भारतीय गेर न्यायिक

एक सौ रुपये

₹. 100



Rs. 100
ONE
HUNDRED RUPEES

साम्बद्धाः जयते

INDIA NON JUDICIAL

পশ্চিমৰঙগ पश्चिम बंगाल WEST BENGAL

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October, 2010

Two Thousand Ten BETWEEN SMT. PURABIKA GHOSH, wife of Shri Samaresh Chandra Ghosh, by faith Hindu, Occupation -Housewife, residing at 50E, Bandel Road, P.S. - Kareya District -24-Parganas(South), Kolkata - 700 019, hereinafter referred to as the VENDOR (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators, successors and assigns) of the FIRST PART AND (1) COMPANIEN TRADERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (2) COMPASS VINMAY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (3) BRIGHTEX PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (4) CITILINE VYAPAR PRIVATE LIMITED, a company incorporated under the Companies act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (5) APURVA COMMO TRADE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (6) ANJANI MARKETING PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (7) AJANTA DEALERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (8) KUSUM AGENTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (9) LAXMI TRADECON PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (10) MILESTON DISTRIBUTORS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (11) NEPTUNE DEALERS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (12) NUTSHELL MARKETING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (13) ORCALE COMMERCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (14)

PURBASA MERCHA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (15) GENETEX COMMERCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (16) JETAGE VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (17) SHMPHONY COMMODITIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (18) SOLDEX VINAMAY PRIVATE LIMITED, a Company incorporated under the Companies Act. 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001 (19) FRONTRAD VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (20) GOODWIN SALES AGENCY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (21) GOODWILL VINMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar

Court, 18, Rabindro Sarani, Kolkata-700001, (22) FINETRADE AGENCY PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (23) GENTEX TRADING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (24) INTEGRAL VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (25) DIGNITY TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (26) GAINWELL SUPPLIERS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (27) ULEKH SALES AGENCY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, purchasers Nos. 1 to 27 represented by their Common Director NANI GOPAL DAS, son of Late Madan Mohan Das, working for gain at 18, Rabindra Sarani, Kolkata-700017, (28) S.N. POWERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700017, (29) NATURAL TOWERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Poddar Court, 18, Rabindro Sarani, Kolkata-700001, (30) LORD SINHA DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700017, duly represented by its' Director MANISH SHARMA, son of Sri M. K. Sharma working for gain at 9A, Lord Sinha Road, Kolkata-700017, hereinafter collectively referred to as the PURCHASERS (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors or successors-ininterest and assigns) of the SECOND PART AND GREEN HIGH DEVELOPERS PVT. LTD., a Company incorporated under the Companies Act, 1956 having its registered office at 29, Rajdanga East Main Road, Rash Behari Connector, Kolkata - 700 107, represented by its Director SRI GAUTAM SAHA, son of Late Santosh Saha AND SRI GAUTAM SAHA, son of Late Santosh Saha, working for gain at 29, Rajdanga East Main Road, Rash Behari Connector, Kolkata - 700 107, hereinafter collectively referred to as the CONFIRMING PARTY (which term or expression shall unless repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and assigns) of the THIRD PART.

WHEREAS:

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

absolute Owners by the said deceased Satish Chandra Paramanik and enjoyed the said property in ejmali rights thereto free from all encumbrances.

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

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

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

 Deed remain the lawful owner of land measuring 9 Bighas

3 Cottahs and divided the said land into "A", "B", "C", "D" and "E" Block for sale.

- G. By a Deed of Conveyance for the year, 1980 made by and between Nagendra Nath Sastri, therein referred to as the Vendor of the One Part and Sri Haran Chandra Das, therein referred to as the Purchaser of the Other Part and registered at the office of Additional Sub-Registrar, Alipore, in Book No. I, Being No. 2999 for the year 1980, the Vendor therein for the Consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the piece and parcel of land demarcated as Block "E" measuring about 1 Bigha 3 Cottahs in C.S. Khatian No. 133, R.S. Khatian No. 189, C.S. Dag No. 448 comprising of R.S. Dag No. 455, Mouza Madurdaha, J.L. No. 12, Resa 212, Touzi No. 2998, P.S.-Jadavpur presently P.S. Tiljala, District 24 Parganas (South).
 - H. In the said land Sudhir Malik, Bishtu Halder and Nirmal Halder is also making cultivation in about one third area.

