

NAME DAMA AND MAN AND MAN ADD/ADV.

10 MAR 2010

SURAN ERJEE

Licensed Imp Vendor

2 A 3, K. S. Sau Road Man

(Stan Gury 1)

LEAGUE DISTRIBUTORS PVT. LTD.

PASSION DEALERS PVT. LTD.

PENTAGON SUPPLIERS PVT. LTD.

HORNBILL TRADECOM PVT. LTD.

JALAPENC SALES PVT. LTD.

GLADIOLUS MERCHANTS PVT. LTD.

CONNECT DEALCOM PVT. LTD.

JACKPOT TRADELINK PVT. LTD.

TWIN STAR DEALCOM PVT. LTD.

OMNI COMMODEAL PVT. LTD.

QUEENBEE SALES PVT. LTD.

ZEAL DEALCOM PVT. LTD.

LIMELIGHT MERCHANDISE PVT. LTD.

FLAME SALES PVT. LTD.
FOCUS DEALERS PVT. LTD.
SUCCESS COMMOSALES PVT. LTD.

Director/Authorised Signatory

Vinipenda kr. De

LAND

Page 1

Didno Dib Nodatrar-IV

Co. Registration ACT 1998

Control Boath 24 Parganes

1 5 MAR 2010

MR. SAMIRAN SARKER, (3) MR. ANJAN SARKER, all sons of Sri Haran Chandra Sarker, all residing at 5/1, Lake Avenue, Kolkata - 700 026, (4) MR. TAPAS KUMAR SINGHA, son of Late Shambhu Nath Singha, residing at Bibhav Bari Apartment, CA5/7, Deshbandhu Nagar, Baguihati, Kolkata - 700 059, (5) MR. AMAR NATH CHONGDER AND (6) MR. SAMAR NATH CHONGDER, both sons of Late Gourmohan Chongder, both residing at 16/1/1, Kailash Banerjee Lane, Howrah - 711 101, hereinafter referred to as the "VENDOR" (which expression shall mean and include its successors-in-office and/or assigns) of the FIRST PART; (1) AGNI DEALCOM PRIVATE LIMITED, (2) COMMITMENT VINCOM PRIVATE LIMITED, (3) CONNECT DEALCOM PRIVATE LIMITED, (4) DECAGON DEALERS PRIVATE LIMITED, (5) EKDANTA MERCHANDISE PRIVATE LIMITED, (6) FLAME SALES PRIVATE LIMITED, (7) FOCUS DEALERS PRIVATE LIMITED, (8) GLADIOLUS MERCHANTS PRIVATE LIMITED, HORNBILL TRADECOM PRIVATE LIMITED, (10) ICONIC SUPPLIERS PRIVATE LIMITED, (11) INNOVATIVE COMMOSALES PRIVATE LIMITED, (12) JACKPOT TRADELINK PRIVATE LIMITED, (13) JALAPENO SALES PRIVATE LIMITED, (14) JUNIPER COMMOTRADE PRIVATE LIMITED, (15) KAMAKSHYA VINIMAY PRIVATE LIMITED, (16) KSHITIJ VINCOM PRIVATE LIMITED, (17) LEAGUE DISTRIBUTORS PRIVATE LIMITED, (18) LIMELIGHT MERCHANDISE PRIVATE LIMITED, (19) OMNI COMMODEAL PRIVATE LIMITED, (20) PASSION DEALERS PRIVATE LIMITED, (21) PENTAGON SUPPLIERS PRIVATE LIMITED, (22) QUEENBEE SALES PRIVATE LIMITED, (23) QUICK COMMOSALES PRIVATE LIMITED, (24) SUCCESS COMMOSALES PRIVATE LIMITED, (25) TWIN STAR DEALCOM PRIVATE LIMITED, (26) WINSOME COMMODEAL PRIVATE LIMITED, (27) YOUTH VINCOM PRIVATE LIMITED AND (28) ZEAL DEALCOM PRIVATE LIMITED, all companies respectively incorporated under the Companies Act, 1956 and

FOCUS DEALFRE TVT. LTD. DECAGON DEALERS PVT. LTD. COMMITMENT VINCOM PVT. LTD) K MAKSHYA VINIMAY PVT LTD, KSHITIJ VINCOM PVT LTD,

Miles

WINSOME COMMODEAL PVT. LTD. YOUTH VINCOMPYT. LTD. QUICK COMMOSALES PVT LTD. INNOVATIVE COMMOSALES PVT TTO

JUNIPER COMMOTRADE PVT- 177. AGNI DEALCOM PVT. LTD. CONIC SUPPLIERS PVT. LTD.

