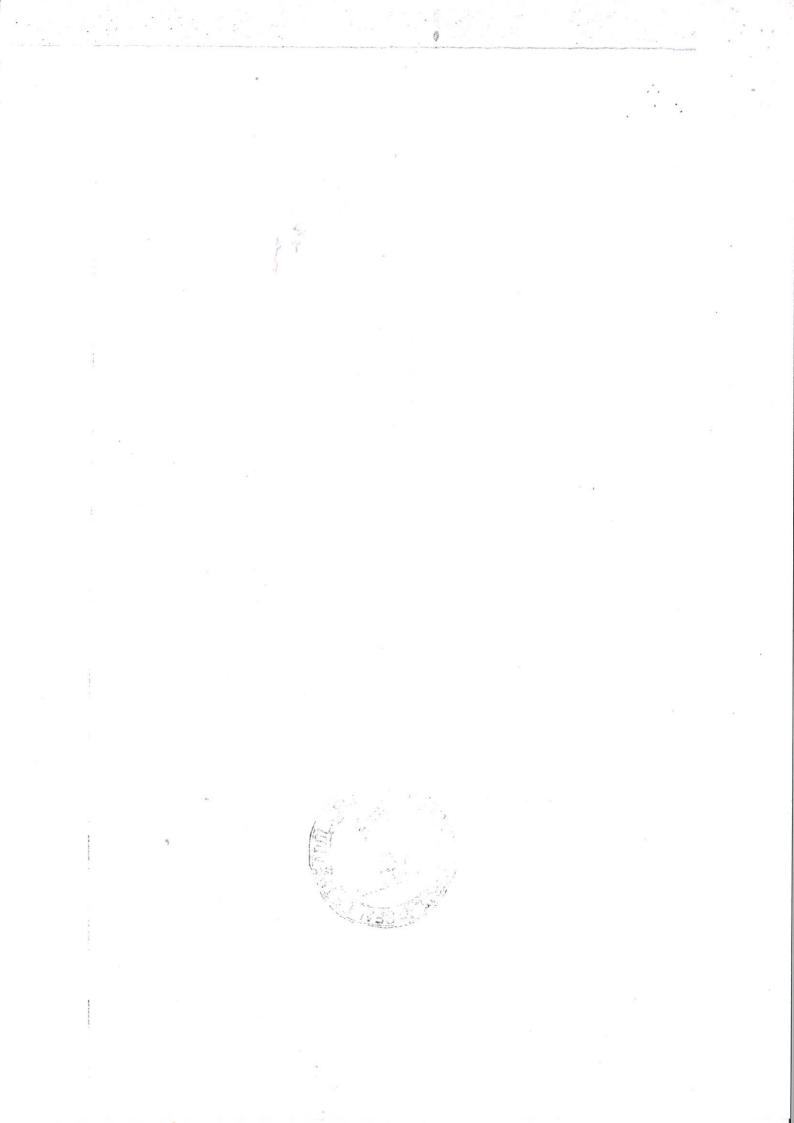


L.R.KHATIAN NO.	DAG NO.	AREA 10 sataks	
1798	1441/2555		
- Do -	1699	143 sataks	
- Do -	1700	116 sataks	
-Do-	1441	266 sataks	
-Do-	1441/2928	06 sataks	
	Total:	541 Sataks	

more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the "Said Land") OR HOWSOEVER OTHERWISE the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all boundary walls areas sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom they may procure the same without any action or suit TO HAVE AND TO HOLD the said land hereby sold granted, conveyed, transferred assigned and assured or otherwise expressed or intended so to be and



every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendor doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing by the Vendor or its predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed or thing whatsoever as aforesaid the Vendor has now in themselves good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them AND that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendors and all persons lawfully or equitably claiming any estate or interest having or



whatsoever in the said land or any part thereof from under or in trust for them the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an area of 541 sataks be the same a little more or less situate lying at Mouza Ramnagar, P.S. Singur, J.L. No. 84, in the District Hooghly, comprised in –

KHATIAN NO.	DAG NO.	AREA
1798	1441/2555	10 sataks
- Do -	1699	143 sataks
- Do -	1700	116 sataks
-Do-	1441	266 sataks
-Do-	1441/2928	06 sataks
	Total:	541 Sataks

butted and bounded in the manner following:-

ON THE NORTH:

Part of Plot No.1441.

ON THE EAST

Part of Plot No.1441.

ON THE SOUTH :

Part of Plot Nos.1441/2555 and

Plot No. 1698 and Plot Nos. 1701, 1702,

1703, 1704, 1705 and 1706.

ON THE WEST

By Durgapur Express Highway and

Plot No.1691.



IN WITNESS WHEREOF the Vendor hereto has hereunto executed these presents on the day month and year first above written.

been affixed to these presents by Mr.