 The said Sudhir Malik, Bishtu Halder and Nirmal Halder by a registered Deed of Sale duly sold their respective right of cultivation on the said portion of land to the said Sri

Haran Chandra Das. The said Deed was duly registered at the Office of the Additional District-Sub-Registrar at Alipore, in Book No. I, Being No. 5760 for the year 1980.

- 1. One Purna Chandra Darik alias Das was also making cultivation in a portion of the said land. By a registered Deed of Sale the said Purna Chandra Darik alias Das duly sold transferred and conveyed his cultivation right to and in favour of Sri Haran Chandra Das for the Consideration mention therein. The said Deed of Sale was duly registered at the office of Additional District Sub Registrar at Alipore in Book No. I, being No. 5894 for the year 1980.
- J. Thus the Haran Chandra Das alone hereinafter became the absolute lawful Owner of Block "E" that said land measuring about 1 Bigha 3 Cottahs, described the land into small plots and offered for Sale.
- K. By a Deed of Conveyance dated 26.09.1980 made by and between Haran Chandra Das, therein referred to as the Vendor of the One Part and Smt. Kalyani Chakraborty, wife of Sri Haran Chakraborty, therein referred to as the Purchaser of the Other Part and registered at the office of

the Sub - Registrar of Alipore, in Book No. I, Volume No. 309, Pages 55 to 60, Being No. 7911 for the year 1980, the Vendor therein for the Consideration and on the terms and condition as mentioned therein duly sold and conveyed to the Purchaser therein ALL THAT piece and parcel of land demarcated as Block "E" measuring about 3 Cottahs 1 Chittack 19 Sq.ft. all situated at Plot No. 32, C. S. Khatian No. 133, R.S. Khatian No.189, C.S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, J.L. No. 12, Resa 212, Mouza - Madurdaha, P.S. (Jadavpur) Kasba, District-24-Parganas (South) also under the limit of Kolkata Municipal Corporation.

between Smt. Kalyani Chakraborty, wife of Sri Haran Chakraborty, therein referred to as the Vendor of the One Part and Smt. Purabika Ghosh, wife of Sri Samaresh Chandra Ghosh, wife of Sri Samaresh Chandra Ghosh, wife of Sri Samaresh Chandra Ghosh, therein referred to as the Purchaser of the Other Part and registered at the office of the Sub – Registrar of Alipore, in Book No. I, Volume No.123, Pages 294 to 301, Being No.8013 for the year 1991, the Vendor therein for the Consideration and on the terms and conditions as mentioned therein duly sold and conveyed to the Purchaser

therein ALL THAT piece and parcel of land demarcated as Block "E" measuring about 3 Cottahs 1 Chittack 19 Sq.ft. all situated at Plot No. 32, C. S. Khatian No. 133, R.S. Khatian No. 189, C.S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, J.L. No. 12, Resa 212, Mouza – Madurdaha, P.S. Jadavpur, now Tiljala, District-24-Parganas (South) also under the limit of Kolkata Municipal Corporation.