'Firector/Authorised oignatory'



HS CHARITABLE TRUST 2 sound sugar

HS CHARITABLE TRUST

Augan Sanker

HS CHARITABLE TRUST

er Note Chongda

Anna mit couple

Mount Job Registrar-Registrar U/S7 (2) .. Registration ACT 1900 15 MAR 2010

each having their respective registered offices at 4, Fairlie Place, Room No. 102, Kolkata - 700 001, their respective Income Tax PAN Nos. being AAGCA 7797K, AADCC8134B, AADCC8133G, AADCD2948L, AACCE2807N, AABCF4387M, AABCF4386L, AADCG6186B, AACCI1876K, ААССЈ2605Н, AACCI2005G, AACCJ2607F, AADCK8105E, AADCK8106H, AACCJ2606E, AABCL6953B, AABCO2276L, AAFCP2662K, AABCL6954G, AAACQ2081N, AANCS6504P, AADCT3203G, AAACW9127B, AAACY4009Q and AAACZ3951G, each represented by its authorized signatory, MR. ALOKE GUPTA, son of Late Abani Mohan Gupta, collectively hereinafter referred to as the "PURCHASERS" (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the SECOND PART AND MRS. SUBHADRA DE, wife of Mr. Subhromoni De, residing at D-122, Saptaparm, 58/3A, Ballygunge Circular Road, Kolkata - 700 019, hereinafter referred to as the *CONFIRMING PARTY" (which expression shall mean and include her successors-in-interest and/or assigns) of the THIRD PART:

WHEREAS:

A. Under a Bengali Kabuliyat dated 21st February, 1945, registered with the Sub-Registrar Baruipur, in Book No. I, Volume No. 13, Pages 141 to 142, Being Deed No. 786 for the year 1945, whereunder one Annanda Prasad Hatui (alias Annanda Hatui alias Annanda Chattui), son of Kalachand Hatui (alias Kalachand Chattui alias Kalachand) has been described as the Donor and one Sarat Chandra Basu. Son of Janaki Nath Basu, has been described the Donee, the said Annanda Prasad Hatui acquired right, title and interest as stipulated therein in respect of, inter alia, All That the piece and parcel of danga land admeasuring 1 59 acres more or less, comprising the entirety of Dag No. 1399, Khatian No.219, L. No. 35, Mouza



HS CHARITABLE TRUST

Infons Eighn

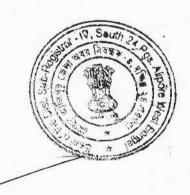


Sodentified legme Nonipudse Knomen De S/o deste Dr. Viranjan De 43/15, Thill Road Kol-31 Businers Registrar U/ST (2) of South St. Parguests

1 5 MAR 2010

Kodalia, Police Station Sonarpur, District 24 Parganas (South), hereinafter referred to as the "Said Larger Land".

- B. The said Annanda Prasad Hatui duly mutated his name in respect of the Said Larger Land in the records of the concerned Block & Block Land Reforms Office ride Khatian No. 992 and subsequently, the said Annanda Prasad Hatui acquired absolute right, title and interest in the Said Larger Land as a raiyat, which fact was also accepted and duly recorded in the revised records of rights published by the concerned Block & Block Land Reforms Office in respect of the said Dag No. 1399 (now known as L. R. Dag No. 1646) vide L. R. Khatian No. 48.
- C. By a Bengali Kobala dated 6th September, 1957, registered with the District Registrar, 24 Parganas, in Book No. I, Volume No. 73, Pages 83 to 90, Being No. 3945 for the year 1957, the said Annanda Prasad Hatui, therein described as the Vendor, sold and transferred the entirety of the Said Larger Land in favour of Anil Chandra Ghosh, son of Jagadish Chandra Ghosh and Smt. Nilima Ghosh, wife of the said Anil Chandra Ghosh, therein described as the Purchasers, and thus the said Anil Chandra Ghosh and Nilima Ghosh, jointly became the full and absolute owners of the entirety of the Said Larger Land, free from all encumbrances.
- D. The said Anil Chandra Ghosh died intestate on 8th December, 1979, leaving him surviving his wife Smt. Nilima Ghosh and two married daughters namely Smt. Subhadra De, wife of Subhromoni De (being the Confirming Party herein) and Smt. Sudatta Ghosh Dass, wife of Murari Mohan Dass, as his only legal heirs and heiresses, who thus collectively became entitled to the undivided 1/2 (one-half) share of the said Anil Chandra Ghosh in the Said Larger Land.