Nishant Jain, Director of the Vendor who have been so authorized by the resolution of the Board of Directors of the Vendor dated 6. November 2007 and who have also signed these presents in the presence of:

1. Ganesh N. Jojodia.
Advocate

C, ald Post Ofice Street,

Kolkata- Foosl.

Suget Rey

6. alef Pont- affice Street

Kallache — 1

PYRAMID REALCON PVT. LTD.

pikhaud. Jam

Director



RECEIVED of and from the withinnamed Purchaser the within-mentioned sum of Rs.1,10,25,000/- (Rupees One Crore Ten Lacs Twenty Five Thousand) only being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

DATE CHEQUE NO. BANK/BRANCH

14.11.2007

428487

Standard Chartered, Chowringhee Branch,

Kolkata.

Rs.1,10,25,000.00

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PYRAMID REALCON PVT. LTD.

wishaut - Jan

Director

WITNESSES:

Garsh N. Jajodia.

Advocate

6,0ld los+Office Street,

Kolkata-Zooool.

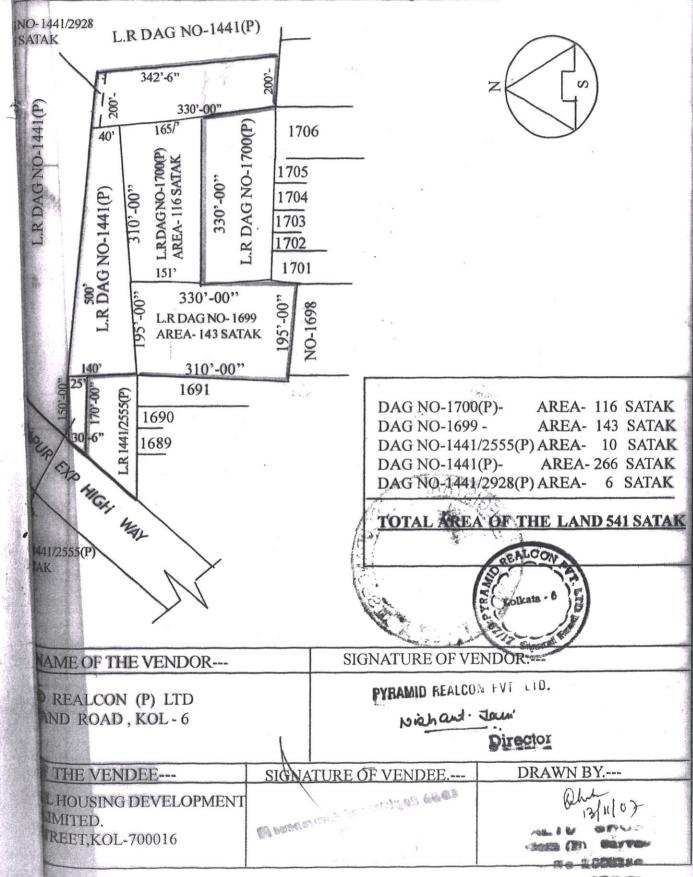
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** SALE DEED PLAN **

OF L.R DAG NO-1699, 1700(P),1441(P),1441/2555(P) &1441/2928(P), MOUZA-AMNAGAR, J.L NO-84, P.S.-SINGUR, D.S.-HOOGHLY, AREA OF THE LAND-541 SATAK.

REA OF THE LAND SHOWN BY RED COLOUR. (map not to scale)

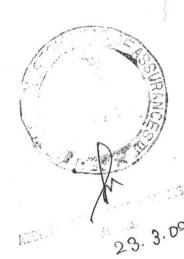


SPECIMEN FORM FOR TEN FINGERPRINTS

L.R.DAG MNAGAR 1 EA OF TH	200	Little	Ring	Middle	Fore	Thumb
F1441/2928 TAK TAK 11(E)	Sask			(left	Hand)	
Г. В DVG ИО-1441(Б.) 9 — 1441(Б.)	<i>A</i>	Thumb	Fore	Middle (right	Ring Hand)	Little
140°	Nich and Jami	Little Thumb	Ring	Middle (left	Fore Hand)	Thumb
120.00 120.00 120.00	3.	·		(right	Hand)	
#1/2555(P) AK	3 V 20	Little	Ring	Middle (left	Fore Hand)	Thumb
VAME OF TH		Thumb	Fore	Middle (right	Ring Hand)	Little
D REALCON AND ROAD,	*					
© THE VEING I CLHOUSING I UMITED. © TREET,KOL-7		Little	Ring	Middle (left	Fore Hand)	Thumb
		Thumb	Fore	Middle (right	Ring Hand)	Little



DATED THIS 15th DAY OF November 2007



ABSS THE STREET

1 5 NOV 2007

BETWEEN

PYRAMID REALCON PRIVATE LIMITED

AND

BENGAL DCL HOUSING DEVELOPMENT COMPANY LIMITED

CONVEYANCE

VICTOR MOSES & CO., SOLICITORS & ADVOCATES, 6, OLD POST OFFICE STREET, KOLKATA-700 001.