- M. Thus the Vendor alone hereinafter became the absolute Owner of all that the said Municipal Premises No. 704, MADURDAH (Madurdaha), Kolkata - 700 099, morefully described in the First Schedule hereunder written and hereinafter referred to as the said premises.
- N. The Vendor agreed to sell and the purchasers agreed to purchase ALL THAT piece and parcel of land measuring about 3 Cottahs 1 Chittack 19 Sq.ft. be the same a little more or less together with the structure thereon morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said premises.
 - O. At or before the execution of these presents, the Vendor and Confirming Party jointly and severally has represented, assured and undertaken to the purchasers and given warranties and indemnities as follows:-

- of the said premises and appurtenant thereto, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments etc. whatsoever.
- (ii) That the Vendor herein has a clear marketable title
 in respect of the said premises and appurtenant
 thereto and is in khas possession of the premises
 without any claim or demand, interruption,
 disturbance or hindrance of any nature
 whatsoever.
- (iii) That the Vendor herein is the only owner of the said premises and no one else has any right, title, interest, claim and/or demand in respect of the said premises or any part or portion thereof.
- (iv) That the Vendor herein has not deposited, pledged, given as a security, collateral or otherwise with any bank, financial institution, or any person or persons, firm or company any of the original title

deeds in respect of the said premises with an intention to create equitable mortgage or as security for payment of any money or performance of any act or otherwise.

- subject of any notice of acquisition and/or requisition and/or the subject matter of alignment either by the Government of West Bengal, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Kolkata Municipal Corporation or Government of India or any other authority or authorities appointed in this regard by the Central and State Governments and the Vendor neither has any knowledge nor has received any notice about the same.
 - (vi) The Vendor will get his name mutated in the record of Kolkata Municipal Corporation at his own cost and pay upto date tax bills and other outgoings in respect of the said premises.
 - (vii) That the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and

assured or expressed or intended so to be or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceedings pending against the Vendor or any of them for realization of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Recovery Act or any other Act for the time being in force.

- (viii) That there is no legal bar or impediment on the part of the Vendor to grant, sell, convey, transfer, assign and assure the premises.
- (ix) That the Vendor herein being the owner of the said premises neither had or has sold nor had entered into any Agreement for Sale and/or Memorandum of Undertaking, nor executed any Memorandum of Deposit of Title Deeds, nor deposited the title deeds nor created any third party right in respect of any

part or portion of the said premises by way of lease and/or agreement to lease and/or agreement for tenancy and/or any agreement for sale and/or any other agreement and/or arrangement by which any third party's right and/or rights of possession or otherwise, is created and/or is intended to be created in favour of any third party and was and still is in khas possession of the said premises.

- (x) That no suit and/or litigation is presently pending and/or instituted by any person and/or persons claiming any right over and in respect of the said premises of any part or portion thereof.
- (xi) That the Vendor herein and/or his predecessors in title are in continuous uninterrupted possession of the said premises.
- (xii) That the Vendor herein shall be wholly responsible and liable for all the costs, charges, expenses and consequences arising out of any misrepresentation on the part of the Vendor and/or in case if any defect is found in the title of the Vendor herein, in respect of the said premises, or any part and/or

portion thereof and the Vendor herein shall remain responsible for the same, for all times hereafter and further indemnify and keep the purchasers saved, harmless and indemnified against all suits, actions, claims, demands and proceedings.

- (xiii) That the Vendor has no difficulty in complying with all his obligations hereunder.
- (xiv) The Vendor will handover all the original documents of title the corporate tax bills, rents bills and all other documents electricity bills relating to the said premises.
- P. Relying on the aforesaid assurances, representation, undertakings and warranties of the Vendor herein and believing the same to be true and correct and acting on the faith thereof, the purchasers, herein has agreed to purchase and acquire the said premises, as morefully described in the First Schedule hereunder written and on the terms and conditions as mentioned herein.
 - Q. It is expressly clarified, understood and confirmed that it is only on the basis of the aforesaid assurances.

representations, undertakings, warranties and indemnities of the Vendor that the Purchasers herein agreed to purchase and acquire the said premises and would not have otherwise agreed to purchase the said premises nor would has agreed to pay the amount as hereinafter appearing, in the absence of any of such representations, undertakings, warranties, assurances and indemnities by the Vendor herein.