Registrat U/S & Regist.

Registrat U/S & Registration RCT 1308

- E. Thus, the said Nilima Ghosh, Subhadra De and Sudatta Ghosh Das respectively became entitled to an undivided 2/3rd (two-third), 1/6th (one-sixth) and 1/6th (one-sixth) share and/or interest each in the Said Larger Land.
- F. The said Sudatta Ghosh Dass died intestate on 2nd July, 1989, leaving her surviving her husband, namely, Murari Mohan Dass and one son, namely, Satrajit Ghosh Dass, as her only legal heirs, who thus jointly became entitled to the undivided 1/6th (one-sixth) share of the said Sudatta Ghosh Dass in the Said Larger Land.
- G. The said Nilima Ghosh died on 24th January, 1997, after publishing her last Will and Testament dated 19th September, 1989, registered with the Registrar of Assurances, Calcutta, in Book No. III, Volume No. 13, Pages 141 to 145, Being No. 442 for the year 1989, whereunder she appointed the said Subhadra De as the sole executrix of her said Will and, inter alia, bequeathed all her immovable properties including her share in the Said Larger Land in favour of the said Subhadra De.
- H. The said Subhadra De filed an application for grant of probate of the aforesaid last Will and Testament of the said Nilima Ghosh vide Probate Case No. 375 of 1997 before the District Delegate at Alipore, 24 Parganas (South), but the said probate application was objected to by the said Murari Mohan Dass and the said Satrajit Ghosh Dass, and thus the probate application was converted to a contentious suit, numbered as O.S. No. 6 of 2000 before the 2nd Additional District Judge at Alipore.



Plourist Sub Registra:

Registrat U/ST (2)

Registration ACT 1999

1 5 MAR 2010

- I. The said suit, being O. S. No. 6 of 2000, was subsequently settled and compromised amongst the parties thereto, namely, the said Subhadra De, Murari Mohan Dass and Satrajit Ghosh Dass, and in terms of such compromise, duly accepted by each of the parties before the Court, by an order dated 9th November, 2000, the said suit was decreed and allowed on compromise whereunder it was recorded that the said Subhadra De was to get probate of the said last will and testament of the said Nilima Ghosh and that probate be granted in favour of the said Subhadra De upon payment of the full court fees.
- J. The said Subhadra De subsequently complied with the aforesaid order dated 9th November, 2000, and in pursuance thereof, by an order dated 21st December, 2000, passed in the said O. S. No. 6 of 2000, probate of the said last will and testament of the said Nilima Ghosh was granted in favour of the said Subhadra De.
- K. Subsequently, the said Subhadra De filed a partition suit before the 10th Court of Civil Judge (Senior Division) at Alipore, being Title Suit No. 73 of 2001 against the aforesaid heirs of Sudatta Ghosh Dass, namely the said Satrajit Ghosh Dass and Murari Mohan Dass and by an order dated 7th March, 2003, the said Title Suit No. 73 of 2001 was decreed in terms of a comprise petition filed therein by all the parties to the said suit and in terms thereof, inter alia, the entirety of the Said Larger Land vested absolutely and for ever in favour of the said Subhadra De and a final decree in the aforesaid suit in terms of the said terms of settlement was passed on 16th March, 2004.
- L. Thus, the said Subhadra De, being the Confirming Party herein, became the full and absolute owner of the entirety of the Said Larger Land, being All That the



Moviet Bub Registrer-1\
Dec Registrer U/SY (2)
Registration ACT 1908
Registration BA Parguage
1 5 MAR 2010

piece and parcel of danga land admeasuring 1.59 acres more or less, comprising the entirety of R.S. Dag No. 1399, now L. R. Dag No. 1646, now L. R. Khatian No. 48, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of Rajpur-Sonarpur Municipality, herein referred to as the "Said Larger Land" and more specifically described in the FIRST SCHEDULE hereunder written, free from all encumbrances and in vacant, peaceful and physical possession.

1.59 Acres 1.e. 96K.

M. By an Indenture of Sale dated 17th March, 2008, registered on 18th March, 2008, with the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, CD Volume No. 5, Pages 1364 to 1380, Being No. 02329 for the year 2008, the said Subhadra De, therein described as the Owner/Vendor, sold and transferred in favour of the Vendor herein, namely H. S. Charitable Trust, therein described as the Purchaser, All That the demarcated portion of the Said Larger Land admeasuring 40 cottahs more or less (equivalent to 0.6611 acres more or less) hereinafter referred to as the "Subject Land", and more specifically described in the SECOND SCHEDULE hereunder written, free from all encumbrances.