R. The Vendor has agreed to sell and the purchasers have agreed to purchase the said premises having an area of 3 Cottahs 1 Chittacks 19 Sq.ft., morefully described in the First Schedule hereunder written free from all charges, mortgages liens, lispendens, litigations at and for the consideration of Rs.20,00,000/- (Rupees Twenty lacs) only and on the terms and conditions as will appear hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and relying on the representation of the Vendor and believing the same as true and correct and in consideration of the sum of Rs.20,00,000/- (Rupees Twenty lacs) only paid by the purchasers to the Vendor on or before the execution of these present (the receipt whereof the Vendor doth

hereby admit and acknowledge and discharge and release the said land and every part thereof unto the purchasers) the vendor doth hereby sell, grant, convey, transferred by way of sale, assign and assure unto the purchasers and hereby release relinquish and transfer all his right title interest in respect of or concerning ALL THAT the piece and parcel of land having an area of 3 Cottahs 1 Chittacks 19 sq.ft. together with structure thereon situated at Municipal Premises No. 704, Mouza-MADURDAH (Madurdaha), Kolkata-700099 more fully and particularly described in the First Schedule written hereunder (and hereinafter referred to as the said premises) free from all encumbrances, charges, liens and lispendens OR HOWSOEVER OTHERWISE the said land or any part thereof now are or in or hereto before were or was situated, butted, bounded, described or distinguished TOGETHER WITH all areas, privileges easements, appendages and appurtenances and other amenities whatsoever thereunto belonging or in anywise appertaining thereto to be held used or occupied therewith or known as part and parcel thereof and the reversion or reversions remainder or remainders yearly, monthly and other rents issues and profits thereof. AND ALL estate right title interest claim and demand whatsoever of the vendor unto upon or in respect of the said premises and every part thereof AND ALL DEEDS PATTAS WRITINGS AND documents and evidences of Title relating thereto or any part thereof which now are or may hereinafter be in the possession or custody of the vendor or any person or persons from whom the vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and all singular the premises hereby sold, conveyed, transferred unto and to the use of the purchasers in free simple in possession free from all encumbrances, charges, mortgages, liens and lispendens whatsoever absolutely forever with the purchasers and the vendor doth hereby covenant and agree with the purchasers, that NOT WITHSTANDING any act deed or things done or committed or knowingly permitted or suffered to the contrary by the Vendor or any of his predecessors-in-title, the Vendor has good right full power and absolute authority to sell grant convey transfer assign and assure the said premises unto and to the purchasers in the manner aforesaid AND THAT the purchasers shall hold the said premises free and clear and freely and clearly and absolutely acquitted and forever released and discharged by the Vendor and well and sufficiently save, defended kept harmless and indemnified of from and against all matter and other estate, right, title, interest, encumbrances, charges, whatsoever made done, occasioned, suffered by the Vendor or any of his predecessor-in-title from any person or persons equitably or lawfully claiming through under or in trust for the Vendor AND FURTHER THAT the Vendor and all persons equitably or lawfully claiming any estate or interest in the said premises or any part thereof from under or in trust for the Vendor or from or under any of his predecessor-in-title, shall and will at all times hereafter at the request and cost of the purchasers do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and morefully and perfectly assuring the said premises and every part thereof unto and to the use of the purchasers as may be reasonably required and the Vendor doth hereby further covenant and assure the purchasers that no part of the said premises is vested with Government or any semi Government authority AND the Vendor has good right, full power and absolute authority to sell the same in the manner aforesaid and FURTHER THAT the Vendor shall and will hand over all documents and relating papers to the purchasers AND FURTHER THAT the Vendor doth hereby undertake to pay all outstanding rents and taxes, govt. revenue and all other impositions, whatsoever of nature due payable by the Vendor or any of his predecessor-in-title in respect of the said premises upto the date of these presents AND WHEREAS the purchasers shall has every right to construct building and also having full authority to transfer, right, title, interest in the said premises.

The Vendor doth hereby irrevocably nominate, constitute and appoint in his place and stead and put and appoint the purchasers as his Attorney to act through its authorized representative to be the true and lawful attorney of the Vendor to act on his behalf and in his name and to do all such things as the said Attorney shall think fit and in particular to ask demand sue for recovery realize and receive the said premises transferred and every apart thereof from all persons liable to deliver or pay the same respectively and on delivery or payment thereof to give valid and effective receipts and discharge for the same respectively and to commence and prosecute or defend any action suit or other proceedings whatsoever relating to the said premises debts and outstanding hereby transferred or any part thereof and also to adjust settle compound compromise all accounts transactions suits and proceedings whatsoever relating to said premises and or sign execute register any deed documents declaration affidavits before any authorities concerned including all Registration authorities semi-government authorities etc. all or any of the purpose aforesaid to use the name of the Vendor but at the cost of the purchasers and from time to time appoint substitute or substitutes and revoke such appointment at pleasure and generally to execute perform and do any other act deed or things whatsoever in relations to the said land and premises as aforesaid as fully and effectually as the Vendor could personally do if these presents has not been executed by the Vendor. The Vendor hereby ratifying and agreeing to ratify and confirm whatsoever the purchasers or any one of them or any substitute appointed by them shall do execute or cause to be done or executed and also agreeing not to revoke the power hereby conferred or any part thereof at any time hereinafter.

THE FIRST SCHEDULE ABOVE REFERRED TO

act at District 24 Parganas (South), P. S.-Jadavpur, presently P.S. - Tiljala, Touzi No. 2998, Resa No. 212, J.L. No. 12, Municipal Premises No. 704, MADURDAH (Madurdaha), C.S. Khatian No. 133, R.S. Khatian No. 189, C.S. Dag No. 448, R.S. Dag No. 455 being part of Municipal Premises No. 704, MADURDAH (Madurdaha), C.S. MADURDAH (Madurdaha), Kolkata - 700 099 within the Ward No. 108 of Kolkata Municipal Corporation morefully and particularly shown in the map or plan borders in RED INK.

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

SIGNED

SEALED

DELIVERED by the VENDOR at

1 lyhos.

Kolkata in the presence of:

Tie to Tan Amorai.

SIGNED

SEALED

AND

DELIVERED by

the

PURCHASERS at Kolkata in the

presence of:

icalkata-71

Shashi Bhoom Timey (1) COMPANIEN TRADERS PRIVATE LIMITED

(2) COMPASS VINMAY PRIVATE LIMITED

(3) BRIGHTEX PRIVATE LIMITED

(4) CITILINE VYAPAR PRIVATE LIMITED

(5) APURVA COMMO TRADE PRIVATE LIMITED

(6) ANJANI MARKETING PRIVATE LIMITED

(7) AJANTA DEALERS PRIVATE LIMITED

(8) KUSUM AGENTS PRIVATE LIMITED (9) LAXMI TRADECON PRIVATE LIMITED

(10) MILESTON DISTRIBUTORS PRIVATE LIMITED

(11) NEPTUNE DEALERS PRIVATE LIMITED

(12) NUTSHELL MARKETING PRIVATE LIMITED

(13) ORCALE COMMERCE PRIVATE LIMITED (14) PURBASA MERCHA PRIVATE LIMITED

(15) GENETEX COMMERCE PRIVATE LIMITED

(16) JETAGE VINIMAY PRIVATE LIMITED

(17) SHMPHONY COMMODITIES PRIVATE LIMITED

(18) SOLDEX VINAMAY PRIVATE LIMITED

(19) FRONTRAD VINIMAY PRIVATE LIMITED

(20) GOODWIN SALES AGENCY PRIVATE LIMITED

(21) GOODWILL VINMAY PRIVATE LIMITED

(22) FINETRADE AGENCY PRIVATE LIMITED

(23) GENTEX TRADING PRIVATE LIMITED

(24) INTEGRAL VINIMAY PRIVATE LIMITED

(25) DIGNITY TRADERS PRIVATE LIMITED

(26) GAINWELL SUPPLIERS PRIVATE LIMITED

(27) ULEKH SALES AGENCY PRIVATE LIMITED

NANI GOPAL DAS, DIRECTOR.