(AON)

N. Subsequently, it transpired that due to inadvertence, the said deed dated 17th March, 2008 Being No. 02329 for the year 2008, records grant by the Confirming Party herein in favour of the Vendor herein, of easement right of common passage at the eastern side comprised in C.S. and R. S. Dag No. 1399, R.S. Khatian No. 219, being the Said Larger Land herein, when in fact there never was nor there existed any such common passage or otherwise, running or passing through any part or portion of the Said Larger Land, which error and/or discrepancy is now



Michigan Sub Rogistre.

M. M. Rogistrat U/S 7 (2) 4.

Rogistration ACT 1888

Rogistration ACT 1888

1 5 MAR 2010

sought to be rectified and/or amended by the Confirming Party, with the consent and concurrence of the Vendor herein.

- O. The Confirming Party and the Vendor declare, represent, warrant and undertake that there is no common passage running or passing through any part or portion of the Said Larger Land and further that save and except the Vendor (who is the present owner of the Subject Land) and Prime Creative Construction Private Limited (to whom the balance portion of the Said Larger Land has been sold and transferred by the Confirming Party herein) no other party or person has any manner of right or interest over any part or portion of the Said Larger Land, and the correct description and plan of the Subject Land are as stated in the SECOND SCHEDULE hereunder written and bordered RED on the plan annexed hereto.
- P. Thus, the Vendor herein represents that the Vendor became and is the full and absolute owner of the Subject Land, free from all encumbrances, liens, lispendens, mortgages, charges, debuttor, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, and is in vacant, peaceful and physical possession thereof.
- Q. The Vendor further represents that no part or portion of the Subject Land had or has been acquired and/or vested and/or has been the subject matter of any acquisition and/or vesting proceeding by any government or statutory authority and the Vendor further represents and undertakes that the Vendor has not dealt with the Subject Land and/or any part or portion thereof in any manner whatsoever nor created any third party right, title or interest therein and the Vendor is in vacant, free, peaceful and physical possession of the Subject Land, free from all encumbrances, with clear and marketable title



Morriet Sub Rogistra:

Registrat U/ST (2) of
Registration AGT 1998
Registration AGT 1998
Registration AGT 1998
Registration AGT 1998

- R. The Vendor represents that in order to achieve its objects and purpose and for the benefit of the Trust, the Vendor resolved to sell and transfer the Subject Land and duly invited quotations for sale of the Subject Land through private contract, and after complying with and fulfilling all the stipulations, covenants and obligations as stated in the deed of trust dated 1st January, 2001, governing the manner of operation and management etc. of the Vendor herein as also its assets and properties, the Vendor confirmed the sale of the Subject Land, free from all encumbrances, in vacant, peaceful and physical possession, in favour of the Purchaser No. 1 herein and its nominees.
- S. Relying on the aforesaid representations of the Vendor and the Confirming Party and acting solely on the faith and basis thereof, the Purchaser No. 1 herein along with its nominees, being the Purchaser Nos. 2 to 28 herein, have agreed to purchase the Subject Land in vacant free peaceful and physical possession, free from all encumbrances, liens, lispendens, mortgages, charges, bargas, attachments, acquisition, requisition, alignment etc. whatsoever or howsoever, in lieu of the consideration and on the terms and conditions recorded hereunder

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the aforesaid and in consideration of the total sum of Rs. 54,00,000/- (Rupees Fifty Four lacs only) paid by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby as also by the memo hereunder admits and acknowledges and of and from the same and every part thereof forever acquits, releases and discharges the Purchasers and each of them as well as the Subject Land) the Vendor doth hereby grants, sells, transfers, conveys, assigns



Merrian Sub Registrard

Registrar U/S 7 (2)

Registration ACT 1908

Registration ACT 1908

Registration ACT 1908

Registration ACT 1908

and assures to, unto and in favour of the Purchasers herein, All That the piece and parcel of danga land admeasuring 40 cottahs more or less (equivalent to 0.6611 acres more or less) being a demarcated portion of the Said Larger Land (which land is more specifically described in the FIRST SCHEDULE hereunder written) comprised in a portion of R.S. Dag No. 1399, L. R. Dag No. 1646, L. R. Khatian No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of Rajpur-Sonarpur Municipality, herein referred to as the "Subject Land" and more specifically described under the SECOND SCHEDULE hereunder written, and also shown in the plan attached hereto and bordered RED thereon and also shown in the plan attached hereto and bordered RED thereon free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttor, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession TOGETHER WITH all the ways paths passages under-ways sewers drains trees shrubs water courses rights lights liberties easements privileges advantages appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or any part thereof or with the same or any part thereof or taken as part held used occupied enjoyed reputed deemed taken or taken as part or parcel thereof or appertaining thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with furthermore all the estate, right, title, interest inheritance, use, possession, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon or in respect of the Subject Land and every part thereof AND all deeds, pattahs, muniments, writings and evidences of title which in any wise relate to the Subject Land or any part thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor, its executors, administrators or representatives or any person from whom



Marien Allo Responsible to Registration ACT 1566 September 24 Forgonse

the Vendor can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD OWN POSSESS AND ENJOY the Subject Land and each and every part thereof, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be TOGETHER WITH ALL rights, members and appurtenances thereof unto and to the use of the Purchasers, their respective executors, administrators, representatives and assigns absolutely and forever free from all encumbrances and liabilities AND the Vendor doth hereby covenants with and undertakes and warrants to the Purchasers (1) that the Vendor is absolutely entitled to the Subject Land free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttor, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever AND (2) that the interest which the Vendor doth hereby professes to transfer, sell and convey subsists and that notwithstanding any act, deed, matter or thing by the Vendor at any time done or executed or knowingly suffered to the contrary, the Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Subject Land hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents AND (3) that the Vendor has not at any time done or executed any deeds, documents or writings or knowingly suffered or been party or privy to any act, deed, matter or thing, whereby the Subject Land and/or any part thereof and all other rights, title hereby transferred, assigned and assured and/or intended so to be can or may be impeached, encumbered or affected in title AND (4) that the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the Subject Land and all other rights, title and benefits appurtenant thereto and receive and take the rents issues



MATTER Sub Registrat U/ST

Poglishation ACT 1966

Marcha South 24 Parguages

1 5 MAR 2010

and profits thereof and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from of or by the Vendor or any person or persons whomsoever AND (5) that free and clear and freely and clearly and absolutely acquitted exonerated released discharged or otherwise well and sufficiently saved defended kept harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND (6) that all rents rates land revenue taxes and other outgoings whatsoever payable in respect of the Subject Land together with interest and penalty thereon, if any, have been paid cleared and satisfied in full by the Vendor upto the date of these presents AND (7) that the Vendor and all persons having or lawfully or equitably claiming any right title interest property claims or demand whatsoever in or upon the Subject Land or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds matters things and assurances whatsoever for further better and more perfectly and effectually assuring and transferring the Subject Land and every part thereof unto and to the use of the Purchasers, as shall or may be reasonably required AND (8) that the Vendor hereby and hereunder appoints, constitutes and nominates the Purchasers herein, jointly and/or severally, for and on behalf of the Vendor, to do, execute and perform such acts, deeds, matters, things and assurances whatsoever in respect of the Subject Land, as the Purchasers may so determine at their sole and absolute discretion including but not limited to for further better and more perfectly and effectually assuring and transferring the Subject Land and every part thereof unto and to the use of the Purchasers AND (9) that the Vendor shall keep each of the



Marrier Sub Registrat U/S T Registration ACT 1868 Registration ACT 1868 TOTAL SCUL 24 Pergases 5 5 MAR 2010

Purchasers fully saved defended harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever or howsoever in respect of the Subject Land or any part thereof AND the Confirming Party doth hereby confirms the

THE FIRST SCHEDULE ABOVE REFERRED TO

("Said Larger Land")

All That the piece and parcel of danga land admeasuring 1.59 acres more or less, comprising the entirety of R.S. Dag No. 1399, L. R. Dag No. 1646, V. R. Khatian No. 48 J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of the Rajupur-Sonpar Municipality

THE SECOND SCHEDULE ABOVE REFERRED TO

("Subject Land")

All That the piece and parcel of danga land admeasuring 40 of tahs more or less (equivalent to 0.6611 acres more or less) being a demarcated portion of the Said Larger Land (which land is more specifically described in the FIRST SCHEDULE hereinabove written) comprised in a portion of R.S. Dag No. 1399, L. R. Dag No. 1646, L. R. Khatian No. 48, J. L. No. 35, Mouza Kodalia, Police Station Sonarpur, District 24 Parganas (South), within the limits of the Rajpur-Sonarpur Municipality and bordered RED on the plan annexed hereto and butted and bounded as follows:

ON THE NORTH:

By a passage leading to Dag No. 1398, Mouza Kodalia;

ON THE EAST:

By balance portion of Dag No. 1399, Mouza Kodalia;