OF PURCHASERS Nos. 1 to 27

(28) S. N. POWERS PRIVATE LIMITED

(29) NATURAL TOWERS PRIVATE LIMITED

(30) LORD SINHA DEVELOPERS PRIVATE LIMITED

Shaohi Bhushan Firmy 9A, Lord Sinha Road Kal-700071 MANISH SHARMA, DIRECTOR

OF PURCHASERS Nos. 28 to 30

SIGNED SEALED AND

DELIVERED by the

CONFIRMING PARTY at

Kolkata in the presence of:

GREEN HIGH DEVELOPERS PVT. LTD.

Authorised Signatory of SRI GAUTAM SAHA

CONFIRMING PARTY

Drafted by :

Awar ku Ray.

Awani Kumar Roy Advocate WB/1927/1978 (SRI GAUTAM SAHA)

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers, the within mentioned sum of Rs.20,00,000/- (Rupees Twenty lacs) only as full and final consideration money as per memo below:

Rs.20,00,000/-

Paid by various Cheques

Rs.20,00,000/-

Rs.20,00,000/-

(Rupees Twenty lacs) only.

WITNESSES : -

1. Islat au Advicati.

50 F. Bond los Va

Phosh

SITE PLAN FOR MADURDAHA LAND, AREA DE LAND.

10 SIGHA OR 200 KATHAS, MOUZ-MADURDAHA, DAG NO
-155 2 457, KHATIAN NO-187 2 189, R.S. NG-212, J.L. NO-12

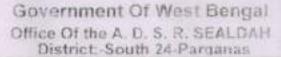
K-M-C. WARD NO-108, KOLKATA-700099, RS= TILBALA

4	15	WARD NO-108		00099,845_	I IL SALE
	PURRBIKA GHOSH P-3	0	283'FT-		1
	S.K. DUTTA P-34	DIPIKA DA	-MOKRABO	RTY MUKHER P- F/I	
77,36.97	PRASANTA DEY PRASANTA DEY P-35 TAPATI BHATTACHAROPA	DAS	KISHORA LAL GUA P-30	E PRATIA	HIVINDITA
	P-36 MANICK RATAN DATTA P-37	PATTA P-31A LALIT MOHAN	DAPTAR P-27	SAILEN CH SARKAR	BIEVERS TO
	PATTA	P-26	RUPA NAND	P-23	P-22 >
	P-38 MANICE RATEN LATTA	TARAN P. GHOSH 25		DIPTI SE P-20	NANDA SEN P-21
	P-39 MANICK RATAM DATT A	PRITHWISH RAY P-18	DAS BAKSHI P-19		BIDHAN CHOWNER
	P-40 MANICK RATAN DATEM	RING RAY	SHARNA BAKSHI P-16	P-15	W.
	P- 41 BISWAJIT MUKHERJEE	BHARATI MITRA, *** P-10	TAIPTI BANERJEE Pall	DEB P-12	BITHIKA B. DALLY DATEA P-13
0	PRADIP BASU	CE. TESTING	C.E. TESTING	SUBHRA PRADHAN P-DA	ANIMA BASU P-9
	20 YOUTH DEY	P-7 DIPANKAR DASGUPTA	dubode GHOSH P-5	REBA LAHIRI P-6	MANJIMA LIMIRI R-6A
	AL A. L.	P-4 UBHAS HALDER	RANA	DEBRUP MAJUMDER	ASOK KA.
V.	P-45	P-3	P-2	P-14	P-I

- 40' FT. K. M. C. WIDE ROAD

SPECIMEN FORM FOR TEN FINGERPRINTS

			Lang Finger	Ring	Finger A	Siddle Fi	oper Fo	re Finger	Triumb
РНОТО	forther .	Left		est Plan.					San
8	Nan. B		Thamb		Fore Finger		Middle Finger	Ring Finge	t Little Finger
		Right Hand							9
	10	Left Hang	Little Finger	Ring F	Inger M	ddie Fin	ger For	e Finger	Tnumu
以上	0		Thumb		Fore Fing	por	Middle	Ring Fincer	Little Flagra
	Righ	Right Hand	N. A.				Finger		
	1.0	Luit	Unite Finger Ring Pinger Middle Finger Fore Finger Tourids						
0	W	Hand							
	A		Thumb	F	Fore Fing	or T	Middle Pinger	Ring Finger	Ulifa Fingn
	0	Right Hand		•					
			Little Finger, Li	Ring Fir	nger Mic	idle Plág	er Fore	Finger	Thumla
6	*	Len Hand							
7 65	105		Thůmb	T	Fore Fings	QF	Middle Figuer	Ring Finger	Little Finger
	All Har	Right Hand				100			



Endorsement For Deed Number : 1 - 03068 of 2010

(Serial No. 03586 of 2010)

On 05/10/2010

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

Presented for registration at 10.10 hrs. on :05/10/2010, at the Private residence by Nam Gopal Designer of the Claimants.

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

Execution is admitted on 05/10/2010 by

- 1 Smt. Purabika Ghosh, wife of Shri Samaresh Chandra Ghosh., 50e, Bondel Road, Tharm Roads District South 24-Parganas, WEST BENGAL, India, P.O. - Pin 700019, By Caste Hindu By Profession. House wife
- Sri Gautam Saha
 Director, Green High Developers Pvt. Tid. 29, Rajdanga East Main Rd. District South 24 Parquoza. WEST BENGAL, India. P.O. Pin :-700107
 By Profession : Business
- 3 Nani Gopal Das Director, Companien Traders Pvt. Ltd. And Other 26 Company, 18, Patiendra Sarani, District South 24 Pargenas, WEST BENGAL, India, P.O.: Pin: 700001 By Protession: Susiness
 - Manish Sharma
 Director, S. N. Powers Pvt. Ltd. And Other 2 Company, 9a, Loro Sinna Rd, Distorational 24 Parquess
 WEST BENGAL, India, P.O. Pin -700017
 By Profession : Business

Identified By Shashi Brushan Tiwary, son of Late Ham Sinhasan Tiwary to Lard Hints in District South 24-Parganas, WEST BENGAL, India, P.O. Pin (27007), By Carre Hints De Profession, Others.

(Ajay Kumai Mukhirjee) ADDITIONAL DISTRICT SUB-REGISTRAR

On 06/10/2010

Payment of Fees:

Fee Paid in rupees under article: A(1) = 27104/- on 06/10/2010

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.-2464933-

Certified that the required stamp duty of this document is Rs.- 147896 is and the taking duty past its impressive Rs.- 100/-

(Ajay Kumar Mukhayes) ADDITIONAL DISTRICT SUB-PEDITITION

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsumentPage 1 of 2

12/10/2010 11:54:00

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

Endorsement For Deed Number : 1 - 03068 of 2010 (Serial No. 03586 of 2010)

On 12/10/2010

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

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

Deficit stamp duty

Deficit stamp duty

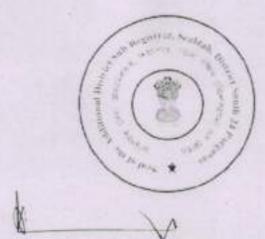
- Rs. 1000/- is paid, by the draft number 56565, Draft Date 06/10/2010, Bank Name State Bank of India. CALCUTTA MAIN BRANCH, received on 12/10/2010
- Rs. 146860/- is paid, by the draft number 56132, Draft Date 22/09/2010, Bank Name State Rook of India, CALCUTTA MAIN BRANCH, received on 12/10/2010

(Ajay Kumar Mukherjee) ADDITIONAL DISTRICT SUB-REGISTRAR

ADDITIONAL DISTRICT SUB-REGISTRAD
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 7 Page from 6338 to 6373 being No 03068 for the year 2010.



(Ajay Kumar Mukherjee) 25-November-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. SEALDAH West Bengal